

CONTENTS

ANNEXURE/ CLAUSE NO	DESCRIPTION
A	CHECKLIST OF GENERAL PARTICULARS
B	DECLARATION SHEET
C	PROFORMA OF FINANCIAL VIABILITY
D	ANALYSIS OF SIMILAR JOBS EXECUTED/ IN PROGRESS
E	TIE-UP FORMAT/ CONSORTIUM AGREEMENT FORMAT
F	FORM FOR GETTING PAYMENT THROUGH RTGS (REAL TIME GROSS SETTLEMENT)
G	FORMAT FOR CA CERTIFICATION
H	GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS
I	LIST OF DISPATCH DOCUMENTS TO BE SUBMITTED ALONG WITH INVOICE.

ANNEXURE – A

CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.

- | | |
|--|---|
| 01. Name and address of the tenderer | : |
| 02. Telegraphic/Telex address | : |
| 03. Phone no/FAX no (Office) | : |
| 04. Details about type of the firm/company | : |
| 05. Name and designation of the official of the tenderer | : |
| 06. Attested copy of the Power of Attorney | : |
| 07. Tenderers proposal no and date | : |
| 08. Whether EMD submitted and submission details (if applicable) | : |
| 09. Declaration sheet (in the format of Annexure-B) | : |
| 10. Financial status (in the format of Annexure-C) | : |
| 11. Details of experience (in the format of Annexure-D) | : |
| 12. Valid Income tax clearance certificate | : |

Date.....

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

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/ Technical Specification/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

SI 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

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 – F

FORM 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-G

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 – H

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' (refer document below)** 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 of 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' (refer document below)**. 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.

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.

Format for 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 / 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 Organizational strength

6.0 Other particulars

6.1 If the company is already registered with other units

6.2 Directors/ Partners, if related to any BHEL Employee

6.9 If any Ex BHEL Personnel employed by the Company

6.12 Details of pending legal issues with BHEL

6.13 Bank Account information

9.0 Financial information

9.6 Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less

Annexure-I

List of dispatch documents to be submitted along with Invoice

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

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

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

Please note that stipulated payment terms period as mentioned in GCC / SCC will start only after receipt of all the relevant dispatch documents.
O&M Manual is required for processing any bill which takes the quantum of dispatch past 80 % of supply order value.

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