



ISO 9001, ISO 14001,  
OHSAS 18001 & SA 8000  
certified company  
SubContract Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)**  
**Phone: 0091-0120- 2416275 / 2416566**  
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### **CORRIGENDUM – 01**

**Sub:-Tender for the work of "Design, development, implementation of intranet-internet portal with two year AMC at BHEL PSNR."**

**TENDER NO. BHEL/NR/SCT/IT/INTERNET-INTRANET PORTAL/1032**

**BHEL WEBSITE REF: NIT 28353**

The Corrigendum contains following amendment in the specifications and shall be a part of the above tender. This corrigendum is to be uploaded, duly signed and stamped through E Procurement portal.

1.0 Attached Forms and Procedures shall also form part of the NIT.

2.0 All other terms and conditions against this NIT shall remain unchanged.

**Sr.DGM/SCT**

**FORMS AND PROCEDURES**

**(Volume-ID)**

**TENDER NO. BHEL/NR/SCT/ IT/INTERNET-INTRANET PORTAL/1032**

**“Design, development and implementation of intranet/internet portal with two year AMC at BHEL PSNR”.**



**Bharat Heavy Electricals Limited**  
**(A Govt. Of India Undertaking)**  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A**  
**Dist. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**

Rev 01

1<sup>st</sup> June  
2012

# FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS  
LIMITED



## FORMS & PROCEDURES

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## : will be released later

# FORMS & PROCEDURES

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Form No: F-01 (Rev 00)

## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

Offer Reference No:.....

Date:.....

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

### **Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

### NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)



## FORMS & PROCEDURES

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Form No: F-04 (Rev 00)

### **DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS** (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

### **DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

**Tick(✓) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

## FORMS & PROCEDURES

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Form No: F-07 (Rev 00)

### BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

-----

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

## FORMS & PROCEDURES

Form No: F-08 (Rev 00)

### FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized  
Representative of the Bidder)

# FORMS & PROCEDURES

## CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

BHARAT HEAVY ELECTRICALS LIMITED  
(A Government of India Undertaking)  
Power Sector – ..... Region  
.....  
.....

## CONTRACT AGREEMENT

AGREEMENT NO. \_\_\_\_\_

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LOI/ LOA NO.	
CONTRACT DURATION	

\_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER )

## FORMS & PROCEDURES

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THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.- -----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent/ Letter of Award (LOA) No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent/ LOA dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----- executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

## FORMS & PROCEDURES

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4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent/ LOA has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all applicable charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.

## FORMS & PROCEDURES

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13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. The following documents
  1. Invitation to Tender No.-----  
and the documents specified therein with technical bid opening date as .....
  2. Contractor's Offer Ref. No.-----  
dated-----.
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. Letter of Intent/ LOA No.\_\_\_\_\_ dated\_\_\_\_\_.
  7. \_\_\_\_\_

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

WITNESS

1.

2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

(For and on behalf of BHEL)



# FORMS & PROCEDURES

Form No: F-11 (Rev 00)

## BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida - 201301 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOA REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and

## FORMS & PROCEDURES

till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi/ Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

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Form No: F-13 (Rev 00)

### FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

BANK GUARANTEE No:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated ..... for  
..... Rs ..... in favour of yourself, expiry date  
....., on account of M/s ..... in respect of  
Contract Number....., (herein after called the Original bank Guarantee)

At the request of M/s....., we ..... Bank,  
having its branch Office at ..... and having Head office  
at ....., do hereby extend our liability under the above mentioned Bank Guarantee  
number..... dated ..... for a further period of .....Months/years  
from ..... to expire on .....

Except as provided above, all other terms and conditions of the Original Bank Guarantee No  
..... Dated..... shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it  
would be attached.

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank

**CONTRACT COMPLETION CERTIFICATE**  
**(Issued by BHEL/HQ on the specific request of Contractor)**

---

Ref :

Date:

**To Whom so ever it may concern**

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no .....  
without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

## INDEMNITY BOND

**(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)**

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Power Sector- \_\_\_\_\_ Region, \_\_\_\_\_, \_\_\_\_\_ State.  
(Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months> i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

## FORMS & PROCEDURES

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The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxxx

Witness:

1  
2

# FORMS & PROCEDURES

Form No: F-23 (Rev 00)

## REFUND OF SECURITY DEPOSIT

To,  
The Construction Manager  
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No: .....

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated ..... In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: \_\_\_\_\_

Authorised representative of Contractor

### **To be filled up by BHEL**

1. Security Deposit to be refunded:
  - a. Cash Portion:
  - b. BG Portion :
2. Less
  - a. Amount spent by BHEL on behalf of Contractor:
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Other recoveries for Services etc
  - d. Any other recoveries
  - e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Contract Guarantee period of ..... Months commenced wef : \_\_\_\_\_
  - c. All objections raised so far have been settled
  - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:-----

# FORMS & PROCEDURES

Form No: F-24 (Rev 00)

**REFUND OF GUARANTEE MONEY**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, \_\_\_\_\_ REGION**

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

1. Name and Address of Contractor :
2. Contract Agreement/LOI No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: \_\_\_\_\_



## FORMS & PROCEDURES

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### **CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL \_\_\_\_\_, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No \_\_\_\_\_ dated \_\_\_\_\_) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

Date:

### **CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER**

1. Certified that
  - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
  - b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
  - c. All objections raised so far have been settled
  - d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:-----

### **FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer

### **ACKNOWLEDGE BY THE CONTRACTOR**

Received Rs \_\_\_\_\_ in full and final settlement of my/our claim

Signature of Contractor

Date:

# FORMS & PROCEDURES

Form No: F-26 (Rev 00)

## ANALYSIS OF UNIT RATES QUOTED

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	<b>TOTAL</b>	<b>100%</b>	

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

**BHARAT HEAVY ELECTRICALS LIMITED**

DIVISION.....

.....And Final bill

(Para 4.3.2 Of Works Accounts Manual)

Name of Contractor		Departmental Bill no		Date	
Name of the Work		Division		Division	
Sanctioned Estimate		Date of written order to commence the work			
Contract Agreement/work Order No		Date of commencement of work			
		Due date of completion as per agreement			
		Date of actual completion of the work			

**I. ACCOUNT OF WORK EXECUTED**

On Account payment for the work not previously measured **												
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs	Item No of the agreement/work order	Description of work	Quantity as per agreement	Quantity executed up to date	Rate Rs. P	Unit	Payment on the basis of actual measurement up to date Rs P	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill Rs P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13

1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words).....Only
----------------------------

## II MEMORANDUM OF PAYMENT

		Rs.	P
1	Total Value of work actually measured as per Account no I coloumn 10	(A)	
	Deduct amount of paym,ents already made as per last running account bill No ..... Dated.....		
2	Forwarded to the Accounts Office on .....	(B)	
3	Payments now to be made { (A) - (B)}	(C)	
4	Deduct ammounts recoverable from the contractor on account of :	Rs	P
	a Material suplied by BHEL vide annexure A attached		
	b Hire of Tools & Plants vide Annexure B attached		
	c Other charges vide Annexure C attached		
	d Income Tax		
	Total deduction		
5	Balance		
6	Refund of 50% of security deposite on completion of work		
7	Net amount to be paid to the Contractor		

## III. CERTIFICATE OF THE ENGINEER IN CHARGE

The measurement on which the entries in coulms 7 to 12 of Part I of this bill (Account of work executed) are based were made by .....

- 1 (Name and designation)
- 2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge  
Designation

#### IV CERTIFICATE OF THE SENIOR ENGINEER

1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and  
Cretified that the measurements have been check measured to the prescribed extent by .....  
..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide  
2 pages.....)

3 Certified that the methods of measurement are correct

4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc

5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.

6 Certified that all the recoverable amounts in respect of stores, tools and pallant, e\water, electricity charges etc, have been correctly made vide Annexures A

7 Certified that the issues of all stores as per statement atyached (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of \* Rs ..... (Rupees.....) (Only). To be paid in cash/by cheque in the presence of .....

## ALLOCATION

The expenditure as under and to be included in the accounts for .....19

Ledger Head	Debit (Gross Amount)	Credit (Deduction)
	Rs.	P
.....	.....	.....
Total	.....	.....

\* Here specify the net amount payable

Signature of Senior Engineer  
Date

### V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Account Bill no..... Dated .....  
 Entered in Journal book vide entry No.....Dated.....  
 Passed for.....Rs.....  
 Less Deductions.....Rs.....  
 (Rupees.....Only)  
 Payable to Shri/M/s..... by cheque/cash  
 Entered in contractors' Ledger no..... Page

ALLOCATION  
 Estimate No: ..... Code No .....  
 Name of the Work .....  
 Ledger Head  
 Debit  
 (Gross Amount)  
 Rs P  
 Credit  
 (Deduction)  
 Rs  
 .....  
 Total .....  
 .....  
 .....

Assistant Accountant Accounts officer  
 Date: Date: Date:

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness  
 Address

Revenue Stamp  
 Signature of Contractor  
 Date:

### VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

Amount Paid Rs.....  
 Amount unpaid Rs.....  
 Total Rs.....

Signature of Cashier  
 Date:

# ANNEXURE A

## Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated .....

SI No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverabl e from the contractor or supplied free	Rate at which recoverable		Amount Recoverabl e		Amount recoverable upto previous bill		Balance Now recovered		Remarks
							Rs	P	Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8		9		10		11		12

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date



# ANNEXURE A

## Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate		Amount Recoverabl e		Amount recoverable upto previous bill		Balance Now recovered		Remarks
						Rs	P	Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7		8		9		10		11

Total .....

Add Departmental Charges

Add Sales Tax (wherever applicable) .....

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

# ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Dated .....and not covered by the agreement

SI No 1	Description of tools & plants issued 2	Period for which issued 3	Rate at which Recivry is to be made 4	Amount recoverabl e Rs P 5		Amount recoverable upto previous bill Rs P 6		Balance Now recovered Rs P 7		Remarks 8

Total .....

Signature of Contractor  
Date

Signature of Engineer in charge  
Date

Signature of Senior Engineer  
Date

# ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s.....  
 nent/Work Order No.....Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
	1 Water Charges							
	2 Electricity Charges							
	3 Seignorage Charges							
	4 Medical Charges							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
Total								

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

**ANNEXURE D -**  
**DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

Sl. No.	Description of item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement Rs. P.	Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

## ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s.....  
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

**ON RECOVERY BASIS**

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)		Rate chargeable for excess/short consumption, if any	Amount recoverable for excess/short consumption, including materials not returned	
								More	Less	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

# ANNEXURE F

Statement showing detail of materials issued to the contractor Shri/M/s.....

Subject of Contract Agreement/Work Order No.....Dated.....

**Name of work;**

**FREE OF COST**

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recovera ble for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Total

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

Note: Data statement of theoretical consumption should be attached in support of the quantity specified in column 6

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference	
Whether sanction of the competent authority and financial concurrence of the Accounts Department for award of the work has been accorded ? If so,cite reference.	
Whether the work has been completed in time ? If not ,whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given)	
(a) Whether the rates allowed in the bill have been checked with the contract agreement ? (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together with rate analysis? If so,cite reference.	
Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.	
Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in consultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such returned stores vouchers have been shown in stores statement? If not, whether the cost of such excess material has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?	
Whether consumption of materials shown has been technically checked by Senior Engineer?	
Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?	
Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurement books?	
Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Accounts Department?	
Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.	
Whether all advance payments on running Accounts have been recovered?	
Whether all the recoveries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from measurement books/ standard measurement books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	



<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars and answers to be recorded)	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	
Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?	
Whether final measurements have been taken as soon as possible after completion of work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts?	
In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts?	
Whether the expenditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority competent to sanction the excess?	
(a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? (b) If not, whether security deposit has been proposed to be recovered from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date: