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ANNEXURE-I

(To be filled up by the Bidder)

Ref. No.:

Date :

M/s Bharat Heavy Electricals Ltd.,
Electroporcelains Division
Prof. CNR Rao Circle
Malleshwaram
Bangalore - 560012

Attention : Shri

Dear Sir,

1 Having examined the tender documents against your tender Enquiry No _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security-cumcontract performance bank guarantee as per your requirement.

3. We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover (uploaded in website in case of e-procurement).

- a) Complete Techno-Commercial Offer.
- b) Un-priced copy of deviation sheet (cost of withdrawal) - Annexure-II
- c) Un-priced copy of Price Schedule using format given by BHEL.
- d) Any other documents (please specify).

Part-II (Price Bid along with Priced Annexure-II) - in a separate, properly sealed cover, in the format given by BHEL (uploaded in website in case of e-procurement).

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

ANNEXURE - III

DECLARATION

It is hereby declared that the original/ revised* price bid for _____

_____ (Name of Package) for _____ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/ revised* price bids where itemized price is not available for any part of scope of supply, including tests etc. for completion of the package, the same should be treated to have been included in our original/ revised* price bid.

It is also agreed that no further chance for seeking clarification/ confirmation to any missing point will be necessary.

Absence of itemized prices against some items does not mean that they are not included. Even though itemized prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorized Representative Name
and Designation:

Name & Address of the Bidder

Date

Forwarded to:

BHARAT HEAVY ELECTRICALS LTD

Electroporcelains Division

Prof. CNR Rao Circle

Malleswaram

Bangalore - 560012

* (Please delete whichever is not applicable)

ANNEXURE - IV

PROFORMA OF PERFORMANCE BANK GUARANTEE
(FOR INDIEGNOUS PURCHASE ORDERS)

- Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.
2) To be submitted to Purchase Dept. directly by the Banker

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(month) _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act/ constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electroporcelains Division at Malleswaram, Bangalore-12 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the Seller- company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under Purchase Order No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order.

AND WHEREAS the Contract inter-alia provides that the SUPPLIER shall furnish to the Company a sum of Rs..... (Rupees.....) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the

COMPANY.

NOW THIS DEED WITNESSES THAT in pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said Purchase order by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said Purchase order. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said Purchase order are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the

SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.

- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____. Unless a demand is made on the guarantor within THREE months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

(Seal of the Bank to be affixed)

NOTES: (NOT TO BE TYPED)

1. A minimum of TWO Bank Official Signatories
2. Signatories to sign on all pages of the Bank Guarantee
3. Any correction to be validated by the Banker Signatories
4. One common e-mail ID of issuing branch and e-mail & contact no of at least one issuing official should be provided on PBG forwarding letter.

FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS

1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods/ services. However, if the foreign Principal desires to avail the services of an Indian Agent, then the foreign Principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
2. 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.
3. An Indian Agent of foreign Origin Equipment Manufacturer (OEM)/ 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. The Agency Agreement should specify the precise relationship between the foreign OEM/ Principal and their Indian Agent, and their mutual interest in the business. All services to be rendered by the 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/ Principal, whether as commission or as 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.
5. Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian currency only.
6. Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.
7. In absence of any Agency Agreement, BHEL shall not deal with any Indian Agent (authorized representative/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign OEM/ Principal only for all correspondence and business purposes.
8. In a tender, either the Indian Agent on behalf of the foreign OEM/ Principal or foreign OEM/ Principal itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.
9. If an Agent submits bid on behalf of one OEM/ Principal, the same Agent shall not submit a bid on behalf of another OEM/ Principal in the same tender for the same item/ product.
10. The "Guidelines for Indian Agents of Foreign Suppliers" at Annexure-A shall apply in all such cases.
11. The supply and execution of Purchase Order/ Contract (including indigenous supplies/ services) shall be in the scope of foreign OEM/ Principal. The foreign OEM/ Principal should submit their offer inclusive of all indigenous supplies/ services and

evaluation will be based on the 'Total Cost to BHEL'. In case foreign OEM/ 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 its extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP) before opening of price bids. In this regard, details may be checked as per Annexure-B. It will be responsibility of the foreign OEM/ 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 foreign OEM/ Principal. All bank guarantees to this effect shall be in the scope of the foreign OEM/ Principal.

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tenders and Limited Tenders. 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 photocopy 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/ retainership being paid by the Principal to the Agent before placement of order by BHEL.

1.2 Wherever the Indian representatives have communicated on behalf of their Principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India (if any)

2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:

2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees, on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this, there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.


Annexure-B

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No.	Detail
	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 <i>Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured)</i> <i>Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies</i>
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 Erection & Commissioning)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other BHEL 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)

	<p align="center">ELECTRO-PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES Issued on 14.03.2017</p>
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ANNEXURE-VII

NEFT Application Form

Vendors Name	
Vendor Address	
BANK NAME	
BANK BRANCH	
BANK ADDRESS	
BANK BRANCH CODE	
BANK 9 DIGIT MICR CODE	
BANK NEFT CODE(IFC)	
BANK SWIFT CODE	
BANK PHONE	
ACCOUNT NAME	
ACCOUNT TYPE	
ACCOUNT NO.	
PAN NO.	


	<p align="center">ELECTRO- PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES</p> <p align="center">Issued on 14.03.2017</p>
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SERVICE TAX NO.	
TIN NO.	
E-MAIL ID	

Authorised Signatory Seal

Above details are to be submitted on company's letterhead. The details may either be attested by vendor's bankers or accompanied by a cancelled cheque leaf with IFSC code & A/c no. Printed on it.

Undertaking to report immediately any changes in the above to be submitted in company's letterhead.

	<p align="center">ELECTRO- PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES Issued on 14.03.2017</p>
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ANNEXURE-VIII

LOADING CRITERIA

No deviations in GCC terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

A) PAYMENT TERMS

1. Payment will be released within 45 days after receipt of complete documents as per order/ contract.

Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per Clause 17.0 of 'Instructions to Bidders'.

Time periods assumed by BHEL for a few activities are as follows:

Payment through Bank	- 30 days from receipt of invoice + documents.
Received LR	- 30 days from despatch.
Material Receipt Certificate (MRC)	- 120 days from despatch.

However, for Foreign Purchase, CAD at sight and Confirmed LCs are not permitted.

B) BANK GUARANTEE `

Non submission of Bank Guarantee - No deviation is permitted, if applicable as per NIT.

C) LIQUIDATED DAMAGES

If maximum limit asked for is 10% or 5% of Undelivered Portion - 10% value of the total quoted price including taxes, duties & freight.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .