



Bharat Heavy Electricals Limited

Corporate Mergers & Acquisitions

Ref No: AA/M&A/BHPV/LA

Date: 12.04.2012

Dear Sir,

Subject: Request for Proposal (RFP) for Engagement of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)

1. Bharat Heavy Electricals Limited (BHEL), a Govt. of India Undertaking, intends to engage a Law Firm (Advisor) for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL). The Terms & Conditions and Scope of Work to be performed by the advisor are detailed in the enclosed documents comprising the following:
 - a. Section I Instructions to Bidders
 - b. Section II Terms & Conditions of Contract
 - c. Section III Scope of Work
 - d. Section IV Formats A to D
2. The complete offer (both Techno-commercial Proposal and Price Proposal) is to be submitted latest by 1400 Hrs on 26.04.2012. The proposals would be received in a sealed cover super-scribing thereon "Proposal for Appointment of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)". The Techno-commercial Proposal will be opened on 26.04.2012 at 1400 Hrs at Corporate Office, BHEL, Asiad, New Delhi - 110049.
3. No deviation from the Instructions to Bidders (Section I), Terms & Conditions (Section II), Scope of Work (Section III) and Formats A to D (Section IV) is permitted.

The proposal as per above may be delivered at the following address:

Ritesh Yadav
Manager, M&A
Bharat Heavy Electricals Limited
BHEL House, Siri Fort
New Delhi - 110049
India
Tel.: +91 11 66337218, Fax: +91 11 66337313
Email: ry@bhel.in

Thanking you,

Yours faithfully
For & on behalf of
Bharat Heavy Electricals Limited

Sd/-

(Ritesh Yadav)
Manager, M&A

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Important Timelines

S. NO	PARTICULARS	DATE	Time
1	Flotation of RFP	12.04.2012	-
2	Deadline For Submission of Proposals	26.04.2012	1400 Hrs
3	Opening of Techno-Commercial Proposals	26.04.2012	1400 Hrs

Documents to be submitted

S. NO	PARTICULARS	Refer
1	Signed & Stamped RFP	Clause 3.1 of Section I
2	Covering Letter & No Deviation Certificate	Format A of Section IV
3	Letter of Undertaking	Format B of Section IV
4	Declaration Form	Format C of Section IV
5	Price Proposal Form	Format D of Section IV
6	Copy of Letter of Award / Purchase Order / Reference letter from clients for the amalgamation / merger completed by bidder	Clause 5.2 of Section I
7	Copy of MCA order / BIFR order for the sanctioning of scheme of amalgamation / merger completed by bidder	Clause 5.3 of Section I

INSTRUCTIONS TO BIDDERS

1. INFORMATION FOR BIDDERS

- 1.1. Bharat Heavy Electricals Limited (BHEL), a Government of India Undertaking intends to engage a Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL) in line with the 'Instructions to Bidders', 'Terms & Conditions of Contract', 'Scope of Work' and 'Formats A to D' as detailed in Section I, II, III and IV of this RFP, respectively.
- 1.2. The prospective firms are to give their concurrence to 'Instructions to Bidders', 'Terms & Conditions' and the 'Scope of Work' and completed Formats A to D. Price offer of firms, short listed on the basis of the above concurrence, shall be evaluated.
- 1.3. BHEL will provide necessary inputs / information as considered necessary to the successful Bidder for completion of the assignment.
- 1.4. The cost on account of preparation of proposal, negotiation, discussion etc., as may be incurred by the bidder in the process of finalisation of the contract is to be borne by the respective bidder and is not reimbursable by BHEL.
- 1.5. BHEL reserves the right to reject any or all proposals, wholly or partially, without assigning any reasons whatsoever. The rights of acceptance of proposal will rest with BHEL and does not bind BHEL to accept the lowest or any proposal.
- 1.6. BHEL reserves the full right to cancel the RFP without assigning any reason whatsoever and reserves the right for the following: A) to reject any or all the proposals. B) to split up the work amongst two or more bidders C) to award the work in part.
- 1.7. Sub-contracting in part or full of the advisory/ consultancy assignment awarded to the successful Bidder is not permitted, except as specifically approved by BHEL.
- 1.8. BHEL reserves the right to finalise the tender through the process of Reverse Auction-RA (online bidding) instead of opening of sealed price bids for determining the lowest bidder. The RA is to be conducted as per BHEL guidelines which will be sent to techno-commercially qualified bidder before the event.
- 1.9. As per the Government of India guidelines, the RFP has also been published on the Central Public Procurement Portal (CPPP) at www.eprocure.gov.in .

2. PROPOSAL DOCUMENTS

The proposal documents shall consist of

- | | | |
|------|--------------------------------|---------------|
| i. | Instructions to Bidders | - Section I |
| ii. | Terms & Conditions of Contract | - Section II |
| iii. | Scope of Work | - Section III |
| iv. | Formats A to D | - Section IV |

Any communication may be sent to the following address:

Ritesh Yadav, Manager (M&A)
Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi - 110049, India
Tel.: +91 11 66337218, Fax: +91 11 66337313
Email: ry@bhel.in

At any time before the scheduled date of submission of proposal, BHEL may, for any reason, at its own initiative, modify the RFP by issuing an amendment. The amendment, if any, will be sent by fax /e-mail to all the Firms and will be binding on them. BHEL may, at its discretion, extend the deadline for submission and/ or opening of the proposals.

3. INSTRUCTIONS FOR PREPARATION & SUBMISSION OF PROPOSALS

- 3.1. Acceptance of the 'Instructions to Bidders', 'Terms & Conditions', 'Scope of Work' and completed Formats A, B & C shall be indicated by return of signed copy of the same (on each page) by an authorised representative along with the seal of the company/ firm (along with Techno-commercial Proposal). Firms not complying with the above shall invite disqualification. Sections I, II, III & IV will be binding on all the firms. Completed Format D shall be submitted in separate sealed envelope duly signed by authorised representative along with seal of the company.
- 3.2. The complete proposal is to be submitted latest by 1400 Hrs on 26.04.2012 with company seal. The proposal would consist of two parts - "Techno-commercial Proposal" and "Price Proposal" (refer Clause 5 & 6 of Section I for details). Both the proposals should be put in separate sealed covers super-scribing thereon "Proposal for Appointment of legal firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL) - * ", " * " should be substituted by a. Techno-commercial Proposal b. Price Proposal for the respective Proposal. The Techno-commercial Proposals will be opened on 26.04.2012 at 1400 Hrs at Corporate Office, BHEL, Asiad, New Delhi - 110049 in presence of parties who choose to be present during the Proposal Opening. No details will be read out during the opening.

4. QUALIFYING REQUIREMENT

Advisors should have successfully completed at least one assignment of Amalgamation / Merger of Central Public Sector Enterprises (CPSEs) of Govt. of India in the last five Financial Years i.e., 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12.

5. TECHNO-COMMERCIAL PROPOSAL

Following information/data shall be provided in the "Techno-commercial Proposal".

- 5.1 Signed Copy of Section I, Section II, Section III and filled up & signed Formats A, B & C of Section IV of the RFP.
- 5.2 Copy of Letter of Award / Purchase Order / Reference letter from clients for the amalgamation / merger completed as specified at clause 4 of Section I above.
- 5.3 Copy of MCA order / BIFR order for the sanctioning of scheme of amalgamation / merger as specified at clause 4 of Section I above.

6. PRICE PROPOSAL

- 6.1. For the present assignment, the Bidder shall quote single lumpsum price in Indian Rupees covering the total assignment as given in the 'Scope of Work (Section III)', in the Format D of Section IV. No expenditure other than those quoted, will be entertained by BHEL on any account for the defined 'Scope of Work'. Any Out of Pocket Expense (OPE) on account of travel / boarding / lodging etc and other incidental charges shall not be reimbursed and they must be part of the lump-sum price quoted.

- 6.2. The price quoted by the bidders shall remain valid for a period of 30 days after the date of proposal opening. In exceptional circumstances, BHEL may solicit the Bidder's consent for extension of the proposal validity period. When the Bidder extends the period of validity, the same shall be done without any modification to the proposal by the Bidder.
- 6.3. The price shall be firm and inclusive of all taxes, levies, cess etc. but excluding of Service Tax and any Statutory fee to be paid by BHEL or BHPV. Service Tax, if any, will be payable extra as applicable against documentary evidence and hence not to be included in the price proposal. BHEL shall be authorised to make statutory deductions as applicable from the fee payable to the advisor.
- 6.4. The price proposal must be submitted in a separate sealed cover along with the Techno-commercial proposal. It must be ensured that price proposal bears the signatures of the authorised representative along with the seal of the company / firm.

7. PROPOSAL EVALUATION

- 7.1. The price proposals shall be opened only for the Firms who comply with the RFP, comprising Instructions to Bidders, Terms & Conditions of Contract, Scope of Work and submit duly filled and signed formats A, B & C of the RFP.
- 7.2. Any effort by the Bidder to influence BHEL in BHEL's evaluation, comparison or contract award decision may result in the rejection of the Bidder's proposal.
- 7.3. BHEL reserves the right to finalise the tender through the process of Reverse Auction-RA (online bidding) instead of opening of sealed price bids for determining the lowest bidder. The RA is to be conducted as per BHEL guidelines which will be sent to techno-commercially qualified bidder before the event.
- 7.4. Price Proposal will be evaluated taking into account the total-lump sum quoted price. The above evaluation criteria over-rides all other similar related clauses appearing anywhere in the RFP, and such clauses are deemed to have been modified to the extent stipulated above.

8. AWARD OF CONTRACT

- 8.1. The contract will be awarded to the Bidder whose proposal is found to be technically and commercially acceptable and evaluated lowest.
- 8.2. The total lump sum price quoted by the Bidder shall remain firm during the entire period of the contract.

TERMS & CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. DEFINITIONS:

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a) "Applicable Law" shall mean the Indian Law both substantive and procedural.
- b) "Contract" means the Contract signed by the parties, to which these Terms & Conditions of Contract (T&C) are attached together with all the documents listed in such signed Contract.
- c) "Contract Price" means the price, in Indian rupees, to be paid for the performance of the Services, in accordance with the payment terms.
- d) "Process" shall mean the Merger of 'Bharat Heavy Plate and Vessels Limited' (BHPV) with BHEL and BHEL's participation in the same. The "Process" shall broadly include all activities as detailed out in 'Scope of work' in Section III.
- e) "Party" means BHEL or the advisor, as the case may be, and "Parties" means both of them.
- f) "Personnel" means persons hired by the advisor as employees and assigned to the performance of the Services or any part thereof.
- g) "Services" means the work to be performed by the advisor pursuant to this Contract, as described in the detailed Scope of work (Section III).

- 1.2. Law governing the contract Subject to Clause 6.1 herein below, this Contract, including all matters connected with this contract, its meaning and interpretation, and the relation between the Parties shall be governed by and construed in accordance with the Applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi (India).
- 1.3. Application for interpretation Application for interpretation of any clause in the RFP, the interpretation of BHEL shall be final and binding on the advisor.
- 1.4. Language English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5. Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by speed post, telex, telegram, e-

mail, or facsimile to such Party i.e. BHEL or advisor.

- 1.6 Authorised Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by BHEL or the advisors may be taken or executed by the officials authorised for the purposes and informed in writing.
- 1.7 Taxes and duties The advisors and their Personnel shall pay taxes, duties and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. BHEL shall be authorised to deduct tax as applicable from the fee payable to the advisor.

2. COMMENCEMENT, SCHEDULE, MODIFICATION & TERMINATION OF CONTRACT

- 2.1. Effective date of contract This Contract shall come into effect on the date of issue of Letter of Intent / Letter of Award by BHEL.
- 2.2. Acceptance of Letter of Award The successful bidder shall give acceptance to the Letter of Award to BHEL within 24 hours of issue of the same by BHEL by way of return of signed copy of letter of award.
- 2.3. Commencement of Services The advisors shall begin carrying out the Services immediately after the date the Contract becomes effective.
- 2.4. Period of contract The contract shall be co-terminal with the completion of the Process or BHEL's decision to withdraw from the same, whichever is earlier.
- 2.5. Schedule The schedule of execution of the contract shall be governed by the Process and shall be treated as sacrosanct. No charges whatsoever shall be entertained by BHEL due to variation in the said schedule.
- 2.6. Modification Modification of the terms and conditions of this Contract, including any modification of the scope of Services or modification of the Contract price may only be made by written agreement, based on mutual consent, between the Parties.
- 2.7. Force Majeure
- 2.7.1. Definition For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, such occurrence including, but not limited to, acts of God, war, nature, public disorders, strikes, riots, etc., acts of government authorities, etc, not within the control of the party.
- 2.7.2. No breach of Contract The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of or Default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party

affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.8. Termination

BHEL may terminate this Contract, by oral notice, to be confirmed in writing, within 24 hours of such oral intimation. Termination can be due to the occurrence of any or all of the events referred as under:

(a) if the advisor, in the judgement of BHEL has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any individual or public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BHEL.

(b) If BHEL is unsuccessful/not allowed to proceed at any stage of the process.

(c) If BHEL, at its sole discretion, decides to terminate this Contract.

2.8.1. Termination Fees

On termination of this Contract due to 2.8(b) and/or 2.8(c) the advisor shall be compensated for the work completed till the point of termination, determined by the milestones defined as per payment terms clause 4.2.

2.9. BHEL’s right to accept recommendations

BHEL reserves the right to accept, modify or reject the recommendations of the advisor in all matters pertaining to the said process, including the bid price.

3. OBLIGATIONS OF THE ADVISORS

3.1. General

The advisor shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The advisor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to BHEL and shall at all times support and safeguard BHEL's legitimate interests in any dealings with third parties.

The offers of the bidders who are on the banned list as

also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

- 3.2. Conflict of Interest
- 3.2.1. Advisor not to benefit from commissions etc
- The remuneration of the advisor pursuant to Clause 4.0 shall constitute the advisor's sole remuneration in connection with this Contract or the Services, advisor shall not accept for their own benefit any trade commissions, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, except as permitted by BHEL.
- 3.2.3. Confidentiality
- The advisor, with mutual understanding, shall execute a 'Deed of confidentiality Undertaking', as per the format & contents specified by BHEL, if any.
- 3.2.4. Indemnity & Limitation of Liability
- The advisor shall indemnify and hold harmless BHEL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, damages, costs and expenses, of whatever nature, including attorney's fees and expenses, which BHEL may suffer as a result of any infringement of any Intellectual Property Rights, breach of confidentiality, etc arising out of the actions of the advisor, its employees and officers at any time during the term of this Contract.
- Except as finally determined to have resulted from advisor's gross negligence or wilful misconduct, the aggregate liability of the advisor under this agreement or otherwise in connection with the services hereunder shall not exceed the total fees payable by BHEL to the advisor for its services hereunder.
- 3.3. Deployment of personnel
- The advisor shall employ suitable qualified personnel. The professional qualification of key personnel proposed to be deployed on this assignment is to be furnished to BHEL, and no changes shall be made, except with prior approval of BHEL.
- 3.4. Removal and/or replacement of Personnel
- (a) If BHEL finds that any of the Personnel have
- (i) Committed serious misconduct or have been charged with having committed a criminal action; or
 - (ii) Been removed as an advisor or consultant or counsel involving any issue arising out of either moral probity or incompetence; or
 - (iii) Any criminal investigation or enquiry in any form is pending against him;
- Or if BHEL has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the advisor shall, at BHEL's written request

specifying the grounds thereof, promptly within a period of two working days provide as a replacement a person with qualifications and experience acceptable to BHEL.

(b) The advisor shall have no claim in any manner whatsoever for additional Costs arising out of or incidental to any removal and/or replacement of Personnel.

4. PAYMENTS TO THE ADVISOR

4.1. Payment will be made to the account of the advisor and according to the payment terms stated hereunder. The payment shall be made after the conditions listed for such payment have been met, and the advisor has submitted an invoice to BHEL specifying the amount due.

4.2. PAYMENT TERMS

4.2.1. No advance shall be paid.

4.2.2. Payments will be released in following stages subject to fulfilment of the obligations for the stages as given below:

- (i) 20% on preparation of the Draft Merger Scheme and its approval by the Board of Directors of BHEL.
- (ii) 10% on filing of the Merger Scheme with the Operating Agency & BIFR.
- (iii) 10% on obtaining cabinet approval for the Merger.
- (iv) 20% on Conclusion of the meetings of shareholders and / or creditors, or upon waiver of such meetings.
- (v) 20% on Receipt of the final order sanctioning the Merger Scheme from the BIFR.
- (vi) 20% on Completion of post merger activities including compliance with laws / regulations, if any.

5. PROCEDURE OF PAYMENT

5.1. Payment shall be released on submission of invoice in quadruplicate along with supporting documents including certification by General Manager, Corporate Mergers & Acquisitions on behalf of BHEL. Payment shall be released, by way of a crossed account payee cheque payable at Delhi or ECS/NEFT, within 30 days of receipt of invoice complete in all respects.

6. SETTLEMENT OF DISPUTES

6.1. If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to the arbitration of a sole arbitrator. The said arbitrator shall be based in Delhi and will be of Indian Nationality. The arbitration proceedings will be in English language only and all the documents submitted will be in English language. Subject as aforesaid, the provisions of Arbitration & Conciliation act, 1996 (India), statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Delhi, India.

7. CONTRACT AGREEMENT

- 7.1. The successful bidder will be required to sign a contract agreement for Advisory / Consultancy assignment within 24 hours of the time of Letter of Award.

SCOPE OF WORK

1. SCOPE OF THE ASSIGNMENT

The scope of work in relation to providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV), a sick company referred to Board of Industrial and Financial Reconstruction (BIFR) and a wholly owned subsidiary of BHEL having its Registered Office at Visakhapatnam, Andhra Pradesh, with Bharat Heavy Electricals Limited (BHEL), having its Registered Office at New Delhi, is provided below. The scope of work is indicative only and the intent is to provide the broad heads under which work shall be done and the Firm is expected to provide complete services related to such scope of work as is generally prevalent in the industry.

2. DETAILED SCOPE

The detailed scope of work for merger of BHPV, a sick industrial company referred to BIFR with BHEL including drafting and sanction of the proposed Scheme of Merger of BHPV with BHEL is as given below:

- a. Preparation of detailed micro level list of activities in the logical sequence,
- b. Preparation and drafting of the Merger Scheme as per the applicable laws,
- c. Validation of the business proposals comprised in the Merger Scheme, as well as advice in relation to obtaining of Board approvals for the Merger Scheme and notice to the Stock Exchanges under the Listing Agreement,
- d. Advice in relation to stamp liabilities and duties which may be payable on the Merger Scheme, conditions for obtaining tax reliefs under Income Tax Act, industrial and employment laws, FEMA and RBI issues, transfers of contracts and agreements and compliance of SEBI/Stock Exchange regulations,
- e. Advice in relation to issues arising under the Sick Industrial Companies (Special Provisions) Act, 1985, co-ordination with Operating Agency / Monitoring Agency and advice pursuant to proceedings before the Board of Industrial and Financial Reconstruction (BIFR) / Board for Reconstruction of Public Sector Enterprises (BRPSE), and filing appropriate applications, as may be required,
- f. Structuring and drafting of corporate approvals including board resolutions required for approving and commencing the proceedings for sanction of the Merger Scheme and giving effect thereto,
- g. Advice in relation to the filing of the draft Merger Scheme with the appropriate authorities in accordance with the applicable laws,
- h. Drafting of all the applications / pleadings etc. to be filed before the appropriate Ministries/ authorities, as may be required,
- i. Drafting of advertisements to be issued in newspapers calling for objections etc to the Merger Scheme as may be required/directed by the appropriate authorities,
- j. Strategy, planning and preparation of forms viz. ballot papers, counting forms and scrutineer's reports, etc. in relation to shareholders meeting / creditors meeting, if required,

- k. Attending the meetings of the shareholders and the creditors of BHEL/BHPV, if required,
 - l. Providing post sanction advice on the Merger Scheme, which is inclusive of advice on vesting of the properties, on compliance of SEBI/ Stock Exchange regulations, effecting proper transfer of all licenses and statutory approvals, on compliance of applicable laws and drafting & submission of requisite forms, responses, intimations etc., wherever applicable,
 - m. Attending the meetings with designated authorities in the appropriate ministries/authorities, if required. Advice in relation to and/or attending hearings before appropriate authorities for satisfaction of queries or providing responses to objections to the Merger and further follow-up for expeditious sanctioning of the Merger Scheme, if and when required,
 - n. Advice and support to BHEL on any other subject matter relating to the Merger Scheme that may arise for implementation thereof.
 - o. Filing of the Certified Copy of the Order of the sanctioning of the Merger Scheme with the Registrar of Companies.
- 3. Public Announcements**
- The Advisor shall not directly or indirectly issue or make any public announcement or statement regarding the engagement and/or transaction without BHEL's explicit consent.

**FORMAT A - PROPOSAL FORM: COVERING LETTER & NO DEVIATION
CERTIFICATE ON BIDDERS LETTER HEAD**

The bidders are required to submit the covering letter in Format A along with 'Techno-commercial' Proposal. This Form should be in the letter head of the bidders, who are submitting the proposal.

Date: _____

Proposal Ref. No. AA/M&A/BHPV/LA

To,
Manager,
Mergers & Acquisitions
Bharat Heavy Electricals Limited,
BHEL House, Siri Fort,
New Delhi -110 049

Dear Sir,

Sub: No Deviation Certificate and Proposal for appointment of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)

With reference to RFP Ref No. AA/M&A/BHPV/LA dated 12.04.2012 of BHEL and having examined it, we, the undersigned, offer to propose our services as Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)", in full conformity with the said RFP.

We have read the provisions of RFP (Section I, II, III & IV) and confirm that these are acceptable to us. We further declare that we have not taken any deviation on the RFP and additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this Proposal, consisting of this letter, the Techno-commercial Proposal and the Price Proposal.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any proposal you receive.

Place.....

Signature.....
Name.....
Designation
Firm's Name & Address.....
.....
Contact No.....
Email.....

FORMAT: B (UNDERTAKING LETTER ON BIDDERS LETTER HEAD)

The bidders are required to submit the Undertaking in Format B. This Form should be on the letter head of the bidders, who are submitting the proposal.

Date: _____

To,
Manager,
Mergers & Acquisitions
Bharat Heavy Electricals Limited,
BHEL House, Siri Fort,
New Delhi -110 049

Dear Sir,

Sub: Letter of Undertaking

With reference to RFP Ref. No. AA/M&A/BHPV/LA dated 12.04.2012 of BHEL for appointment of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL) we declare that ("Name of the Firm along with Address") is not involved in any financial irregularity, disciplinary action, scam during last 3 financial years.

We hereby agree that any misinterpretation or concealment of facts in this Undertaking may lead to our disqualification from the appointment process.

Place.....

Signature.....
Name.....
Designation
Firm's Name & Address.....
.....
Contact No.....
Email.....

FORMAT C - Declaration Form - Proposal for appointment of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)

Declaration

We hereby declare that we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court.

Place.....

Signature.....

Name.....

Designation

Firm's Name & Address.....

.....

Contact No.....

Email.....

FORMAT D - Price Proposal Form - Proposal for appointment of Law Firm for providing legal services in connection with merger of Bharat Heavy Plate and Vessels Limited (BHPV) with Bharat Heavy Electricals Limited (BHEL)

Date: _____

Proposal Ref. No. AA/M&A/BHPV/LA

(To be submitted in a separate sealed envelope)

Contract Price (Inclusive of all Taxes, levies, cess etc but excluding of Service Tax) (in Indian Rupees)	
In Figures	Rs. _____ /-
In Words	Rs. _____ _____ only.
Note: 1. Service Tax, if any, will be payable extra as applicable against documentary evidence and hence not to be included in the above price. 2. Contract Price shall not include the statutory fee which shall be borne by respective Companies.	

Place.....

Signature.....
 Name.....
 Designation
 Firm's Name & Address.....

 Contact No.....
 Email.....