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**ANNEUXURE-A (Commercial Terms & Conditions)**(Attachment to Enquiry No:- [T7E1095511](#) Due on Date **02.01.2016** for submission by 10.00 hrs to open from 13.30 hrs.)**NOTE: Bidder to confirm in affirmative by writing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".**

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
1.	<b>SCOPE OF SUPPLY:</b>		
	Signed & Sealed offers are invited for Scope of Supply and Services as detailed in the enquiry. Relevant enclosures/ supporting documents / catalogue, if any shall be enclosed to the technical offer.	Sealed Covers NA	NON DEVIATABLE
2.	<b>GENERAL INSTRUCTIONS:</b>		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English.		NON DEVIATABLE
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date. Incomplete offers are liable for rejection.	Not Applicable	
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read along with the General Conditions of the Contract of BHEL.		NON DEVIATABLE
D	BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (Annexure-J) and confirm acceptance of the same. Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.		NON DEVIATABLE
E	Vendors, taking deviations from the specified conditions, may indicate the same clearly in deviation column with reasons for such deviation. However, in case of deviation, BHEL reserves the right to reject the offer or load the Bid suitably for evaluation.		NON DEVIATABLE
F	Offers shall be submitted directly by vendor or his authorized representative /agent only and the offer should be in line with regulatory guidelines (i.e Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency Commission etc.). Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should be mentioned additionally apart from supplier name.		NON DEVIATABLE
G	Bidders have to submit hard copies to the following address: - <b>Sr. Purchase Officer / PE &amp; SD, Vendor complex (Tender Box) BHEL, Hyderabad - 502 032</b> Bidder can also submit offer through email at his own risk. The offer to be submitted in two parts. Techno-commercial offer to be submitted to <a href="mailto:technicalbid@bhelhyd.co.in">technicalbid@bhelhyd.co.in</a> and price bid to be submitted to <a href="mailto:pricebid@bhelhyd.co.in">pricebid@bhelhyd.co.in</a> . Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non-receipt of offers sent thru email due to server break down/internet failure/transmission error etc. In case of e-mail offers vendor name, address including contact details shall be mentioned. <b>In the mail, subject should contain Enquiry No. and due date.</b>	Not Applicable	NON DEVIATABLE
H	Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.		NON DEVIATABLE
I	Unsolicited offers shall not be considered.		NON DEVIATABLE
3.	<b>OTHER PARTICULARS</b> (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading (applicable to imports).		

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
4.	<b>BID SUBMISSION PROCEDURE: (refer NIT covering letter also)</b>		
i	<b>For Single Part Bids:</b> Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be superscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time of submission of offers, preferably in the bidder's envelop.	Not Applicable	
ii	<b>For two-part Bids.</b>		
A	Two part bid consisting of <b>i) Techno-commercial Bid</b> - ( Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges except the price, superscribing enquiry No. (Techno-Commercial Bid) and due date AND <b>ii) Price Bid (Part-II)</b> , containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover supersubscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover supersubscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid.		NON DEVIATABLE
B	Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation.  In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders.		NON DEVIATABLE
C	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted		
D	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.		NON DEVIATABLE
E	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		NON DEVIATABLE
5.	<b>Delivery Instructions</b>		
A	<b>Indigenous Purchase</b>		
	Goods shall be delivered on <b>FOR Destination basis</b> only i.e. <b>FOR Kothagudem State</b> only i.e. Packing & Forwarding, Freight & Insurance up to <b>Kothagudem</b> Site are in supplier scope. Taxes & Duties (extra) to be indicated separately at Clause 10 below.		
B	<b>Imports</b>		
	The goods shall be delivered on FOB-port of export or as specified in enquiry. Name of port of export for FOB delivery shall be indicated against this column.		
6.	<b>Documentation:</b>		
A	<b>Indigenous Purchase</b>		
	Seller shall arrange to send to the Purchaser, Excise paid invoice ( Original for Buyer and duplicate for Transporter), Commercial invoice, consignee copy of LR, Packing list , Pre-Despatch Inspection report, Test/ Guaranty/ Warranty certificate / O&M manuals (as applicable) etc. immediately on despatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. The distribution of such documents will be further elaborated in the Purchase order. In case of despatches from vendor works to site, material receipt certified by site office shall be provided.		NON DEVIATABLE

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
B	<b>Imports</b>		
	Seller shall arrange to send to the Purchaser one set of negotiable and one set of non-negotiable documents consisting of clean on-board Bill of Lading/ Air Way Bill, Original invoice, Packing list, Pre-Despatch Inspection report , Test/ Guaranty/ Warranty certificate / O&M manuals (as applicable) and other documents as indicated in the Purchase Order etc. In addition, Seller shall also send soft copy of the despatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as indicated in the Purchase Order through e-mail addressed to the concerned Purchase Officer/ Manager.		NON DEVIATABLE
7.	<b>Delivery Schedule</b>		
A	<b>Indigenous supplies:</b> Delivery in 09 months from the date of Purchase Order up to material receipt at site. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc.		NON DEVIATABLE
B	<b>Foreign supplies:</b> Delivery Period shall be 09 months from date of PO up to material receipt at Port of Lading. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.		NON DEVIATABLE
8.	<b>Pricing Terms</b>		
	Prices once quoted shall remain firm and valid during execution of PO. Offers with PVC will be outrightly rejected except in cases where specifically called for in the NIT.		NON DEVIATABLE
9.	<b>PRICE VALIDITY :</b>		
	Unless otherwise specified, Vendors offers shall be submitted with the following validity periods: i) Original offer shall be valid for 90 days from Part-I opening. ii) If revised price bid/ price impact is asked by BHEL, the validity of the same shall be 60 days from the date of price bid opening or 90 days from Part-I opening, whichever is later. iii) For the enquiries where unit prices are called for scope addition/ deletion, these unit prices shall be valid till end of execution of contract with end-user for equipment supplied by the vendor.		NON DEVIATABLE
10.	<b>Taxes &amp; Duties. (DATA TO BE INDICATED</b> by the bidder against the space provided)		
A	<b>Indigenous Purchase</b>		
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.		
I	<b>Excise Duty:</b> (wherever applicable): To be quoted as extra in %		
ii	<b>CST</b> against form C in %. Bidder shall also indicate full rate of sales Tax where Concessional form cannot be issued by BHEL.		
iii	<b>VAT</b> (wherever applicable): To be quoted as extra in %		
iv	<b>Service Tax:</b> To be quoted as extra in %		
NOTE: Bidders to ensure correct applicability of CST / VAT based on the Inter / Intra state movement of goods.			
iv	In case the vendor imports the equipment/items and dispatches directly to BHEL/Destination, the vendor may please indicate whether they can pass on CVD benefit and if so, the quantum of CVD to be indicated here.		
V	Other taxes & duties, if any to be indicated here.		
Vi	<b>Taxes deducted at source:</b> Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		NON DEVIATABLE
B	<b>Foreign Purchase ( Imports )</b>		
I	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for his quoted FOB price.		NON DEVIATABLE
ii	<b>Taxes deducted at source:</b> Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		NON DEVIATABLE

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
11	<b>Payment Terms:</b>		
A	<p><b>Indigenous Purchase:</b></p> <ul style="list-style-type: none"> <li>• Fifty percent (50%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis along with 100% of applicable taxes and duties on dispatch of materials upon submission of required documents listed at sl. no 6. A &amp; Annexure-M</li> <li>• Forty percent (40%) of basic price of materials supplied as per PO, shall be payable on pro-rata basis on receipt of final documents including MRC and LR copy duly signed by BHEL site/customer with clear date of receipt of material at site</li> <li>• Ten percent (10%) of the basic price shall be released on pro-rata basis on submission of all final documents (including submission of Form E1/E2 against Form-C, if applicable) as listed at sl. no 6. A &amp; Annexure-M and furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period</li> <li>• All documents are to be submitted directly to Purchaser and not through bank. Amount shall be payable within 45 days (45 days for MSME vendors also) after receipt of clear bill along with dispatch documents listed at sl. no 6. A &amp; Annexure-M (applicable to every bill).</li> </ul>		
B	<p><b>Imports (foreign purchase)</b></p> <p><b>Mode 1 – Payment through LC:</b></p> <ul style="list-style-type: none"> <li>• 100% payment (less Indian Agency commission, if any) shall be paid against proof of dispatch through irrevocable Letter of Credit and on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period.</li> <li>• LC shall be opened only in the name of vendor on whom purchase order is placed.</li> <li>• LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</li> <li>• All banking charges outside India will have to be borne by the supplier.</li> </ul> <p>Mode 2 – payment against documents / Sight draft.</p> <ul style="list-style-type: none"> <li>• 100% Payment terms against presentation of documents to the Purchaser Bank / Sight draft on furnishing Performance Bank Guarantee for 10% of contract value valid up to guarantee period + 3 months claim period</li> <li>• All banking charges outside India will have to be borne by the Vendor.</li> </ul>		
C	<b>E &amp; C Supervision:</b> Supervision Charges + Taxes are paid on Site Certification. (if applicable)		
D	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1) No advance payment is acceptable . The offer is liable to be rejected in case advance payment is insisted.</li> <li>2) Wherever <b>EMD</b> (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to participating bidders only after awardal and acceptance of contract by successful bidder. Successful bidder's EMD will be converted to SD (Security Deposit).</li> <li>3) <b>No interest</b>, whatsoever, shall be payable by purchaser on any amount due to the vendor.</li> </ol>		NON DEVIATABLE
12	<p><b>LD/Penalty clause:</b></p> <p><b>a)</b> LD/Penalty will be levied @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.</p> <p><b>b)</b> No grace period shall be allowed for calculating LD/penalty period. Any deviation in LD/penalty clause shall be considered by loading difference in quote towards penalty clause on vendors quoted prices while evaluating the tender priority beyond the delivery schedule.</p>		
13	<b>Guarantee Period:</b> Full Guarantee for the performance of the items for a period of <b>24 months</b> from the date of dispatch or <b>18 months</b> from the date of commissioning, whichever is earlier, shall be furnished (Deviation to this clause is not acceptable).		NON DEVIATABLE
14	MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either Entrepreneurs Memorandum II (EM-II) certificate having deemed validity (Two years from the date of issue of acknowledgment in EM-II or valid NSIC certificate or EM II certificate along with CA Certificate (Format		

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
	enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the 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 bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.		
<p><b>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No. 15.</b></p> <p><b>The Vendors may specifically note the following.</b></p>			
15	<b>Evaluation and Loading Criteria:</b>		
A	Evaluation of prices shall be done on Item wise L1 basis. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (IT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.		
B	<b>In case of foreign bidders</b> , the FOB price shall be loaded by the following factors to arrive at the Delivered Cost:		
i	Marine Freight & Insurance: @ 10% for plates, pipes, rounds & structurals.		
ii	Import duty as applicable at the time of Price/ Part-II bid opening.		
iii	Port handling/ clearing charges- @ 1% of FOB value & Inland freight: @ 5.0% of FOB value for plates, pipes & structurals.		
C	<b>Deviated Penalty:</b> Any loading on penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.		
D	<b>Deviated Payment Terms:</b> Deviations on Commercial terms from NIT are generally not acceptable. In case of deviations from NIT w.r.t. Payment terms, the price will be loaded at Base rate of SBI (as applicable on the date of bid opening / Techno-commercial bid in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.		
16	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.		
17	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.		NON DEVIATABLE
18	<b>RISK PURCHASE:</b> In case the successful bidder fails to supply or fails to comply with the terms & conditions of the purchase order, BHEL reserves the right to source such material/component/equipment/system from any other agency at the risk and cost of the successful bidder.		NON DEVIATABLE
19	<b>FORCE MAJEURE CONDITION:</b> The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/calendar/majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.		NON DEVIATABLE

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
20	<b>ARBITRATION:</b> All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the PE & SD, BHEL RC Puram. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.		NON DEVIATABLE
21	<b>LEGAL SETTLEMENT:</b> Subject to clause 20 here in above, all questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hyderabad courts.		NON DEVIATABLE
22	<b>ADJUSTMENT OF RECOVERY :</b> Any amount payable by the supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the supplier under any other works / contract awarded to him by any BHEL unit. This is without prejudice to any other action as may be deemed fit by BHEL.		NON DEVIATABLE
23	<b>DEVIATION:</b> No deviation in Standard Terms and Conditions would be accepted and BHEL reserves the right to disqualify the bidder from the MOU and also remove the supplier from its approved vendor list for the category on techno-commercial grounds. No deviation shall be entertained after MOU is signed.		NON DEVIATABLE
24	<b>FINAL ENGINEERING DOCUMENTATION:</b> The manufacturing shall be as per BHEL Specification and BHEL approved Drawings and Datasheets.		
25	<b>Special requirement</b> like acceptance test/ type test etc for a particular tender will be indicated by BHEL in enquiry under NOTES. The same shall be considered while quoting.		
26	<b>INSPECTION:</b> BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online ( <a href="http://cqir.bhel.in">http://cqir.bhel.in</a> ) only, with an advance notice of at least 3 days. In case of foreign vendors, Inspection shall be done by Lloyds/TUV /Bureau Veritas/BNV or it's equivalent TPIA and the charges for the same shall be included in the quoted price. IBR or its equivalent certification charges shall be inclusive. TC's shall be submitted to BHEL for review.		
27	Special cases like Overall L1 evaluation/ Reverse Auction etc shall be indicated in the respective enquiry and vendor should note that.		
28	O&M Manuals in 10 sets of hard copy and 3 sets of CD shall be part of FINAL Documentation, if applicable.		
29	<b>TECHNICAL SPECIFICATION:</b> As attached		
30	<b>QUALITY PLAN:</b> As Attached		
31	Any revision/ change in Specification/ Commercial Checklist/ Standard terms and Condition/ Quality plan, if any will be intimated to the vendor and commencement to TCMOU will be taken up accordingly.		
32	If there is any conflict in clause mentioned in COMMERCIAL TERMS & CONDITIONS (ANNEXURE-A) and General Conditions (GCC), SCC then clause mentioned in SCC supersedes the requirement.		NON DEVIATABLE
33	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 20 days from the date of receipt of PO valid till completion of the contract + 3 months claim period.		NON DEVIATABLE

**Notes to follow:-**

1. It is a two part bid Tender.
2. Technical Bid will be opened first, on the due date, indicated on the Tender. After freezing it technically, the Price Bid will be opened. The date for the Price Bid opening will be informed to you later.
3. All the items should be dispatched to Bhadradari site directly on door delivery basis with Consignee Copy (Indigenous vendors) attached.
4. Supplier shall submit their offer as per BHEL terms and conditions. Suppliers shall not enclose their General terms and conditions.
5. If there is any deviation or non-conformance to the above terms, your offer will not be considered and it will be summarily rejected.
6. **If there is any conflict in clause mentioned in commercial terms & conditions (Annexure-A), GCC & SCC, then clause mentioned in this Annexure-A supersedes the requirement.**
7. Inspection by BHEL/ BHEL nominated TPI/Customer is a must. Inspection charges if any will be borne by BHEL.
8. Bidders to please note that the Terms & Conditions contained in this document and special conditions, if any, are to be read along with General conditions of the Contract of BHEL.
9. Right of rejection/Non-placement of PO: BHEL reserves all right for rejection any or all offers without assigning any reason in the interests of BHEL.
10. Vendors to confirm their acceptance to each of the above clauses by signature with stamp in the vendor response column.
11. Vendor to quote their prices as per the price format only.

**ANNEXURE - B**  
**DECLARATION SHEET**

I/We, \_\_\_\_\_ hereby declare and confirm that we have read the tender documents and noted the job content for the \_\_\_\_\_ projects, under specification no \_\_\_\_\_, issued by BHARAT HEAVY ELECTRICALS LIMITED, PROJECT ENGINEERING & SYSTEMS DIVISION, RAMACHANDRAPURAM, HYDERABAD and acquired full knowledge and information about the nature of the job and other tender clauses. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of scope of work.

I/We, hereby offer to carry out job as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

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

1. Volume-IA/ Volume-IB/ Volume-IC/NIT/ Pre-qualification criteria of tender specification.
2. Other sections, annexures, schedules, documents etc.

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 authorized 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 have deposited/forwarded herewith the earnest money deposit (if applicable) in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide BHEL cash receipt No \_\_\_\_\_, dated \_\_\_\_\_, Call deposit no \_\_\_\_\_, dated \_\_\_\_\_, Demand draft no \_\_\_\_\_, dated \_\_\_\_\_, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) mentioned above, shall make up the security deposit for the \_\_\_\_\_ work as provided for in the tender specification within the stipulated time as may be indicated by PE&SD BHEL, RC Puram, Dist Medak, Telangana 502032.

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 - C**  
**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 - D**

**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

Sl no	Ordering agency	End Customer	Location	Project details (Process, No of units, application etc.)	Scope of work	Typical list of items covered under contract	Date of contract awarded	Contract value in Rs lac	%age work completed & due date for completion	Date of completion if job is already over
1	2	3	4	5	6	7	8	9	10	11

Signature of the tenderer

**ANNEXURE – E**

**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-B) :
- 10. Details of experience (in the format of Annexure-D) :
- 11. Financial status (in the format of Annexure-C) :
- 12. Valid Income tax clearance certificate :

Date.....

Signature of the tenderer  
(with company seal)

Witness (signature with full particulars)

- 1.
- 2.

**ANNEXURE – F**

**TIE-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
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(SECOND PARTY)

[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 – G**

**REQUEST 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.	Commodity	Qty	UOM (Units of Measurement)	Value (Rs.)

Mention the reference of our PO Nos and also indicate Goods were dispatched 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 – H**

**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 - I**

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

-----  
(PERFORMANCE BANK GUARANTEE)  
(SECURITY DEPOSIT)  
-----

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 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 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

WITNESSESS:

(1)

(2)

## **Annexure - J**

### **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 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, 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.

## **Annexure – J**

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-K

**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 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 MSMED Act, 2006:  
**Rs.....Lacs**

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

The above investment of Rs.....Lacs is within permissible limits 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  
04.11.13 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

#### **ANNEXURE – L**

##### **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.

##### **4. Recommendations**

Please note 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 -'I' (copy enclosed) 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 o 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-'II' (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.

## **Annexure-I**

### **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 / retainer ship 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.

**Annexure-II**

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)****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

- Attach **authorization letter** and **agency agreement** from Principal (from whom capital equipment is procured)

- Attach copy of declaration from Foreign Principal for **total**

**Guarantee I 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

**Annexure-M**

**List of dispatch documents to be submitted along with Invoice**

Each Vendor Invoice against each dispatch should be accompanied with following documents

1. proof of dispatch i.e., Copy of LR
2. Packing List / deliver chalan showing number of packages, their dimensions & gross weight, date of packing, item-wise details of material packed in each of these boxes like qty and net weight under the signature of vendor representative.
3. The items description in packing list shall be exactly in line with the Vendor BBU for the PO. If any sub-assemblies / components of a BBU line item being dispatched are proposed to be sent loose, then the list of items packed as loose items also should be indicated along with the item description in the packing list.
4. Excise invoice, original for buyer copy, in the case of manufacturer vendor

Or

- VAT invoice copy, in the case of trader vendor
5. Inspection report by TPIA / BHEL

Following additional documents are also required along with each vendor invoice, as applicable

Please note that stipulated payment terms period as mentioned in GCC / SCC will start only after receipt of all the relevant dispatch documents.

O&M Manual is required for processing any bill which take the quantum of dispatch past 80 % of supply order value.

<b>Document</b>	<b>Applicability</b>
Test Certificate	
Type test certificate	
Routine Test Report	
Calibration Report	
IBR Certificate	
PESO Certificate	
Flame Proof Certificate	
Guarantee Certificate	
Radiography Report	
Hydro-test Report	
Positive Material ID report	
O&M Manual	
AS Built Final Drawings	
Certificate of completion of PG Test at site	
Certificate of Handing over to Customer	