

Date: 20.08.2021



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**Regd. Office: BHEL House, Siri Fort, New Delhi-110049**  
Ph.: 011-66337925, e-mail: anitashakya@bhel.in, web: www.bhel.com

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions /professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

1.0 Sealed tenders under 2-part bid are invited for Rate Contract with two Financial Institutions for in-parallel appraisal of Capital Investment Proposals of BHEL. Kindly read full tender document including terms & conditions, annexures and formats thoroughly. Tendering schedule is as below:

Schedule of Tender	Date & Time of Tender Submission & Opening	Place of Tender Opening
Submission of Tender (PART-I (a), I (b) & II)	On or before <b>31.08.2021</b> at <b>14.00 Hrs.</b>	Conference Hall, Ground Floor, BHEL House, Siri Fort, New Delhi Pin - 110049
Opening of (a) Pre-Qualification Bid and (b) Techno-commercial Bid (PART- I (a),I (b))	On <b>31.08.2021</b> at <b>15.00 Hrs.</b>	
<b>Reverse Auction</b> among Techno-commercially accepted bidders (PART-II)	Shall be informed later to Pre-qualified and Techno-commercially qualified bidders	

**2.0 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:**

Earnest Money Deposit (EMD) & Security Deposit (SD) is **not to be deposited** by the bidders (FIs) in this tender.

**3.0 SCOPE OF WORK:**

BHEL is looking for assistance of two reputed Financial Institutions / external agencies for in-parallel evaluation & appraisal of high value capital investment proposals formulated by BHEL through in-house efforts. The scope of work for appraisal of BHEL capital investment proposal / scheme will be as follows:

- Technical and financial appraisal of capital investment proposal / scheme, suggestions for improvements and evaluation of projects by alternative methods.
- Economic Analysis, Sensitivity Analysis, Risk Analysis & Linkage thereof wherever necessary.
- Market analysis including observations on total (Indian & Global) market and market share taken in the capital investment proposal / scheme.

- Any other specific points raised / required for proper assessment of the particular capital investment proposal / scheme.

4.0 The Tender documents can be downloaded from the web-site of BHEL at [www.bhel.com](http://www.bhel.com) or from the CPP portal at <https://eprocure.gov.in/cppp/> and use the documents for submission of tender.

All updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, changes, Errata, Modifications, Revisions, etc. to Tender Specifications / conditions **will be hosted on web-site**. Bidders should regularly visit web-sites to keep themselves updated with all such information.

5.0 Your best offer for the above requirement, in line with our terms and conditions, should either be delivered in-person or sent by Courier / Registered Post / Speed Post to the official inviting tender at address given below. It shall be the responsibility of the bidder to ensure that the offer is complete in all respects and delivered on or **before the due date i.e. by 14.00 Hrs. on 31.08.2021**.

BHEL will not take any responsibility for delay / loss of documents or correspondence sent by in-person / courier / post.

## 6.0 SUBMISSION OF BIDS

6.1.a The bidder shall quote the "CONSULTANCY CHARGE" in English language and international numerals ONLY. The "CONSULTANCY CHARGES" shall be entered in figures as well as in words. "CONSULTANCY Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.

6.1.b. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

6.1.c. Currencies of Bid & Payment: Indian Rupees (₹) only.

Tenders should be filled in English only. All the pages of tender document duly filled-in including all Annexures / supporting documents should be signed and stamped by the authorized signatory of the bidder as **acceptance of all the terms and conditions of tender**.

6.2 Bids should be submitted in ordered / indexed / numbered form. Additional documents, if found any, shall not be considered for evaluation purpose.

6.3 Offers should be kept in **two separate sealed envelopes**. The envelopes should contain information as per following:

**First envelope:**

**PART- I (a), I (b): Documents and Techno- commercial Bid**

(i.e. Annexure - I, II, III, IV, V, VI) & **Price Blank**  
**Copy (Un-priced) of Price-Bid with “Q” written against price**  
(PART-II)

**Second envelope:**

**PART-II: Price-Bid**

Both the envelopes should be marked as PART-I & PART-II indicating Tender Enquiry No., bid subject, contents, bid submission & opening date, name of the bidder etc. In **Part-II (PRICE BID)**, rates shall be quoted both in **words and figures**.

Both the envelopes shall be put in a bigger sealed envelope. The tender enquiry no., due date of opening, bid subject, name of the bidder etc. must be clearly mentioned on top of the big envelope.

Bids shall be dropped in '**Tender Box**' located at Security Office, Corporate Office, BHEL House, Siri Fort, New Delhi-110049 latest by due date i.e. by **14.00 Hrs. on 31.08.2021**.

The official address for correspondence:

Mrs. Anita Kumari Shakya, Sr. Manager (COM)  
Third Floor, Corporate Office,  
BHEL House, Siri Fort,  
New Delhi – 110 049  
E. Mail : [anitashakya@bhel.in](mailto:anitashakya@bhel.in)  
Phone No. : 011-66337925

**OR**

Mr. Amit Garg, Manager (COM)  
Third Floor, Corporate Office,  
BHEL House, Siri Fort,  
New Delhi – 110 049  
E. Mail : [amitgarg@bhel.in](mailto:amitgarg@bhel.in)  
Phone No. : 011-66337637

**6.4 PART-II: PRICE BID**

Part-II shall contain **Prices only** as per Price Format and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

The **bidder should submit their best competitive price** at this stage itself and **they will not be allowed to revise the price**. Any revision / discount given by vendor subsequently will be ignored.

**In exceptional case**, representative of FI may be asked to visit BHEL office for discussion. No additional charge shall be paid by BHEL for visit (if any) by FI representative to BHEL office.

If the Part-2 "Price Bid" is not received in the separate sealed envelope as described above, then the same will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.

Bid without price bid shall be rejected.

7.0 Tender should be **free from correction and erasures**. Corrections, if any, must be attested. All **amounts shall be indicated both in words as well as in figures**. If there is a difference between price quoted in words and figures or there is any other discrepancy in the Price Format (Part-II), **the amount mentioned in words** will be considered for evaluation and ordering.

8.0 Clarifications w.r.t. scope of work, terms & conditions, if any, can be sought from the officer to whom the tender is to be submitted. The clarifications may be sought up to one day before due date of tender submission. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification will not be entertained by BHEL.

#### 9.0 **OPENING OF BIDS**

9.1 The Pre-Qualification Bid and Techno-commercial Bid (PART-I) shall be opened on the same day of bid submission i.e. on **31.08.2021** at **15.00 Hrs.** in the presence of authorized representatives of the bidders, who may like to be present. The Pre-Qualification Bid and Techno-commercial Bid (PART-I) shall be opened at BHEL House, Siri Fort, New Delhi.

9.2 After ensuring completeness of the Pre-Qualification Bid and Techno-commercial bid (PART-I), Price-Bid (PART-II) of the Techno-commercial acceptable bidders shall be opened in the presence of authorized representatives of the bidders, who may like to be present.

9.3 Date and time of Reverse Auction will be intimated through E-Mail to techno-commercially acceptable acceptable bidders at least 48 hours prior to time of bid opening.

#### 9.4 **REVERSE AUCTION**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

#### 10.0 **BID VALIDITY:**

The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid (techno-commercial bid) and 2 months from the date of opening of Price Bids. Price Bid Opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s).

#### 11.0 **EVALUATION CRITERIA:**

BHEL intend to enter in to 'Rate Contract' with two Financial Institutions for appraisal of each proposal in-parallel. The evaluation of the offers will be done on the basis of the Fee plus Taxes and Duties.

- (a) Evaluation shall be on the basis of S.No. 1.1 of Price bid format i.e. "Fees for appraisal of each Capital Investment Proposal of BHEL for scope & terms and conditions, including incidental charges but excluding taxes & duties".
- (b) Work will be awarded to two FIs offering the lowest price (L1). In case only one offer is available with lowest price, L1 price will be offered to second lowest (L2) bidder for acceptance. In case of non-acceptance, it will be further offered to subsequent higher priced bidders till L1 price is matched.

12.0 Standard pre-printed terms & conditions of bidders shall not be considered valid.

13.0 Kindly ensure the timely submission of your offer. Tenders / offers received after the specified time of their 'Submission' are treated as **Late tenders** and shall not be considered under any circumstances.

14.0 All the correspondences shall be addressed to the contact address given above.

#### 15.0 **Preference to Make In India**

For this procurement, Public Procurement (Preference to Make In India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

#### 16.0 **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or valid NSIC certificate Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- d) MSEs shall be exempted from payment of earnest money deposit (if any) at the time of bid submission. However, there is no exemption of security deposit (if any) submission.
- e) In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- f) However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- g) Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

17.0 Following documents are enclosed with the tender enquiry:

a) **Pre-Qualification Bid & Techno-Commercial Bid (Part-I (a) & I (b))**

Background of BHEL & appraisal of capital investment proposals

Annexure – I : Information required from Bidders

Annexure – II : Terms & Conditions of Tender

Annexure – III : Acceptance / Deviation Certificate

Annexure – IV : Declaration on Banning / De-Listing

Annexure – V : Declaration on Non-Disclosure

Annexure – VI : NEFT Format

b) **Price-Bid (Part-II)**



**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

### **PART – I (a) :: PRE-QUALIFICATION BID**

The bidder must qualify following pre-qualification requirements:

#### **PRE-QUALIFICATION REQUIREMENTS**

- A. The bidder should have PAN (Permanent Account number) and GST Registration No.
- B. The bidder's average annual financial turnover during the last three financial years ending 31st March'21 should be at least Rs. 2.74 lakhs.
- C. The bidder must have successfully carried out appraisal of at least two capital investment projects/ proposals for capital investment in plant & machinery and civil works. The estimated cost of each capital investment project / proposal should be Rs. 50 Crores or more. Further, these two capital investment projects/ proposals must have been successfully appraised/ completed during last 3 years ending on 31st July 2021.

BHEL reserves the right to verify information submitted by bidder. In case the information is found false / incorrect, the offer shall be rejected.



Maharatna Company

## **BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**Regd. Office: BHEL House, Siri Fort, New Delhi-110049**

**Ph.: 011-66337925, e.mail: anitashakya@bhel.in, web: www.bhel.com**

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

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### **PART-I (b): TECHNO-COMMERCIAL BID**

#### **BACKGROUND OF APPRAISAL OF CAPITAL INVESTMENT PROPOSALS**

##### **1.0 ABOUT BHEL (web-site: www.bhel.com)**

BHEL is embracing the next phase of its growth on the strength of a sturdy foundation of 50 years of its journey of engineering excellence. BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence with over 180 products offerings to meet the needs of these sectors. BHEL has been the solid bedrock of India's Heavy Electrical Equipment industry since its evolution in 1964.

BHEL's greatest strength is its highly skilled and committed workforce of about 36,000 employees who have been the cornerstones of BHEL's journey of excellence through continuous striving for state of the art technology. With 18 manufacturing divisions, a wide spread regional service network and project sites all over India and abroad, BHEL is India's industrial ambassador to the world. BHEL has a widespread overseas footprint in 83 countries.

The future is filled with both exciting opportunities & gruelling challenges. Creating new sources of growth, responsible utilization of infrastructure, building new capabilities and transforming in line with the market realities will be the key to future growth and stakeholders' wealth enhancement.

##### **2.0 BACKGROUND**

Government of India has accorded Maharatna status to select PSUs including BHEL. This enhanced delegation of powers to better performing PSUs is to support them in their endeavor to become global giants. While granting greater autonomy including that of capital expenditure (without any monetary limit) to Board of Directors, Government has provided certain guidelines to be followed

by Maharatna PSUs which includes appraisals of proposals by financial institutions or reputed professional organizations with expertise in the areas.

BHEL is in continuous process of capital investments with objective for capacity augmentation, modernization, diversification besides other improvements by way of reduction in manufacturing cycle time, cost reduction, quality improvement etc. at existing / new locations.

In this context, BHEL is looking for assistance of two reputed Financial Institutions / external agencies for in-parallel evaluation & appraisal of high value capital investment proposals by way of financial viability analysis, technical & commercial analysis, market potential etc. In this context, BHEL would like to avail the services of two professional organizations who have expertise in the area, for appraisal of capital investment proposals formulated by BHEL through in-house efforts.

### **3.0 NATURE OF INVESTMENT PROPOSALS TO BE APPRAISED**

In various manufacturing divisions of BHEL, more than one products are manufactured. The investment proposals mainly cover, setting up of new manufacturing plant / project, augmentation of manufacturing capacity for different products and modernization of existing old facilities to increase productivity, reduction in cycle time and cost reduction. The investment proposal covers objective of investment, market analysis, technology status, justification of investment, financial viability analysis, risk analysis etc.

### **4.0 ABOUT FINANCIAL INSTITUTIONS / PROFESSIONAL ORGANISATION**

BHEL would like to know from the Financial Institutions / professional organizations about their willingness to undertake such appraisal and tell about their past experience and areas of specialization etc. (**Annexure - I**).

### **5.0 APPRAISAL BY FINANCIAL INSTITUTIONS / PROFESSIONAL ORGANISATION**

The appraisal by Financial Institutions / professional organizations may cover the following aspects:

- Review of market analysis
- Technical appraisal
- Appraisal of financial analysis & suggestions for alternative methods of analysis
- Sensitivity analysis
- Economic analysis
- Risk analysis & suggest Risk Mitigation measures

### **6.0 GENERAL**

As the investment proposals include sensitive information, confidentiality of these investment proposals has to be ensured.

**ANNEXURE-I**

(Part-I (b): Techno-Commercial Bid)

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**INFORMATION REQUIRED FROM BIDDERS**

The Bidders should submit following documents except Price Bid in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory. The price bid must be submitted in separate sealed envelope.

- (i) About their Organization
- (ii) About their areas of specialization especially related to projects appraisal.
- (iii) Reference list of projects appraised during last 4-5 years indicating name of major clients with project cost
- (iv) Strength and qualification / experience of project appraisal group in the organization
- (v) Group dealing with market analysis etc. and their areas of specialization.
- (vi) Guidelines, if any, for preparation of project report may be indicated.
- (vii) Valid MSE Certificate (If applicable)
- (viii) Copy of PAN (Permanent Account number) and GST Registration No.
- (ix) To calculate the "Average Annual Financial Turnover" of the bidder, the bidder should submit Audited Copy of Balance Sheet, Profits & loss Account Statements and Copy of acknowledgements of IT return of last 3 financial years, ending 31st March' 2021, as supporting/required documents against S. No. B of Part – I (a) of PQR.

Note: In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years (i.e. FY 2018-19, FY 2019-20, FY 2020-21), CA certificate for the same shall be furnished. {"Average Annual Financial Turnover" will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. FY 2018-19, FY 2019-20, FY 2020-21), divided by 03) i.e. (F1 + F2 + F3) / 3}.

- (x) Copy of award of work (i.e. Order / Work Order / Purchase Order / Contract Agreement etc.). To establish credentials of appraisal of proposals, following documents & details are to be submitted:
  - (i) Name of client / customer

- (ii) Scope of work
- (iii) Scope of project to establish that proposed capital investment was for installation of plant & machinery and civil works
- (iv) Estimated cost of project for which appraisal was done
- (v) Start date of appraisal
- (vi) Completion date of appraisal
- (vii) Successful completion of appraisal;
  - (a) as per Scope of work
  - (b) without any delay
  - (i.e. Receipt of full payment without LD or Performance Certificate from customer)
  
- (xi) All relevant annexures (I to VI)

**ANNEXURE-II**

(Part-I (b): Techno-Commercial Bid)

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**Terms and Conditions of Tender**

**1.0 INTRODUCTION:**

M/s. Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 (hereinafter called "BHEL" which expression shall include its successors and assignees) invite offers for appraisal of the Capital Investment Proposals of BHEL as per scope and Terms & Conditions listed below:

The Financial Institution / professional organizations hereinafter called "FI" which expression shall include its successors and assigns.

**2.0 TIME PERIOD FOR APPRAISAL OF CAPITAL INVESTMENT PROPOSAL / SCHEME BY FI:**

**Twenty-Eight Calendar Days** or earlier from the date of submission of capital investment proposal / scheme by BHEL to FI.

**3.0 PAYMENT TERM:**

- (i) No advance shall be paid.
- (ii) 80% payment within 30 days of submission of appraisal report or bill/claim (whichever is later) by FI & its acceptance by BHEL. Balance 20% payment shall be made after 30 days thereafter (Total 60 days).
- (iii) For and on behalf of BHEL, the acceptance of appraisal report will be done by the concerned executive of BHEL who have forwarded the specific capital investment proposal / scheme to the financial institution for appraisal.
- (iv) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the FI will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the FI by BHEL.

#### 4.0 TAXES AND DUTIES:

- (i) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- (ii) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- (iii) GSTIN of BHEL will be provided to the contractor along with the work order.
- (iv) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- (v) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- (vi) Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

#### 5.0 QUANTITY:

During two years of 'rate contract' period, it is envisaged that approximately **Eleven** capital investment proposals/schemes will need appraisal by both Financial Institutions in-parallel. However, this estimated quantity may increase or decrease considering techno-economic viability of new capital investment proposals formulated & evaluated internally by BHEL. FIs should have capability to handle number of capital investment proposals concurrently.

#### 6.0 SPLITTING OF ORDER QUANTITY:

BHEL does not intend to split the order quantity. The rate contract awarded to both FIs shall get the same number of projects / capital investment proposals for appraisal in-parallel.

#### 7.0 CONTRACT VALIDITY:

The fees and other terms & conditions as contained above shall remain valid for **two years** from the date of award for rate contract with FIs for the appraisal of Capital Investment projects/proposals of BHEL. The rate contract shall be on the basis of firm price during its validity period.

The rate contract period can be further extended on same fees and other terms and conditions for a period of three months on mutual consent basis, if required.

#### 8.0 PENALTY DUE TO DELAY IN COMPLETION OF APPRAISAL:

Delay in completion of job (Beyond Twenty-Eight Calendar Days from the date of submission of capital investment proposal / scheme by BHEL to FI), will attract levy of penalty @ 1% per week or part thereof along with applicable

taxes and duties subject to a maximum 10% of total fees particular to that project appraisal along with applicable taxes and duties in each case.

#### **9.0 CONFIDENTIALITY CLAUSE:**

Any and all information contained in written, electronic media or oral form and disclosed to the FI either as part of a Project Report or subsequently as part of correspondence exchanged in respect of the said project report, subsequent information, clarifications or marked as "Proprietary" / "Confidential" / "Secret" (all hereinafter referred to as "INFORMATION") shall at all times remain the legal and absolute property of BHEL and FI shall have no rights to use the INFORMATION for any purpose other than that expressly authorized by BHEL. FI hereby warrants to keep the INFORMATION strictly confidential and agrees to ensure that the INFORMATION (or copies or reproductions or re-drawings thereof) is not disclosed in any manner to any person without the specific prior written consent of BHEL. However, the INFORMATION may be disclosed by the FI to its concerned employees provided that such disclosure is made on a need to know basis pursuant to a confidentiality agreement between the FI and its employee which ensures that the INFORMATION shall be used strictly as per the provision of this clause.

Upon BHEL's request or upon termination of this agreement for any reason whatsoever FI shall forthwith return all INFORMATION (including copies, reproductions or drawings thereof) to BHEL. FI agrees not to make any further use of the information received in written, electronic media or oral form from BHEL and shall be responsible for any breach of the same.

#### **10.0 WORK NOT TO BE SUB-LET**

The contract shall not be assigned or sub-let without the written approval of the BHEL. And if the contractor shall assign or sub-let his contract, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of BHEL/Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, BHEL shall have power to terminate the award of rate contract and initiate appropriate legal proceedings, in that case appraising agency (FI) shall have no claim for compensation against BHEL on account of such cancellation, including work done, if any.

#### **11.0 CANCELLATION OF TENDER / RIGHT OF ACCEPTANCE:**

BHEL reserves the right to reject all the bids or cancel / withdraw the invitation for bids without assigning any reason whatsoever and in such cases no bidder / intending bidder shall have any claim arising out of such action.

#### **12.0 TERMINATION OF AWARD:**

After award of Rate Contract, by giving **notice of 15 days** in writing to the contractor (FI), BHEL shall have the right to cancel the award wholly or in parts. BHEL can do so on account of delays in execution of appraisal by the

appraising agency despite reminders/follow-up or any other unforeseen conditions including force majeure conditions. In that case, appraising agency (FI) shall have no claim for compensation against BHEL on account of such cancellation, including work done, if any.

- 13.0 a) The offers of the bidders who are banned / De-Listed / Under Hold by BHEL/ any PSU / Government Department / Financial Institution / Court shall be rejected.
- b) Also the offers of the bidders, who engage the services of the firms as at "a" above shall be rejected.
- c) The list of firms banned by BHEL is available on website: [www.bhel.com](http://www.bhel.com).

**14.0 SETTLEMENT OF DISPUTE(s):**

Any dispute or differences including those considered as such by only one of the parties in connection with the award shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached, then all the disputed issues shall be decided by BHEL, subject to written appeal by the FI to BHEL whose decision shall be final to the parties hereto.

**15.0 ARBITRATION:**

- a) Both the Company and Contractor hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in DELHI and the Arbitrator's decision shall be final and binding on both the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM)/FTS1835 dated 22.05.2018 and any subsequent amendments thereof.

## 16.0 DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b. Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

#### **17.0 FORCE MAJEURE:**

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

#### **18.0 DEVIATIONS:**

Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure A – “No Deviation/Acceptance Certificate” (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

#### **19.0 LAWS GOVERNING THE CONTRACT:**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

#### **20.0 JURISDICTION OF COURT:**

Irrespective of the place of performance or place of payment under the award, or the place where the FI carries on business or his registered offices located the jurisdiction, the Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

**21.0 FRAUD PREVENTION POLICY:**

The bidders along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website; [www.bhel.com](http://www.bhel.com) and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

**22.0 DIRECT TAX:**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this award as well as tax liability of FI and their personnel.

Deductions of any tax at source at the prevailing rate shall be effected by the BHEL before payment as a statutory obligation.

23.0 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

Integrity commitment, performance of the contract and punitive action thereof:

**COMMITMENT BY BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against

such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**ANNEXURE-III**

(Part-I (b): Techno-Commercial Bid)

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**ACCEPTANCE / DEVIATION CERTIFICATE**

**Please strike off the below clause (1.0 or 2.0) whichever is not applicable.**

1.0 Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry.

**OR**

2.0 We have read and understood all the specifications, stipulations, terms and conditions of the tender enquiry. We hereby accept all terms and conditions of the above tender except the following (Please give reference to Clause Nos. of Terms & Conditions which are not acceptable):

Sl. No.	Section	Clause / Para No.	Deviation	Reason / Justification

**Note: Deviations may or may not be accepted by BHEL.**

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. \_\_\_\_\_, dated \_\_\_\_\_. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**ANNEXURE-IV**

(Part-I (b): Techno-Commercial Bid)

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**DECLARATION ON BANNING OR DE-LISTING**

It is certified that, M/s. .... have never been debarred / prohibited for execution of any work with any office / unit of BHEL or Banned or De-listed by any PSU / Government Department / Financial Institution / Court.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**ANNEXURE-V**

(Part-I (b): Techno-Commercial Bid)

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**DECLARATION ON NON DISCLOSURE**

M/s. .... providing service to BHEL for appraisal of Capital Investment Proposals, hereby undertake to comply with the following in line with information security policy of BHEL:

- 1.0 To maintain confidentiality of documents & information used during the execution of the contract.
- 2.0 The documents & information shall not be revealed to or shared with third party in a manner which is detrimental to the business interest of BHEL.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**ANNEXURE-VI**  
(Part-I (b): Techno-Commercial Bid)**NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Name:

Date:

Company Seal:



**BHARAT HEAVY ELECTRICALS LIMITED**  
 (A Govt. of India Undertaking)  
**Regd. Office: BHEL House, Siri Fort, New Delhi-110049**  
 Ph.: 011-66337925, e.mail: anitashakya@bhel.in, web: www.bhel.com

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

### PART-II: PRICE-BID

1.0	<b>PRICE</b>	<b>Price (in Rs.) Per Capital Investment Proposal / Feasibility Report (Both in figure &amp; words)</b>
1.1	Fees for appraisal of each Capital Investment Proposal of BHEL for scope & terms and conditions, including incidental charges but excluding taxes & duties:	Rs. .... (in figure) Rs..... ..... (in words) <b>(This Price shall be considered for evaluation purpose)</b>
1.2	GST @ .....%	Rs. .... (in figure) Rs. .... ..... (in words)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Name of Organization:

Date:

Place:

Seal of Organization:



Maharatna Company

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**Regd. Office: BHEL House, Siri Fort, New Delhi-110049**

Ph.: 011-66337925, e.mail: anitashakya@bhel.in, web: www.bhel.com

**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organizations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2021-23-7

**PART-II: UNPRICE-BID**

1.0	<b>PRICE</b>	<b>Price (in Rs.) Per Capital Investment Proposal / Feasibility Report (Both in figure &amp; words)</b>
1.1	Fees for appraisal of each Capital Investment Proposal of BHEL for scope & terms and conditions, including incidental charges but excluding taxes & duties:	Rs. ....XXXX..... (in figure) Rs.....XXXX..... ..... (in words) <b>(This Price shall be considered for evaluation purpose)</b>
1.2	GST @ .....%	Rs. ....XXXX..... (in figure) Rs. ....XXXX..... ..... (in words)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Name of Organization:

Date:

Place:

Seal of Organization: