



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT

Enq No.: PE/PG/KG1/E-4944/2015

NIT

DATE. 16.07.2015

DUE DATE
AUG 10, 2015
02.00 P.M.

Subject: Tender Enquiry of **CONDENSER ON LOAD TUBE CLEANING SYSTEMS (COLTCS)** as per Technical Spec. No. PE-TS- 410-165-N002 (REV 0) for 1X 800 MW KOTHAGUDAM TPS.

BHEL invites offers from reputed Vendors (Refer pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites) for Design, manufacture, assembly, inspection and testing at manufacturer's and/or his sub-contractors works properly packed for delivery at site for **Condenser On Load Tube Cleaning Systems (COLTCS)** complete with all accessories as per the requirements specified in different sections of specification for **TSGENCO 1X 800 MW KOTHAGUDAM TPS**. The bidder's scope also includes installation checks, commissioning, trial runs & PG testing at site of COLTCS. Detailed scope of work & equipment has been hosted on BHEL website.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 in quintuplicate (5 sets), in sealed covers for the under mentioned equipment/system.

Item Description - CONDENSER ON LOAD TUBE CLEANING SYSTEMS (COLTCS)		
Sl. No.	Project	TECHNICAL SPECIFICATION NO.
1.	1X 800 MW KOTHAGUDAM TPS	PE-TS- 410-165-N002 (REV 0)

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Amit Meena, SR.ENGR, PG-II-2,
M/s. Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA
E-MAIL: amitmeena@bhhelpem.co.in
Ph. No. +91-120-4213613

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the due date by 02:00 PM (IST). The offer has to be deposited in tender box only. Part-I bids shall be opened at 03:00 PM (IST) on the due date in the presence of authorized representatives of the bidders, who may like to be present.

TERMS AND CONDITIONS: Please refer GCC Rev-06 which is available on www.bhhelpem.com. Bidders are requested to kindly download the same. Bidders are advised to go through the same while submitting the offers.

1. Enquiry No., due date etc. must be legibly super-scribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders" of GCC, Rev. 06.
2. Offers should be submitted in two parts in two separate sealed covers as follows:
Part-I: TECHNO-COMMERCIAL BID Part-II: PRICE BID
For detailed instructions, please see clause no. 2.0 of "Instructions to Bidders" of GCC Rev. 06.
3. Bidders to note that following forms the part of Tender Documents :
 - General Conditions of Contract (GCC) Rev 06

Please reply to:
PEM.-Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA - 201301

Phone: 0120-4213613
Fax : 0120-4329026
email : amitmeena@bhhelpem.co.in

Regd. Office:

BHEL House
Siri Fort
New Delhi - 110049

1X 800 MW KOTHAGUDAM TPS



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- Technical Specifications
- Price format & Special Conditions of Contract (SCC, Rev-00)
- Financial PQR & Technical PQR.
- NIT CONDITIONS

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above Tender Documents & all the above Tender Documents shall automatically become the part of the Order/Contract after its finalisation.

4. Standard pre-printed Terms & Conditions of the tender shall not be considered valid.
5. Unsolicited Fresh/Revised Price Bids shall not be entertained.
6. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
7. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment/Items will be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
8. In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be N.I.T. covering letter (including Tech Spec)/ SCC/ GCC terms.
9. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

Mr. Naina Singh, Dy. Manager, PG-II-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA E-MAIL: nainasingh@bhhelpem.co.in Ph. No. +91-120-4368762	Sh. Amit Meena, Sr. ENGR, PG-II-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16A,Noida-201301,U.P.,INDIA E-MAIL: amitmeena@bhhelpem.co.in Ph. No. +91-120-4213613
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10. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:
 - a. Bidders best quotation/offer containing Part-I & II offers in separate covers, preferably cloth lined envelopes, properly marked Enquiry No, due date and time, should either be delivered in person or sent by COURIER/REGISTERED POST, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building
(behind Reception Desk)
C/o Amit Meena, Sr. ENGR, PG-II-2,
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- b. The dispatch department shall not accept any tender in torn condition and return the same with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
- c. Bidder's representative shall deposit the offer in tender box only.
- d. Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- e. Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- f. Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- g. Please ensure tender submission before due date and time. Late tenders shall not be accepted.
11. Bidder is requested to quote their best competitive prices. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- Terms and Conditions of Reverse Auction shall be as per attached annexure-I.
12. Delivery Schedule :
Supply: Five (05) months from Cat-I approval of last Primary Document.

List of Primary Documents:

BHEL DRG NO	DRG TITLE
PE-V2-410-165-N001	P&ID OF COLTCS SYSTEM
PE-V2-410-165-N002	TECHNICAL DATA SHEET-COLTCS
PE-V2-410-165-N003	INSTALLATION PLAN- COLTCS
PE-V2-410-165-N004	GENERAL ARRANGEMENT OF BALL SEPERATOR
PE-V2-410-165-N005	DETAILS OF BR SKID,BALL INJECTION PIPE & FIXING DETAILS
PE-V2-410-165-N006	C&I Part-I,PANEL-TDS, I/O LIST, CABLE SCH AND CONTROL PHILOSOPHY FOR COLTCS
PE-V2-410-165-N008	QP-COLTCS

Drawing Schedule (Primary Documents): R-0 within 20 days (for all except Installation plan, for Installation Plan 30 Days) from LOI/PO & subsequent revisions within 10 days of comments received from BHEL.

List of Secondary Documents:

BHEL DRG NO	DRG TITLE
PE-V2-410-165-N007	C&I Part-II, GA & WIRING DIAGRAM OF PANEL- COLTCS
PE-V2-410-165-N009	O& M MANUAL -COLTCS

Drawing Schedule (Secondary Documents)

BHEL DRG NO: PE-V2-410-165-N007: R-0 within 30 days from Cat-I (or) II approval of C&I Part-I document & subsequent revisions within 10 days of comments received from BHEL.

BHEL DRG NO: PE-V2-410-165-N009: Within 30 days from MDCC.

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Drawings submitted shall be complete in all respects with revised drawing submitted incorporating all comments. Any incomplete drawing submitted shall be treated as non-submission with delays to bidder's account. For any clarification/ discussion required to complete the drawings, the bidder shall himself depute his personal to BHEL for across the table discussions/ finalizations/ submissions of drawings.

Drawing submission schedules are to be adhered by the bidders and any delay in the same from bidder's end shall be deducted from delivery period indicated from CAT I approval.

Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.

13. Pre-Qualifying Requirement :

Bidders who fulfil TECHNICAL & FINANCIAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender.

Bidders are requested to provide the details as per "TECHNICAL AND FINANCIAL PRE-QUALIFYING REQUIREMENTS". Bids of only those bidders shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

14. CIF is not available for this package.

15. Rate of Loading for Deviation against Payment Terms:

'Base rate of SBI (as applicable on the date of bid opening: Techno-commercial bid opening in case of two parts bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.'

16. Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per Annexure-II Deviation Sheet (Cost of Withdrawal) as per GCC Rev-06.

17. Bidders to note that Deviations (technical/commercial) not mentioned in 'Annexure II: Deviation Sheet' and shown separately or found hidden in offer, will not be taken cognizance of.

18. Bidder to note that this is a conditional Open Tender enquiry and the price bid (Part-II) opening/RA participation shall be subject to following condition:

A) Approval of bidder by End Customer. Approval shall be taken up by BHEL with customer based on the credentials/reference list. Hence Bidders are requested to submit the following (as part of their credentials) on or before Part-I opening/due date:-

- Company Profile
- Recent Purchase orders copies
- Reference list indicating PO details, customer name, PO date, execution date etc.
- Performance certificate issued by the clients.

B) Techno-commercial recommended bidders of BHEL.

19. The bidders who are not registered with BHEL-PEM have to apply for registration in BHEL-PEM through Registration Portal available at www.bhelpem.com-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

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20. Foreign bidders quoting along with their Authorised Indian associates to comply with BHEL corporate circular AA:MM:AGENCY dated 06th August 2010 for the guidelines regarding dealings with Indian agents of Foreign bidders (as enclosed).
21. Any other taxes and duties applicable on the date of bid but not quoted by the bidders shall be to the bidder account.
22. Indian bidders/Foreign bidders have to quote freight charges in percentage of their quoted Total Ex-works prices.
23. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loadings as applicable.
24. All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com) only. Bidders should regularly visit websites to keep themselves updated.
25. The offers of the bidders who are on the banned list & also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com
26. Foreign and indigenous bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is upload on www.bhel.com" for participating in future tender enquires through e procurement.
27. Prices shall be firm.
28. Bidder to note that COMMERCIAL TERMS AND CONDITIONS shall be as per Notice Inviting Tender (NIT) conditions, Special Conditions of Contract of Project & General Conditions of Contracts (GCC, Rev.06).
29. Please note that detailed offers are to be submitted including the following documents:
 - Acceptance of GCC Rev.06
 - Acceptance of Special Conditions of Contract (SCC) of the project.
 - Pre-qualifying Requirements (PQRs) along with supporting documents
 - ❖ FINANCIAL PQR
 - ❖ TECHNICAL PQR
 - Technical and commercial deviations as per Annexure-II of GCC Rev. 06 only, if any
 - A copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
 - Un-Priced price schedule (format) duly filled in 'Quoted' or 'Q' in each column/row
 - Separate sealed price-bid envelope mentioning Enquiry No., Name of the project/package and Name of bidder in BOLD LETTERS on the top of envelope.

NOTE: In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

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Thanking You.

Yours faithfully,
For and on behalf of BHEL

AMIT MEENA
(SR. ENGINEER/PGII-2/BHEL-PEM)

Enclosures:

1. Enquiry Letter along with Terms & Conditions (this letter)
2. Technical Specification
3. General PQR
4. Financial PQR
5. Technical PQR
6. Price format/schedule (Prices should be quoted strictly in this format only).
7. SCC of 1X800 MW KOTHAGUDAM TPS.
8. SRF (<http://www.bhelpem.com/Vendor%20Corner.aspx>)
9. Terms & Conditions of Reverse Auction (Annex-I)
10. Technical & Commercial deviations(Annex-II) as per GCC Rev. 06
11. GCC Rev-06(Refer www.bhelpem.com)

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Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as *per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)



PROJECT:-

PACKAGE:-

TENDER ENQUIRY REFERENCE:-

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

- For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawl is to be given separately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

**Corporate Materials Management
BHEL New Delhi**

AA:MM:Agency
Dt. 06.08.2010

Guidelines regarding dealings with Indian Agents of Foreign Suppliers

1. BHEL shall deal directly with the foreign original equipment manufacturers (OEM)/ Foreign Principal, for all its purchases which are imported.
2. Wherever the foreign OEM/ principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007.

Definition of Indian Agent

3. An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public Company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

Recommendations

4. All NITs shall have the following terms regarding Indian agents of foreign principals:
 - i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
 - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
 - iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
 - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
 - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
 - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
 - vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure -'A' shall apply in all such cases.

- viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

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Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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Annexure-B

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

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