



## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

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

Ph.: 011-66337943, Fax:011-66337130, e.mail: anujsain@bhel.in, web: www.bhel.com

### NOTICE INVITING TENDER

Sealed tenders are invited for **'Rate Contract with two Financial Institutions for in-parallel appraisal of Capital Investment Proposals of BHEL'**. Tender documents may be downloaded from website(s): [www.bhel.com](http://www.bhel.com) (NIT\_.....) or <https://eprocure.gov.in/cppp/> (Tender Reference ID: 2016\_BHEL\_.....) or <http://www.tenders.gov.in> (PSU/BHEL/S.No..... / NIT\_.....). Due date of offer submission is on or before 14.10.2016 at 14.30 Hrs. All corrigenda, addenda, amendments, time extension, clarifications, etc. to this tender will be hosted on above websites only. Hence, bidders should visit websites regularly to keep themselves updated. For any clarification, please contact: Sr. Engineer (COM) at above mentioned Phone / Fax / E.mail.



## भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

पंजीकृत कार्यालय: "बीएचईएल हाउस", सीरी फोर्ट, नई दिल्ली-110049

टेलीफोन नं.:011-66337943, फैक्स: 011-66337130, ईमेल: anujsain@bhel.in, वेब: www.bhel.com

### नोटिस निविदा आमंत्रण

'बीएचईएल के पूँजी निवेश प्रस्तावों के समानांतर मूल्यांकन के लिए दो वित्तीय संस्थाओं के साथ दर अनुबंध हेतु' निविदाएं आमंत्रित की हैं। टेंडर दस्तावेज या विवरण वेबसाइट से डाउनलोड किये जा सकते हैं: [www.bhel.com](http://www.bhel.com) (NIT\_.....) या <https://eprocure.gov.in/cppp/> (Tender Reference ID: 2016\_BHEL\_.....) या <http://www.tenders.gov.in> (PSU/BHEL/S.No..... / NIT\_.....). निविदा प्रस्ताव दिनांक 14.10.2016 को 14.30 बजे या उससे पहले प्रस्तुत की जा सकती हैं। इस निविदा में होने वाले अन्य आशोधन, परिवर्धन, संशोधन, समय विस्तार, स्पष्टीकरण आदि केवल वेबसाइट पर होस्ट किए जाएंगे। बोलीकर्ताओं से अनुरोध है कि वे निविदा खुलने तक नवीनतम जानकारी के लिए नियमित रूप से उक्त वेबसाइट देखते रहें। अन्य विवरण के लिए कृपया वरिष्ठ अभियंता (COM) से उपरोक्त फोन / फैक्स / ईमेल पर संपर्क करें।



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Ph.: 011-66337943, Fax:011-66337130, e.mail: anujain@bhel.in, web: www.bhel.com

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

1.0 Sealed tenders 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 its 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, II & III)	On or before <b>14.10.2016</b> at <b>14.30 Hrs.</b>	Conference Hall, Ground Floor, BHEL House, Siri Fort, New Delhi Pin - 110049
Opening of Pre-Qualification Bid (PART-I)	On <b>14.10.2016</b> at <b>15.00 Hrs.</b>	
Opening of Techno-commercial Bid (PART-II & Price Blank copy of PART-III)	Shall be informed later to only Pre-qualified bidders	
Opening of Price-Bid (PART-III) or <b>Reverse Auction</b> with Techno-commercially accepted bidders	Shall be informed later to only Techno-commercial 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 may be obtained from the office address given below, by submitting an application. Bidders may also download the tender documents from the web-site of BHEL at [www.bhel.com](http://www.bhel.com) or <http://www.tenders.gov.in> or on 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 only and not in the newspapers**. 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 14.30 Hrs. on 14.10.2016**.

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 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 **three separate sealed envelopes**. The envelopes should contain information as per following:

**First envelope: PART-I :: Pre-Qualification Bid**

**Second envelope: PART-II:: Techno-commercial Bid** (i.e. Annexure-I, II, III, IV, V, VI, VII, VIII, IX) & **Price Blank copy (Un-priced) of Price-Bid** (PART-III)

**Third envelope: PART-III:: Price-Bid**

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

All three envelopes shall then 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 **14.30 Hrs. on 14.10.2016.**

The official address for correspondence:

Shri Anuj Sain  
Sr.Engineer (COM)  
Second Floor, Corporate Office,  
BHEL House, Siri Fort,  
New Delhi – 110 049

E. Mail : anuj\_sain@bhel.in  
Phone No. : 011-66337943  
Fax No. : 011-66337130

#### 6.4 **PART-III: PRICE BID**

Part-III shall contain **Prices only** as per Price Format (Part-III) 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 & Part-II only as indicated above.

The **bidder should submit their best 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.

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-III), **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 and no time extension shall be given.

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

9.1 The Pre-Qualification Bid (PART-I) shall be opened on the same day of bid submission i.e. on **14.10.2016** at **15.00 Hrs.** in the presence of authorized representatives of the bidders, who may like to be present. The Pre-

Qualification Bid (PART-I) shall be opened in the Conference hall, Ground Floor, Corporate Office, BHEL House, Siri Fort, New Delhi.

- 9.2 The Techno-commercial Bid (PART-II) shall be opened of those bidders only who will qualify the Pre-Qualification criteria (PART-I). The Techno-commercial Bids (PART-II) shall be opened in the presence of authorized representatives of the bidders, who may like to be present.
- 9.3 After ensuring completeness of the Techno-commercial bid (PART-II), Price-Bid (PART-III) of the Techno-commercial acceptable bidders shall be opened in the presence of authorized representatives of the bidders, who may like to be present.

#### 9.4 **REVERSE AUCTION**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope Price-Bid (PART-III), submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

For information and General Terms and Conditions governing RA, please refer **Annexure-VI** of Techno-commercial Bid (Part-II) of tender document.

The Common Guidelines for conducting Reverse Auction is also available at BHEL website: [www.bhel.com](http://www.bhel.com)

- 9.5 Date and time of opening of Techno-commercial bid (PART-II) and Price-Bid (PART-III) / Reverse Auction will be intimated through FAX & E-Mail to acceptable bidders at least 48 hours prior to time of bid opening.

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

The offer shall remain valid for 90 days from the date of opening of Part-I Bid & 45 days from the date of Reverse Auction / Price Bid opening, whichever is later.

#### 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 excluding Service Tax. The fee will be (in Rs.) per Capital Investment Proposal / Feasibility Report. The bidder to indicate separately the rates of all applicable Taxes and Service Tax.

- (a) Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" excluding Service Tax.
- (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.
- (c) If more than two offers are at lowest price (L1), then all FIs who have quoted lowest price (L1) shall be asked to submit the Snap / Revised Price-Bid in the sealed cover. This process would continue till the distinct L1 rate is arrived. Thereafter, clause 11.0(b) above shall be followed.

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 correspondences shall be addressed to the contact address given above.

15.0 Following documents are enclosed with the tender enquiry:


**15.1 Pre-Qualification Bid (Part-I)**

**15.2 Techno-Commercial Bid (Part-II)**

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 : Terms & Conditions of Reverse Auction
- Annexure – VII : Process Compliance Form (Reverse Auction)
- Annexure – VIII : Reverse Auction Price confirmation and Breakup
- Annexure – IX : NEFT Format

**15.3 Price-Bid (Part-III)**

 <b>BHARAT HEAVY ELECTRICALS LIMITED</b> (A Govt. of India Undertaking) <b>Regd. Office: BHEL House, Siri Fort, New Delhi-110049</b> Ph.: 011-66337943, Fax:011-66337130, e.mail: anujisain@bhel.in, web: www.bhel.com	
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**Subject:** Open Tender for entering in to Rate Contract with two Financial Institutions / professional organisations for in-parallel appraisal of Capital Investment Proposals of BHEL

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

### PART – I :: PRE-QUALIFICATION BID

The bidder must qualify following pre-qualification requirements:

Sl. No.	Pre - Qualification Requirements	Supporting documents to be submitted by bidder for Pre-Qualification
1.0	<p><b>(i) No. of proposals:</b> The bidder must have successfully carried out appraisal of at least <b>two</b> capital investment proposals for capital investment in plant &amp; machinery and civil works</p> <p><b>(ii) Period of appraisals:</b> Both the appraisals should have been <b>completed</b> within last <b>two years</b> of time period i.e. from 01.10.14 to 30.09.16.</p> <p><b>(iii) Cost of project / proposal:</b> The estimated cost of each capital investment project / proposal should be Rs. 50 Crores or more.</p>	<p>1. Copy of award of work (i.e. Order / Work Order / Purchase Order / Contract Agreement etc.)</p> <p>2. To establish credentials of appraisal of proposals, following documents &amp; details are to be submitted:</p> <p>(i) Name of client / customer</p> <p>(ii) Scope of work</p> <p>(iii) Scope of project to establish that proposed capital investment was for installation of plant &amp; machinery and civil works</p> <p>(iv) Estimated cost of project for which appraisal was done</p> <p>(v) Start date of appraisal</p> <p>(vi) Completion date of appraisal</p> <p>(vii) Successful completion of appraisal;</p> <p>(a) as per Scope of work</p> <p>(b) without any delay</p> <p>(i.e. Receipt of full payment without LD or Performance Certificate from customer)</p>
2.0	<p>The bidder must have <b>functional office</b> in Delhi or Noida or Greater Noida or Gurgaon or Ghaziabad or Faridabad.</p> <p>Only owning of an office <b>but not used</b> for the said purpose by the Financial Institution / professional organisation will disqualify bidder.</p>	<p>1. Copy of document to establish that office premise is either on ownership or rent basis. The ownership / rent document must be either in name of bidder or parent company of bidder.</p> <p>2. If office premise is on rent basis, copy of bank statement of last six months i.e. from 01.04.16 to 30.09.16. The bank statement must include details such as Account No., name of bidder, address and transactions of payment of rent. If bidder desires, other transactions (other than rent payment) can be hidden from their bank statement.</p> <p>3. Details of staff (name, designation &amp; qualification) working in the office with supporting documents.</p> <p>4. BHEL reserves the right for surprise visit for verification of 'functional office' in any day between 10.00AM to 4.00PM during Monday to Friday excluding national holidays.</p>

The bidders who will be qualified in PART-I, only their Techno-commercial bid (PART-II) shall be opened & processed further. BHEL reserves the right to verify information submitted by bidder. In case the information is found false / incorrect, the offer shall be rejected.



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### **PART-II :: 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 42,000 employees who have been the cornerstones of BHEL's journey of excellence through continuous striving for state of the art technology. With 17 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 78 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 organisations 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 modernisation 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-II: Techno-Commercial Bid)

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

**INFORMATIONS REQUIRED FROM BIDDERS**

The bidder i.e. financial institution / professional organizations may indicate following:

- (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) Copy of Balance Sheet & Income Tax return for last 3 years.
- (viii) Service Tax No.
- (ix) Bank details

**ANNEXURE-II**

(Part-II: 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

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**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 SCOPE OF APPRAISAL / WORK:**

- 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.

**3.0 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 excluding Service Tax. **The fee will be (in Rs.) per Capital Investment Proposal / Feasibility Report.** The bidder to indicate separately the rates of all applicable Taxes and Service Tax.

- (a) Evaluation shall be on the basis of delivered cost, i.e. **"total cost to BHEL"** excluding Service Tax.
- (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.

- (c) If more than two offers are at lowest price (L1), then all FIs who have quoted lowest price (L1) shall be asked to submit the Snap / Revised Price-Bid in the sealed cover. This process would continue till the distinct L1 rate is arrived. Thereafter, clause 3.0(b) above shall be followed.

#### **4.0 REVERSE AUCTION**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope Price-Bid (PART-III), submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

For information and General Terms and Conditions governing RA, please refer **Annexure-VI** of Techno-commercial Bid (Part-II) of tender document.

#### **5.0 BID VALIDITY:**

The offer shall remain valid for 90 days from the date of opening of Part-I Bid & 45 days from the date of Reverse Auction / Price Bid opening, whichever is later.

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

**Four weeks** or earlier from the date of submission of capital investment proposal / scheme by BHEL to FI.

#### **7.0 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.

#### **8.0 QUANTITY:**

During two years of 'rate contract' period, it is envisaged that approximately **eight** 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.

**9.0 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.

**10.0 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 one year on mutual consent basis.

**11.0 PENALTY DUE TO DELAY IN COMPLETION OF APPRAISAL:**

Delay in completion of job, will attract reduction of fees as penalty @ 1% per week or part thereof, subject to a maximum 10% of total fees in each case.

**12.0 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 informations, 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.

**13.0 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.

**14.0 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.

**15.0 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 in case BHEL is obliged to 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.

- 16.0 The offers of the bidders who are banned / De-Listed/ Under Hold by BHEL and also the offers of the bidders, who engage the services of the firms which are banned / De-Listed/ Under Hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website; [www.bhel.com](http://www.bhel.com)

**17.0 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.

**18.0 ARBITRATION:**

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & FI (Service Provider) 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.

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.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

**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 DEFAULT / BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or services or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials or services 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 / services not so delivered or others of a similar description where stores / services 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.

Cost of the purchases / services made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

**22.0 FORCE MAJEURE CLAUSE:**

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

**23.0 FRAUD PREVENTION POLICY:**

The bidders alongwith 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.

**24.0 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.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:

**ANNEXURE-III**

(Part-II: Techno-Commercial Bid)

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

**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.**

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:

**ANNEXURE-IV**

(Part-II: Techno-Commercial Bid)

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

**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 Organisation:

**ANNEXURE-V**

(Part-II: Techno-Commercial Bid)

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

**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 Organisation:

**ANNEXURE-VI**  
(Part-II: Techno-Commercial Bid)

**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (**Annexure-VII**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**Annexure-VIII**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the **H1 bidder(s)** (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organisation:

**ANNEXURE-VII**

(Part-II: Techno-Commercial Bid)

**Process Compliance Form**

**(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)**

To

- M/s. {Service provider
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for **“Rate Contract with two Financial Institutions / professional organisations for in-parallel appraisal of Capital Investment Proposals of BHEL”** against BHEL tender enquiry no.: AA/COM/FIs/2016-18

This letter is to confirm that:

- 1) The undersigned is authorized official / representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email / fax the price confirmation & break up of our quoted price (including that of line items) as per **Annexure - VIII** within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name :

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

**ANNEXURE-VIII**  
(Part-II: Techno-Commercial Bid)

**RA Price confirmation and Breakup**

**To**

- **M/s. Service provider**  
- **Postal address**

**CC:**

M/s. BHEL  
Corporate Office, Siri Fort,  
New Delhi - 110049

**Sub: Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. .... (in figure) Rs. .... (in words)** as fees for appraisal of **each** Capital Investment Proposal of BHEL for scope & terms and conditions, including incidental charges & taxes for "Rate Contract with two Financial Institutions / professional organisations for in-parallel appraisal of Capital Investment Proposals of BHEL" covered under tender enquiry No.: AA/COM/FIs/2016-18

Total price of the items covered under above cited enquiry is on basis of "Total cost to BHEL" which is inclusive of incidental charges & taxes but exclusive of Service Tax, as our final landed prices as quoted during the Reverse Auction conducted today {date.....} which will be valid for a period of minimum Two years.

The price break-up is as given below:

"Total cost to BHEL" which is inclusive of incidental charges & taxes  
but exclusive of Service Tax

=====  
Rs...../-  
=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For M/s. \_\_\_\_\_

Name:

Company:

Date:

Seal:



**ANNEXURE-IX**  
(Part-II: 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:



Maharatna Company

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

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

Ph.: 011-66337943, Fax:011-66337130, e.mail: anujain@bhel.in, web: www.bhel.com

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

Reference: Tender Enquiry No.: AA/COM/FIs/2016-18

**PART-III :: PRICE-BID**

1.0	<b>PRICE</b>	<b>Price (in Rs.)</b> <b>Per Capital Investment Proposal / Feasibility Report</b> <b>(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 & taxes:	Rs. .... (in figure) Rs. .... .... (in words) <b>(This Price shall be considered for evaluation purpose)</b>
1.2	Service Tax @ .....%	Rs. .... (in figure) Rs. .... .... (in words)

Signatures of Authorized Signatory of Bidder

Name:

Designation:

Name of Organisation:

Date:

Place:

Seal of Organisation: