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**ANNEXURE - A**  
**DECLARATION SHEET**

I/ We, have carefully perused the annexures, schedules, documents connected with the above tender and agree to abide by the same.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website ([www.bhel.com](http://www.bhel.com)) and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri \_\_\_\_\_ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

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

Date : \_\_\_\_\_ Tenderer:  
Place: \_\_\_\_\_ Address:

Witnesses with their addresses

	Signature	Name	Address
1.			
2.			
3.			

Authorised representative's signature with name and address.

**ANNEXURE - B**  
**PROFORMA OF FINANCIAL VIABILITY**

1. Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - a.
  - b.
  - c.
3. Value of fixed assets of the business in last three years.
  - a.
  - b.
  - c.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).
7. Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

Note: All the above documents should be duly certified by auditors /bank as may be applicable.

Signature of the tenderer

**ANNEXURE - C****ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

Sl no	Agency by whom awarded	Location of project	Date of award	Contract value in Rs lac	Date of completion if job is already over	No of engineer & supervisor deployed
1	2	3	6	7	9	11

Signature of the tenderer

**ANNEXURE – D****CHECKLIST OF GENERAL PARTICULARS**

Note: Tenderers are requested to fill in the following details and no column should be left blank.

- |                                                                  |   |
|------------------------------------------------------------------|---|
| 01. Name and address of the tenderer                             | : |
| 02. Telegraphic/Telex address                                    | : |
| 03. Phone no/FAX no (Office)                                     | : |
| 04. Details about type of the firm/company                       | : |
| 05. Name and designation of the official of the tenderer         | : |
| 06. Attested copy of the Power of Attorney                       | : |
| 07. Tenderers proposal no and date                               | : |
| 08. Whether EMD submitted and submission details (if applicable) | : |
| 09. Declaration sheet (in the format of Annexure-A)              | : |
| 10. Details of experience (in the format of Annexure-C)          | : |
| 11. Financial status (in the format of Annexure-B)               | : |
| 12. Valid Income tax clearance certificate                       | : |

Date .....  
tenderer

Signature of the  
(with company seal)

Witness (signature with full particulars)

1.

2.

ANNEXURE – ETIE-UP FORMAT/ CONSORTIUM AGREEMENT FORMAT

(To be executed on Rs. 10/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, by and between (1) M/s \_\_\_\_\_, ( The First Party, i.e, the Bidder) a company incorporated under the company's act, having its registered office at \_\_\_\_\_(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s \_\_\_\_\_, (The Second Party, i.e, the associates), a company incorporated under the company's act, having its registered office at \_\_\_\_\_ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of \_\_\_\_\_, at \_\_\_\_\_ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s \_\_\_\_\_ ( The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the NIT.

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of \_\_\_\_\_ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s \_\_\_\_\_ (The Second Party, the Associates) , who fully meet the balance part of the said works (\_\_\_\_\_).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader and will be responsible for the entire works.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely;

\_\_\_\_\_

—

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT \_\_\_\_\_ namely;
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule.
7. The parties hereby agree that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Devices (MMDs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed inters between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_ (Place).

WITNESS

For

1. NAME

(FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS

For

1. NAME

(SECOND PARTY)

2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the "JOINT DEED OF UNDERTAKING" in the format to be made available by BHEL at the time of awarding].

ANNEXURE – FREQUEST FOR ISSUE OF `C` FORM

Accounts Officer  
Finance  
BHEL  
Ramachandrapuram  
Hyderabad  
502032

Dear Sir,

Sub: Request for Issue of `C` Forms

We request you to issue to us "C" forms for which following details are being given herewith :

Purchase TIN

Quarter

Year (Ex :2009-10)

Sl. No.	Seller TIN	Seller Name	Seller Address	Vehicle No.	Transporter Name	Invoice No.	Invoice Dt. (dd-mm-yyyy)	Commodity	Quantity	UOM (Units of Measurement)	Value (Rs.)

Mention the reference of our PO Nos and also indicate Goods were despatched from where and its destination as per the format below :

PO No.	PO Dt.	Invoice No.	Invoice Dt.	Place of Origin	Place of Destination

Thanking you,

Yours faithfully,

**ANNEXURE – G**

**FROM FOR GETTING PAYMENT THROUGH RTGS (REAL TIME GROSS SETTLEMENT)**

01. Name of Vendor
02. Address
03. Vendors Bank A/c Name
04. Vendors Bank A/c No.
05. Name of Bank
06. Name of Branch
07. Branch Phone No.
08. City
09. IFSC Code of the Branch

The charges if any for the payment through RTGS may be recovered from the Bill submitted by us.

Signature of the Authorised  
Representative of Vendor with date & seal

Confirmation by Banker  
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed.

**Annexure - H**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF THE VALUE OF  
RUPEES HUNDERED)

-----  
(CONTRACT PERFORMANCE BANK GUARANTEE)  
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This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand \_\_\_\_\_ between \_\_\_\_\_ (Bank) hereinafter called  
“ the Guarantor” (Which expression shall unless repugnant to the context or meaning thereof  
be deemed to include its successors and assigns) of the ONE PART and M/s. Bharat Heavy  
Electricals Limited (a Government of India Undertaking) a Company incorporated under the  
Companies Act, 1956, having its registered office at “BHEL” House Siri Fort, New Delhi –  
110 049 through its Unit / Division BHEL, at Ramachandrapuram, Hyderabad-502032,  
hereinafter called “the Company” (Which expression shall unless repugnant to the context or  
meaning thereof be deemed to include its successors and assigns) of the OTHER PART:

WHEREAS M/s. \_\_\_\_\_ (hereinafter referred to as the  
Contractor/Supplier) have entered into a Contract bearing No. \_\_\_\_\_, dated  
\_\_\_\_\_ (hereinafter referred to as “the Contract”) for the supply/construction of  
\_\_\_\_\_ with the Company.

AND WHEREAS the Contract inter-alia provides that the Contractor/Supplier shall  
furnish to the Company a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
towards Security Deposit or Bank Guarantee in lieu thereof for due and faithful performance  
of the Contract in the form and manner specified therein.

AND WHEREAS the Contractor/Supplier has approached the Guarantor and in  
consideration of the arrangement arrived at between the Contractor/Supplier and the  
Guarantor, the guarantor has agreed to give the Guarantee as hereinafter mentioned in favour  
of the Company.

**NOW THIS DEED WITNESS AS FOLLOWS**

-----  
This Guarantor do hereby guarantee to the Company the due and faithful  
performance, observance or discharge of the Contract by the Contractor/Supplier and further  
unconditionally and irrevocably undertake to pay to the Company without demur and merely  
on a demand, to the extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and  
claim made by the Company on them for any loss, damage, costs, charges and expenses  
caused to or suffered by the Company by reason of the Contractor/Supplier making any  
default in the performance, observance or discharge of the terms, conditions, stipulations of  
undertakings or any one of them as contained in the Contract.

2. The decision of the Company whether any default has been occurred or has been  
committed by the Contractor/Supplier 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

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expenses caused to or suffered by the Company by reason of the Contractor/Supplier 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 Supplier 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.

3. 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/Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor/Supplier and either to enforce or forbear 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 reason of time being given to the Contractor/ Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or of 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.

4. 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 claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Contractor/Supplier and accordingly discharges this Guarantee, subject, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (Date) 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 agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contract/supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

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

The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers

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to do so on its behalf under the Power of Attorney granted to him by the proper authorities of the Guarantor.

IN WITNESS WHEREOF THE \_\_\_\_\_  
(Bank) and M/s. Bharat Heavy Electricals Limited have hereunto set and subscribed their respective hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF  
OF THE (BANK)

WITNESSES:

(1)

(2)

SIGNED FOR AND ON BEHALF OF  
BHARAT HEAVY ELECTRICALS  
LIMITED

WITNESSES:

(1)

(2)

**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 per the latest audited financial year ..... 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

**(Strike off whichever is not applicable)**

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.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant