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ANNEUXURE-A (Special Terms & Conditions)**INSTRUCTIONS TO BIDDER (ITB)**

(Attachment to Enquiry No:- [T7E1086736](#) Due on Date [02.04.2015](#) 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.	SCOPE OF SUPPLY:		
	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.		NON DEVIATABLE
2.	GENERAL INSTRUCTIONS:		
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	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
C	<p>Evaluation of Offers & Ordering: Vendor must quote for all the items of the enquiry and indicate price for all the items in price bid offer only. Incomplete (i.e. not quoting any item of the enquiry) offers will stand rejected.</p> <p>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.</p> <p>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 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 seal 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.</p> <p>Information and General Terms and Conditions governing RA are enclosed as per Annexure-J. 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.</p>		
D	PRICE BIDS SHALL BE EVALUATED ON LANDED COST basis to BHEL (after considering CENVAT/VAT benefit, if any) and w.r.t the Finalized Technical Scope and Commercial Conditions only.		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. BHEL shall intimate in advance such criteria for loading to the concerned vendors before price bid opening.		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

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
G	<p>Bidders have to submit hard copies to the following address: - Purchase Officer / PE & SD, Vendor complex (Tender Box) BHEL, Hyderabad – 502 032</p> <p>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 technicalbid@bhelhyd.co.in and price bid to be submitted to pricebid@bhelhyd.co.in. 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. In the mail, subject should contain Enquiry No. and due date.</p>		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.	OTHER PARTICULARS (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).		
4.	BID SUBMISSION PROCEDURE: (refer NIT covering letter also)		
	For two-Part Bid:		
A	<p>Two part bid consisting of</p> <p>i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., 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</p> <p>ii) Price Bid (Part-II), 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.</p> <p>All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>		NON DEVIATABLE
B	<p>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.</p> <p>In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders.</p>		NON DEVIATABLE
C	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
D	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.	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis only i.e. FOR BHEL RC-PURAM Site, TELANGANA State only. Bidder to quote basic price including Packing & Forwarding for supply items as per Price Bid Format. Freight & Insurance for supply items up to site are in supplier's scope and to be quoted Extra in Price Bid Format. (Refer clause -24 below for additional details).		
B	Imports		
	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.		

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
6.	Documentation:		
A	Indigenous Purchase		
	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-dispatch Inspection report, Test/ Guaranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch 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 dispatches from vendor works to site, material receipt certified by site office shall be provided.		NON DEVIATABLE
B	Imports		
	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-dispatch 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 dispatch 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.	Delivery Schedule		
A	Indigenous supplies: Delivery in <u>FIVE months</u> from the date of Purchase Order/LOI. 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	Foreign supplies: The date of BL/AWB will be reckoned as delivery completion date. Date of Bill of Lading/AWB will be considered as delivery date for penalty purpose.		NON DEVIATABLE
8.	Pricing Terms		
	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.	PRICE VALIDITY :		
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 180 days from the date of Placement of PO for the main equipment.		
10.	Taxes & Duties. (DATA TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes and duties e.g. Excise duty, Service Tax, Sales Tax, VAT etc. as applicable shall be quoted in the following manner.		
I	Excise Duty: Excise Duty is exempted for STP-BHEL RC-PURAM project. Exemption will be given to the vendor on whom the purchase order is released. For sub-vendor items Excise duty exemption is not applicable.		
ii	CST against form C in %. Bidder shall also indicate full rate of sales Tax where Concessional form cannot be issued by BHEL.		
iii	VAT (wherever applicable): To be quoted as extra in %		
Iv	Service Tax: 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	Taxes deducted at source: 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
B	Foreign Purchase (Imports)		
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	Taxes deducted at source: 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
iii	Other taxes & duties, if any to be indicated here.		
11	Payment Terms:		
A	Indigenous Purchase:		
	i) Supply: 90% against dispatch documents and after receipt of materials at BHEL RC-Puram site (payable on site certification i.e. acknowledged LR) and balance 10% shall be payable after i) Receipt of O & M manuals, final drawings along with CDs ii) Submission of performance BG (from a nationalized Bank) for the 10% of order value valid for guarantee period + 3 months claim period iii) Submission of E1 forms against exchange of C form from BHEL. All documents are to be submitted directly to us, and not through Bank. The Taxes and duties that are reimbursed would be the one applicable as on the scheduled purchase order delivery date or the amount actually paid whichever is less.		
	ii) Payment shall be made within 90 days (45 days in case of MSEs (Covered under MSME Act) which are registered and renewed periodically with BHEL) after receipt of clear bill along with relevant supporting documents from you (applicable to every bill).		
B	Imports (foreign purchase)		
	i) Irrevocable Letter of credit shall be established for 100% (less Indian agency commission) of the value before 1 month of confirmed date of dispatch, valid for 3 months including bank negotiation period of 21 days from the date of opening. This shall be indicated in LC terms. LC is encashable against Shipping Documents and submission of inspection Report negotiated through Bank. Any LC Confirmation or Validity Extn charges are to suppliers A/c. LC shall be opened only in the name of vendor on whom purchase order is placed. (OR)		
	ii) Cash against documents / Sight draft Purchaser can also accept payment terms against presentation of documents to the Purchaser's Bank / sight draft. All banking charges outside India will have to be borne by the supplier. Performance Bank Guarantee shall be submitted for 10% of order value valid for guarantee period + 3months claim period and shall be confirmed by Indian bank (applicable to i & ii above).		
	iii) Indian Agency Commission: If there is Indian Agent, it is a mandatory to give the details of agreement between Manufacturer and Authorised Agent indicating the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender.		
C	Supervision of Commissioning & Installation: 100% payment based on site certification by BHEL officials after completion of Supervision work and submission of clear invoice along with relevant supporting documents directly given to BHEL Hyderabad. (Payment shall be made as per Clause (11Aii) above).		
D	No advance payment is acceptable. In case BHEL considers any deviation in payment terms i.e. early payment, then it will be loaded by considering Base rate of SBI (as applicable on the date of bid opening (i.e. Techno-commercial opening) +6% for the period of relaxation sought by the bidder.		NON DEVIATABLE
12	Penalty clause: a) Penalty (not liquidated damages) 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. b) No grace period shall be allowed for calculating penalty period. Any deviation in penalty clause shall be considered by loading difference in quote		

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
	towards penalty clause on vendors quoted prices while evaluating the tender priority beyond the delivery schedule. c) Penalty clause is not applicable for Supervision work.		
13	Guarantee Period: Full Guarantee for the performance of the items for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier, shall be furnished.		NON DEVIATABLE
14	Inspection: For Indigenous vendors, Inspection will be done by BHEL/BHEL TPI. Third Party Inspection charges will be borne by BHEL. In case of foreign vendors, Inspection shall be done by Lloyds/TUV/Bureau Veritas/BNV/ and the charges for the same shall be included in the quoted price. TCs shall be submitted to BHEL for review.		
15	MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure - 1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.		
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.16. The Vendors may specifically note the following.			
16	Evaluation and Loading Criteria:		
A	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 (TT 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(a)	In case of foreign bidders , the FOB price shall be loaded by the following factors to arrive at the Delivered Cost:		
i	Marine Freight & Insurance: @3% (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 & inland freight: @ 3.0% of FOB value (5% for plates, pipes & structurals).		
17	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.		
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.		NON DEVIATABLE
19	RISK PURCHASE: 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
20	FORCE MAJEURE CONDITION: 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		NON DEVIATABLE

Sl. No:	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE	DEVIATIONS / COMMENT
	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.		
21	ARBITRATION: 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.		NON DEVIATABLE
22	LEGAL SETTLEMENT: Subject to clause 21 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
23	Bidder shall submit stamped & signed copy of BHEL's General Conditions of Contract enclosed.		NON DEVIATABLE
24	Vendors to quote price as per Price Bid Format clause 7.00.00 of specification PY55085 Rev-01. Vendor should include P&F charges for the supply items in the basic price. Taxes & Duties are extra and to be indicated separately as per Clause 10 above. Freight & Insurance for supply items up to site are in supplier's scope and to be quoted Extra and to be indicated separately in the Price Bid Format. Offers shall be evaluated as per clause 16 above, incomplete offers will be rejected.		NON DEVIATABLE
25	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. Your (a) Technical Bid with Commercial terms & GCC and (b) Price Bid in two different sealed covers, putting these in one big envelope. The details like, Tender Enq/Collective No., due date, whether the cover contains price Bid or Technical Bid, your address etc., should be super scribed clearly on the cover. Vendor should not submit commercial terms along with the price bid, if enclosed it will be ignored. Whatever terms & conditions agreed prior to Price Bid opening are final. Also Bill of Material for the subject material should be furnished along with your Technical Bid.
3. 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.
4. All the items should be dispatched to **BHEL RC-PURAM** site directly on door delivery basis with Consignee Copy (Indigenous vendors) attached.
5. Supplier shall submit their offer as per BHEL terms and conditions. Suppliers shall not enclose their General terms and conditions.
6. If there is any deviation or non-conformance to the above terms, your offer will not be considered and it will be summarily rejected.
7. **If there is any conflict in clause mentioned in terms & conditions (Annexure-A) and General Conditions (GCC), then clause mentioned in Annexure-A supersedes the requirement.**
8. Inspection by BHEL/ BHEL nominated TPI is a must. Inspection charges if any will be borne by BHEL.
9. 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 tender due date.
10. 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.
11. 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.
12. Vendors to confirm their acceptance to each of the above clauses by signature with stamp in the vendor response column.
13. 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/ Volume-ID/ Volume-IE/ PY55085 Rev 01/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) 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-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.....

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
RsLacs 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