

**Pre-Qualification requirements (PQR) for the procurement of C276 Sheets and Plates:**

**Pre-Qualification Requirement for Manufacturer:**

**A) Organizational Capability:**

1. Manufacturer having in-house manufacturing facilities for Sheets & Plates are eligible to participate. Vendor to indicate the nature of the Firm. (Trader/Manufacture). Product catalogue shall be submitted.
2. Suppliers shall submit their basic in house manufacturing facilities for evaluation of offer. In house facilities for rolling, hot/cold finishing, Heat treatment, testing's as applicable as per BHEL TDC are mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipment's & Instruments to be submitted.
3. If the supplier is not having steel making facility, then source of raw material for the manufacturing shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated; and the supplies should be restricted to the indicated list of raw material suppliers. The supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.
4. Compliance to Tendered Specification and BHEL TDC, if applicable as per Tender is mandatory for consideration of offer.
5. Chemical and Mechanical testing shall be done in house or at Labs certified as per ISO 17025.
6. Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.
7. BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
8. BHEL reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

**B) Past Experience/ Performance:**

1. Suppliers shall indicate the annual installed capacity of the manufacturers for the tendered specification & it shall be more than the tendered quantity.
2. Suppliers shall have supplied sheet/plates to the tendered specification or any higher grades of tendered specification.
3. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply (such as invoice/bill of lading copies and test certificates covering minimum and maximum sizes shall be submitted). If credential is not available for any specific tendered size, then a specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

**Pre-Qualification requirements (PQR) for the procurement of C276 Sheets and Plates:**

**C) Financial Soundness:**

1. Indigenous suppliers shall submit copies of annual reports (balance sheets), profit & Loss Statement for the last Three years (or from date of incorporation whichever is less) and GST Certificate.
2. Import suppliers shall submit latest audited report from any reputed third party business rating agency like D&B report / credit reform etc.

**Pre-Qualification Requirement for Trader/Stockist:**

1. Offers from Trader/Stockist is acceptable subject to customer approval.
2. Trader/Stockist shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
3. Trader/Stockist shall supply materials as per BHEL TDC only. The source of sheets/plates have to be specified in the offer. For projects calling for specific customer approval, acceptance of offer is subject to customer approval and meeting of any other applicable customer specific requirements such as QP etc.
4. Trader/Stockist shall submit Material Test Certificates from Manufacturer as per BHEL TDC requirements.
5. Test certificates: MTC from original mill in compliance with BHEL TDC/Specification endorsed by Trader shall be submitted. Material shall be tested at Labs certified as per ISO 17025 for chemical & mechanical, other applicable tests & NDE (for each heat with sample selection) under the witness of Third party inspection agency. Material acceptance will be based on successful testing at BHEL works.
6. In case of material supplied from stock, Pre dispatch inspection will be carried out by BHEL/BHEL TPIA at warehouse.
7. BHEL PO, BHEL TDC, Rev. No. shall be mentioned separately by the trader/stockiest in the TC and shall indicate 'BHEL' as the customer.
8. Traceability by original Mill stamping (Material Specification, Size and Melt Number) as per the TDC/Specification.
9. Trader/Stockist shall provide replacement of material at BHEL shop/project Site in case of any non-conformance in the supplied material without any cost implication to BHEL.
10. Trader / Stockist shall have supplied sheet/plates to the tendered specification or any higher grades of tendered specification.
11. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply such as invoice/LR, test certificates shall be submitted.

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12. Trader / Stockist shall submit copies of annual reports (balance sheets), profit & loss statement for the last three years (or from date of incorporation whichever is less) and GST certificate. Bidders to indicate the Annual Turnover for the last three years in the below format.

Bidder Name :	
Year	Turnover in Rs. Lakhs
2023-24	
2022-23	
2021-22	

- 13 **Financial Qualification:** Bidders should have minimum average Turnover of **2000 Lakhs** in the last three financial years for qualification.

Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.

BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL also reserves the right to verify information submitted by vendor. In case the information is found false/incorrect, the offer shall be rejected.

