



# Bharat Heavy Electricals Limited

## Fabrication Plant, Jagdishpur

Tender No: TE/ FP/SC/014/E-019

Date: 31/12/2013

### TENDER NOTICE

Sealed tenders are invited in **two part-bid system** as per item description at section-1 of the tender enquiry.

#### A. General:

- **Submission of Tender** : **Till 14.30 Hrs. on 13/01/2014**
- **Opening of Tech. / comm. Bid** : **At 1500 Hrs. on 13/01/2014**
- Bids can be deposited in the Tender Box kept at:

**Office of AGM-MM/Administrative Building,  
Fabrication Plant/ Bharat Heavy Electricals Ltd.  
Industrial Area Jagdishpur/ Dist. Amethi-227817, UP.**

1. **Techno-Commercial Bid** to be kept in **Envelop No.1**: Super scribe this envelope as “**Tender Enquiry no. TE/ FP/SC/014/E-019 dated 31/12/2013, TECHNO-COMMERCIAL BID**” with due date of opening on **13/01/2014**.
2. **Price bid** to be kept in **Envelop No.2**: Super scribe this envelope as “**Tender Enquiry no. TE/ FP/SC/014/E-019 dated 31/12/2013, PRICE BID**”.
3. Envelope no.1 & no.2 are to be kept in a bigger **Envelope No.3**: Super scribe this envelope as “**Tender Enquiry no. TE/ FP/SC/014/E-019 dated 31/12/2013**” with due date of opening on **13/01/2014** and complete mailing address of the vendor.
4. Offers with deviations from terms and conditions of the tender may not be considered.
5. BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Tender received after the specified time of their “**SUBMISSION**” will be treated as late tender and shall not be considered under any circumstances.
6. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation, or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
7. Validity of offer shall be 60 days from opening of the tender.
8. **OFFER SHALL BE ACCEPTED IN HARD COPY ONLY, NOT BY FAX/E-MAIL.**

**Tender document consists of following documents:**

#### **Section – 1: Techno-Commercial bid-**

- Item Description
- Technical condition
- Commercial requirement
- Special Instructions
- Un-price bid format

#### **Section – 2: Price bid format**



# Bharat Heavy Electricals Limited

## Fabrication Plant, Jagdishpur

### SECTION-1

1. **Scope:** Complete fabrication, assembly & machining of dished end canister & flat end canister as per their respective drawings. Major drawings of fabrication and machining are attached. For further detailed drawings vendor may contact the concern department/authority. Please refer **Annexure-I** of the tender enquiry for detailed scope of work.
2. **Quantities:** Quantity shall be six numbers for dished end canister and 17 numbers for flat end canisters. Total quantity (6+17=23) shall be ordered to L1 bidder only. L-1 shall be decided based upon overall cost to BHEL basis. BHEL reserves the right to increase or decrease the quantity to the extent of  $\pm 20\%$ .
3. **Raw material accountability:** BHEL shall provide the raw material (in raw plate form without any cutting rolling). Cutting plan shall be finalized with the ordered vendor. The raw material shall be issued with an invisible wastage of 2% for sheets and plates and 1% for structural items (beam, channel, angle, UC, UB, rods pipes etc.). All the scrap generated during the operation shall be retained by the vendor. A **deduction of Rs.19/kg** along with applicable VAT and TCS and other statutory taxes as applicable at prevailing rate on scrap value shall be made from supplier's running/ final bill. Tentative list of cut to length material to be used for manufacturing is attached at **Annexure -II**.
  - 3A. All balance materials (off cuts) are to be returned to BHEL, Jagdishpur as per the approved cutting plan. Economic cutting plans are to be submitted by the vendor. For retaining the off-cuts (for sizes refer- **Annexure-III**) at vendor's end, rates/MT for all materials shall be deducted as per the cost of raw material supplied.
4. **Qualification criteria: Only those vendors shall be technically qualified who are in the business of similar product manufacturing involving RT/UT. Vendor to submit the documents in support of this requirement.**
5. **Transportation:** Vendor shall collect the raw material from BHEL Jagdishpur and supply the finished goods at BHEL's Fabrication Plant, Jagdishpur. Transit insurance of the raw material upto Vendor's work and transit insurance of finished goods from vendor's works to BHEL, Jagdishpur premises shall be in scope of the vendor. BHEL, at its work, shall load the identified raw material to the transport arranged by the vendor and BHEL shall unload the finished good at its premises as received from vendor. To and fro transportation charges shall be included by the vendor into basic quoted cost.
  - 5A. For stress relieving (SR), vendor either shall arrange to do the same or BHEL shall do it free of cost. In case material is sent for SR at BHEL Jagdishpur, to and fro transport shall be arranged & charges shall be borne by the vendor.
6. **Inspection:** Pre-dispatch inspection shall be done at vendor's work by BHEL officials or its authorized representative as per QAP, if any. Inspection call shall be given by the vendor in advance of readiness of dispatch. Material shall be dispatched only after challan & its corresponding packing list/annexure/item list is countersigned by BHEL/QC or third party inspection agency appointed by BHEL or BHEL may issue material dispatch clearance certificate (MDCC). However, final acceptance will be given on receipt of material at BHEL, FP, Jagdishpur.
7. **Cost of Tender Documents: INR 2,000/-(Non-refundable)** shall be submitted in the form of Demand Draft/ E-payment. Demand Draft shall be drawn in favour of Bharat Heavy Electricals Limited payable at I.A.Jagdishpur. E-payment shall be made in Bank Account No.:



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30500630600 of SBI, IGFCC branch, I.A.Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Payment receipt shall be submitted along with part-I bid.

**8. Delivery Schedule:** Progressive delivery in four months from the date of material receipt at vendor's work. LR receipt date at BHEL FP Jagdishpur shall be treated as date of delivery. First priority shall be of dished end canister and shall be delivered in two months from the date of receipt of material at vendor's work. Intimation after material receipt at vendor's works shall be given within 2 days via e-mail to peeyush@bhelcsufp.in and/or [varun@bhelcsufp.in](mailto:varun@bhelcsufp.in). **Delivery is sacrosanct. Vendor's not meeting delivery schedule shall be technically rejected.**

**9. Prices:** The prices shall be firm and shall be quoted in Rupees per piece/kg basis as per price bid format. The price shall be inclusive of all taxes and duties including transportation charges except service tax. Service tax, if applicable, shall be paid extra at actual.

**9A.** Vendor to quote RT charges in Rs/Sq. inches. Based upon final Sq inches, these RT charges shall be paid extra.

**10. Terms of Payment:**

100% payment shall be made against receipt and acceptance of material and documents at BHEL, FP Stores. Payment shall be processed in progressive manner. Payment will be normally be made within 90 days from date of receipt and will be against accepted SRV.

- a) Payment will be made on the basis of actual weight (as recorded at BHEL weigh bridge, at the time of receipt), if order is on kg (weight) basis.
- b) In case where the job weight exceeds the weigh bridge capacity, design weight certified by the engineering department would be taken as the basis for payment.

**11. Cenvat and Job Work procedure:** Vendor has to follow the following procedure:

- a) In the transfer challan cum invoice raised by BHEL, FP Jagdishpur the consignee name shall be indicated as the name of job worker.
- b) On receipt of raw material from BHEL, the job worker will take cenvat credit of duty paid on invoice/challan as per cenvat credits rule.
- c) The job worker will send the job to FP Jagdishpur and raise the excise challan at the ratio of gross material received for the job along with job work charge (i.e. RM cost x RM ratio+ job work charge). Excise duty will be charged in excise challan. Invoices should fulfil the requirement of valuation rules 2004.
- d) Raw material used will be deducted in invoice.  $(FG \text{ qty} \times RM \text{ ratio} \times RM \text{ rate}) + ED$ .
- e) On receipt of item at FP Jagdishpur, The FP Jagdishpur will take the Cenvat credit of duty paid.
- f) Vendor shall furnish the form-F against the Interstate material movement as per the rules of CST act.

**12. EMD:** Bid Security of **INR 40,000/-** shall be submitted in the form of Demand Draft/ E-payment. Demand Draft shall be drawn in favour of Bharat Heavy Electricals Limited payable at I.A. Jagdishpur. E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFCC branch, I.A. Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Payment receipt shall be submitted along with part-I bid. EMD of participated bidders shall be refunded after award of work. EMD of ordered vendor may be adjusted against of raw material, if required.



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## Fabrication Plant, Jagdishpur

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### 13. Security Deposit against Raw Material:

Vendor shall deposit a security deposit of 30% of the raw material cost to be issued to them. Raw material shall be issued only after submission of required security deposit. Security deposit may be in the form of Bank Guarantee from BHEL consortium bank on specified format attached with NIT (**Annexure-A**), or may be in the form of DD in favor of BHEL payable at SBI, IGFCC branch, I. A. Jagdishpur or may be deposited through E-payment as per details given above for security deposit. The Security Deposit shall not carry any interest and shall be returned to the contractor, within 30 days, after successful completion of the contract.

**14. Indemnity Bond:** Vendor shall submit an indemnity bond of 70% of the raw material cost. Indemnity bond shall be in BHEL prescribed format attached with NIT (**Annexure-B**). No material shall be issued to vendor without submission of security deposit and Indemnity Bond.

**15. Performance Bank guarantee:** NIL.

**16. Penalty:** Failure to effect supply by time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay liquidated damage or an unconditional penalty, as per BHEL norms i.e. 0.5% per week or part thereof subject to max 15% of value of the delayed/unexecuted items.

**17. Arbitration:** GM-CSU & FP (or any official appointed by him) shall be the sole arbitrating authority for this contract.

**18. Contract law and jurisdiction:** This Contract shall be governed by the laws of India. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at Amethi (U.P.).

### 19. General terms and conditions:

- a. Failure in satisfactory performance of the contract shall lead to forfeiture of the security deposit, if any.
- b. BHEL reserves to itself, the rights of short closing of the order depending upon BHEL's order position without entitling vendor any compensation.
- c. The sub-contractor will not be allowed to further subcontract the items ordered on him without prior approval of BHEL. The sub-contractor will be responsible for maintaining instruments/gauges in use under valid calibration.
- d. **MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate ( format enclosed at Annexure-C) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status ( micro & small) where deemed validity of EM-II is over. Date of reckoned for determining TE deemed validity will be the last date of technical bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidder & MSE status of such suppliers shall be shifted to non MSE supplier till the supplier submits the documents.**



**Bharat Heavy Electricals Limited**  
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**SECTION-2/PRICE BID**

**(To be submitted either on vendor's letter head or seal and sign this page after fill up)**

Vendor's offer Ref. No. :

Tender Enquiry No. : TE/ FP/SC/014/E-019 dated 31/12/2013, due on 13/01/2014.

Sl. No.	DESCRIPTION	QTY (Nos.)	Rate/piece (Rs.)	Total amount (Rs.)
1	Dished end canister as per scope of work Drawing No: 01812114315 Rev-01 (FP-50617)	06		
2	Flat end canister as per scope of work Drawing No: 11812116667 Rev-01 (FP-50617)	17		

Fill optional price for RT as Rs. .... /Sq. inches.

**Note:** The price shall be inclusive of all taxes and duties, transit insurance & transportation cost as specified in NIT except service tax. Service tax, if applicable shall be payable extra at actuals. Vendor to quote prices considering retention of scrap material at their works.

Seal and Sign of Bidder

With Contact Person Name  
And other details

***SPECIAL INSTRUCTION:***

1. All taxes/duties/levies etc. must be considered in quoted amount. <b>Incomplete offer shall not be acceptable.</b>
2. <b>Duly filled &amp; signed with company seal on all documents to be submitted along with offer.</b>
3. Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status.



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### Annexure-1

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#### Technical scope of Fabrication and Machining of Dished End canister:-

1. Vendor shall follow dished end canister drawing (Drawing No. 01812114315-Rev01) for fabrication and machining.
2. Dished End (machined condition), Suction Flange along with raw material (Plates of required thickness in raw condition) shall be provide by BHEL Jagdishpur.
3. Material preparation & Rolling of plate shall be done by vendor. DP shall be done by vendor.
4. Radiography test to be done on 10% of each butt weld and 100% RT to be done for butt welds of plates above 37.50 mm thickness.
5. Hydraulic test to be done for 30 minutes test pressure 5 Kg/Sq. cm and acceptance norms: No leakage or drop pressure.
6. For other technical terms & condition, pl refer notes mentioned in drawing & product standard FP50617 (page 3 of 5 and 4 of 5).
7. RT films shall be submitted to BHEL Jagdishpur for review and all dimensional, DP test and hydraulic test reports shall be submitted by vendor.
8. 100% inspection shall be done by BHEL quality inspector. Vendor shall submit manufacturing quality plan.
9. COMPLETE MACHING OF CANISTER, DRILLING TAPPING ETC. SHALL BE DONE EXCEPT DISH END. Dished End SHALL BE PROVIDED BY BHEL in machined condition. TENTATIVE DETAILS ARE AS FOLLOWS:

Drawing No.	Qty.	Unit fabricated weight (Kg)	Unit Machined weight (Kg)	Total Fabricated weight (Kg)	Total Machined weight (Kg)	Total Scrap weight (Kg)
01812114315 Rev01	06	2728	2610	16368	15660	708

10. Cutting plan, if required shall be finalized with the ordered vendor.
11. Supplier shall apply rust preventive coating (TRP) on machined surface & primer on other surface and dispatch in packed condition so that machined surface shall not damage during transportation. Shot blasting shall be done before primer painting.
12. SR shall be done by vendor as per heat cycle provided by BHEL. In case required, BHEL shall also carry the SR operation free of cost. In case material is sent for SR at BHEL, to and fro transport shall be arranged by the vendor & charges of transport shall be borne by the vendor.



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### Annexure-1

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### **Technical scope of Fabrication and Machining of Flat End canister:-**

1. Vendor shall follow flat end canister drawing (Drawing No. 11812116667-Rev01) for fabrication and machining.
2. Raw materials (Plates of required thickness in raw condition) shall be provided by BHEL Jagdishpur.
3. Material preparation & Rolling of plate shall be done by vendor. DP shall be done by vendor.
4. Radiography test to be done on 10% of each butt weld and 100% RT to be done for butt welds of plates above 37.50 mm thickness.
5. Hydraulic test to be done for 30 minutes test pressure 5 Kg/Sq. cm and acceptance norms: No leakage or drop pressure.
6. For other technical terms & condition, pl refer notes mentioned in drawing & product standard FP50617 (page 3 of 5 and 4 of 5).
7. RT films shall be submitted to BHEL Jagdishpur for review and all dimensional, DP test and hydraulic test reports shall be submitted by vendor.
8. 100% inspection shall be done by BHEL quality inspector. Vendor shall submit manufacturing quality plan.
9. COMPLETE MACHING OF CANISTER, DRILLING TAPPING ETC. shall be done by vendor.  
TENTATIVE DETAILS ARE AS FOLLOWS:

Drawing No.	Qty.	Unit fabricated weight (Kg)	Unit Machined weight (Kg)	Total Fabricated weight (Kg)	Total Machined weight (Kg)	Total Scrap weight (Kg)
11812116667-Rev	17	484	462	8228	7854	374

10. Cutting plan, if required shall be finalized with the ordered vendor.
11. Supplier shall apply rust preventive coating (TRP) on machined surface & primer on other surface and dispatch in packed condition so that machined surface shall not damage during transportation. Shot blasting shall be done before primer painting.
12. SR shall be done by vendor as per heat cycle provided by BHEL. In case required, BHEL shall also carry the SR operation free of cost. In case material is sent for SR at BHEL, to and fro transport shall be arranged by the vendor & charges of transport shall be borne by the vendor.



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### Annexure-II

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RAW MATERIAL REQUIREMENT OF DISHED END CANISTER							
S. No	ITEM DESCRIPTION	Plate Thickness	RAW MATERIAL SIZE	QUANTITY/Set	Net Weight	Weight/ Set	Total Weight for 6 Nos
1	Plate	45	OD 1160 X ID 975	1	110	110	660
2	Shell	12	2500X3450	3	814	2442	14652
3	Suction Pipe	supplied by BHEL		1	11	11	66
4	Flange	63	OD 1175 X ID 1015	1	137	137	822
5	RING	32	OD 164 X ID 110	1	3	3	18
6	Dished End	supplied by BHEL		1	146	146	876
7	RIB	16	75 X 1580	2	15	30	180
8	Suction Flange	50	OD 715X ID 495	2	82	164	984
9	RIB 9/1	25	125 X 80	2	2	4	24
10	RIB 9/2	12	72 X 1500	2	11	22	132
<b>Total</b>						<b>3069</b>	<b>18414</b>



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### Annexure-II

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RAW MATERIAL REQUIREMENT OF FLAT END CANISTER						
S. No	ITEM DESCRIPTION	Plate Thickness	RAW MATERIAL SIZE	QUANTITY/Set	Net Weight/Set	Total Weight for 17 Nos
1	UPPER SHELL	6	PL6X2215X2500	1	261	4440
2	LOWER SHELL	6	PL6X2215X868	1	91	1541
3	Flange	45	OD 905 X ID 714	1	86	1459
4	COVER PLATE	16	PL 16X DIA700	1	48	823
<b>Total</b>					<b>486</b>	<b>8263</b>



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### Annexure-III

#### Scrap Norms

Sl. No	Description	Scrap Size (in mm)	Offcut (in mm)
01	CS/AS Sheets & Plates	Below 1000x500	1000x500 & above
02	Rolled sections (incl. tubes, rods, pipes etc.)	Below 1000	1000 & above
03	Universal Column	Below 1000	1000 & above
04	SS Sheets & Plates	Below 500x250	500x250 & above
05	SS Structurals, Rods, Tubes, Pipes	Below 250	250 and above
06	Non – ferrous: sheet & plate, rods & tubes	Below 500X250 (S & PL), Below 250 (Rods & Tubes)	500x250 & above, 250 & above
07	Big size Scrap	(2500 & above) x (200-499)	



# Bharat Heavy Electricals Limited

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Annexure-A

### BANK GUARANTEE

In consideration of the Bharat Heavy Electricals Limited, Fabrication Plant, Jagdishpur Unit (hereinafter called the company) having agreed to exempt M/s \_\_\_\_\_

\_\_\_\_\_ (herein after called the said contractor, which terms include 'Suppliers' for the purpose of the Bond) from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between M/s \_\_\_\_\_

and Bharat Heavy Electricals Limited, Fabrication Plant, Jagdishpur Unit having this Registered Head Office at BHEL House, Siri Fort New Delhi- 110049 for supply the necessary Raw Materials / Components / Tools & instruments etc for fabrications / Assembly / Machining and supply of finished products under the terms and conditions of various purchase orders, placed by company from time to time and their acceptance by the contractor (herein after called the said agreement) of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ We

\_\_\_\_\_ (herein after referred to as 'the Bank') at the request of M/s \_\_\_\_\_ (Contractor) to hereby undertake to pay the Company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss / damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and conditions contained in the agreement.

2. We \_\_\_\_\_ (indicate the Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reasons of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Contd.....2

This Page No.3 of Bank Guarantee No. \_\_\_\_\_ dt \_\_\_\_\_ issued on printed security form no. \_\_\_\_\_ at its first page.

3. We \_\_\_\_\_ undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court tribunal relating thereto our liability under this present

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making payment.

4. We \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and shall continue to be enforce able till all the dues of the company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Fabrication Plant, jagdishpur (Office / Department) certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee unless a demand or claim under this Guarantee is made on us



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in writing on or before \_\_\_\_\_ (B.G. Expiry Date). We shall be discharged from all the liability under this Guarantee thereafter.

5. We \_\_\_\_\_ (indicate the Name of Bank), further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to for bear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our obligation by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act of omission of the party of the company or any indulgence by the company to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of son relieving us.

6. This guarantee will not be discharged due the change in the constitution of the Bank or the Contractor.

7. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the company in writing.

8. Last date for lodgment of claim will be 90 days from the expiring of Bank Guarantee i.e. \_\_\_\_\_ (date).

9. Notwithstanding anything contained in the forgoing our liability under this guarantee is restricted to Rs. \_\_\_\_\_) guarantee shall remain in force until unless a claim under the guarantee is made against us within 90 days from the aforesaid date i.e. by \_\_\_\_\_ all your rights under the said guarantee shall be forfeited & we shall be relieved and discharged from all liabilities there under.

Date the \_\_\_\_\_ this \_\_\_\_\_ days of \_\_\_\_\_



# Bharat Heavy Electricals Limited

## Fabrication Plant, Jagdishpur

Annexure-B

### INDEMNITY BOND FOR FREE ISSUE MATERIALS

BHEL P.O. NO.: ..... DATED

FOR

M/s. BHARAT HEAVY ELECTRICALS LIMITED,  
FABRICATION PLANT, JAGDISHPUR IND. AREA  
AMETHI- 227817 (U.P.)

WHEREAS M/s. Bharat Heavy Electricals Limited (hereinafter referred to as "The Customer" which expression shall unless repugnant to the context includes their legal representatives successors and assigns having their office at Jagdishpur Industrial Area, Amethi-227817, U.P. has entered into a contract with (name of the vendor)(hereinafter referred to as the representatives successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia in the above said Purchase Order and various documents forming part thereof hereafter collectively referred to as the "Said Contract" which expression shall include all amendments modifications and / or variations thereto. This will also include other future orders placed by BHEL during below mentioned period.

AND WHEREAS the Customer has agreed to supply to the contractor major portion of war materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials / components etc.) to be supplied by the Customer to the Contractor hereinafter for the sake of Brevity referred to as the "Said Contract" shall be under the custody and charge of the contractor and shall be kept stored, altered, worked upon, machines / fabricated at the sole risk and expense of the Contractor.

NOW THEREFORE in consideration of the pre-condition to the supply of the said materials by the Customer to the Contractor, The Contractor hereby irrevocably and unconditionally undertake to indemnify and keep indemnified the Customer from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood , storm, tempest, lightening, explosion, storage, chemical or physical action or reaction bending, warping, exposure, resting, faulty workmanship, fabrication of faulty method or technique of Fabrication, strike, not, civil connection or other act or omission or commission whatsoever within or beyond the control of Contractor, misuse and misappropriation (inclusive but not limited to misuse or misappropriation by the Contractor and the Contractor's servant and / or agents). Whatsoever to or of in the said materials or any part of item thereof from the date of return to the Purchaser of the said material or relative part of item thereof of completed construction works incorporating the said material and undertake to pay to the Customer forthwith on demand in writing without pretest or demur the value as specified by the Customer of the said material or item or part thereof lost, damaged, destroyed, misused and / or misappropriated, as the case may be, together with the Customers costs and expenses (inclusive of but not limited to handling transportation cartage insurance freight packing and inspection costs / or expenses) upto and aggregate limit of **Rs.(Rupees)**.

1. This indemnity / Undertaking shall be a continuing indemnity / Undertaking and shall remain valid and irrevocable for all claims of the Purchaser arising hereunder upto and until the midnight of. However, if the Contract for which this indemnity / Undertaking is



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given is not completed by this date, Contractor hereby agrees to extend the Indemnity / Undertaking till such time as it's required to fulfill the Contract.

2. The Indemnity / Undertaking shall not be determined or change of constitution or insolvency of the Contractor but shall be in all respect and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms thereof.
3. The mere statement or allegation made by or on behalf of the Customer in any notice or demand or other writing addressed to the Contractor as to any of the said material or item or part thereof having been lost, damage, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication / machining works and handling over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss , damage , destruction, misuse or misappropriation thereof, as the case may be while in the custody of the Contractor and / or prior to the completion of the fabrication / machining works and handing over the completed over the Purchaser to produce any documentary proof or other evidence whatsoever is support of this.
4. The amount stated in any notice of demand addressed by the Customer to the Contractor as to the value of such said material lost, damaged, destroyed, misused or misappropriated. Inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the Customer in produce nay voucher, bill or other documentation as evidence whatsoever in support thereof.

The Undersigned has full power to execute this indemnity Bond on behalf of the Contractor under the capacity as Chairman & Managing Director of the Company.

Place: \_\_\_\_\_

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

Witness: \_\_\_\_\_



# Bharat Heavy Electricals Limited

## Fabrication Plant, Jagdishpur

Annexure - C

### Certificate by Chartered Accountant on letter head

This is to Certify that M/S .....,  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