BHEL also reserves the right to carry out audit checks for confirming the material properties on the supplied material during material receipt at BHEL. Supplies found defective during check or subsequent processing at BHEL will be rejected.

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BHEL, Tiruchirappalli – 620014.	Quality Assurance	Technical Delivery Conditions
Product: UNS N 10276 SHEET/ PLATE AS PER ASTM B575 FOR FGD APPLICATION		
Document No.: TDC:0:212	Rev. No.: 01	Effective date: 12/07/2021
		Page 1 of 3

#### Record of Revision:

Rev 00 dt 03/04/2021 – Fresh issue

Rev 01 dt 12/07/2021 – Cl 3.2 added. Cl 1, 4, 6 & 11 modified.

### 1. SCOPE

This TDC specifies *the additional requirements* for the delivery of UNS N10276 sheets/plates conforming to ASTM B575 and to the latest edition. Sheet/ plate is classified as per ASTM B575 standard. (Sheet- Thk less than 4.76mm and Plate- Thk 4.76mm and more).

### 2. MATERIAL SPECIFICATION

ASTM	:	UNS N10276 as per ASTM B575 latest edition
Additional Requirement	:	As listed below (supplementary to Specification)
Size and Qty	:	As per Purchase order (PO)

### 3. CHEMICAL COMPOSITION & PROCESS

**Alloy:** UNS N10276 as per ASTM B575

- 3.1. Cold or Hot rolling to achieve desired thickness. Sheet/Plate to be solution annealed and descaled after rolling.
- 3.2. *Ladle analysis: Min one sample per cast. Product Analysis: Min one sample per sheet/plate as rolled.*

### 4. DIMENSIONAL TEST

The sheet/plates shall be supplied to the dimensions specified in the enquiry/PO.

Enquiry/PO shall state the following

- i. Length and width of sheet/plate.
- ii. Thickness

The following dimensional tolerances shall apply

a.	Thickness Tolerances	As per ASTM B906 Table A2.1 / Table A2.2 as per applicable
b.	Length & Width tolerances	As per ASTM B906 Table A2.3 / Table A2.4 based on method used to cut the sheet.
c.	Straightness	As per clause 8.5 of ASTM B575 (edgewise curvature-depth of chord-of sheet shall not exceed 0.04mm multiplied by the length in cm)
d.	Squareness	<i>As per clause 8.6 of ASTM B575</i>
e.	Flatness	<i>As per clause 8.7 of ASTM B575</i>
f.	Finish	<i>Finish shall be as per clause 13.1.1 (No. 1 finish) for Plate and clause 11.1.1 (No. 1 finish) for Hot rolled sheet and clause 11.1.2 (No.2D finish) for cold rolled sheet of ASTM B906.</i>
g.	Density	<i>Density as per clause 8.1 of ASTM B575.</i>

### 5. HEAT TREATMENT (HT)

- 5.1. Unless otherwise specified, the sheets and plates shall be supplied in heat- treated condition.
- 5.2. Heat treatment chart / report shall be submitted.

## 6. MECHANICAL TEST

Test samples shall be selected and prepared as per ASTM B906. Number of tests and re-tests shall be carried out as per ASTM B906.

a.	Tensile test	<i>Tension test method shall be as per ASTM E8 &amp; acceptance norms are as per specification ASTM B575.</i>
b.	Hardness	<i>Hardness on finished sheet/plate shall be as per ASTM E18 &amp; acceptance norms are as per specification ASTM B575.</i>
c.	Grain size test (only for sheet and strip)	<i>Grain size test shall be as per ASTM E112 and acceptance norms are as per specification as applicable ASTM B575.</i>

## 7. REPAIRS AND FINISH

- 7.1. The material shall be clean, smooth, sound and free from injurious defects.
- 7.2. All sheets/plates shall be free from harmful defects like cracks, lamination. The edges of sheets/plates shall be slit without fish tails and kinks. The sheets/plates should not contain any weld seam. The surface shall be free from scales, rust, pitting, wrinkles
- 7.3. Repair on finished sheet/plate is prohibited and shall not be accepted.

## 8. INSPECTION AT SUPPLIER'S WORKS

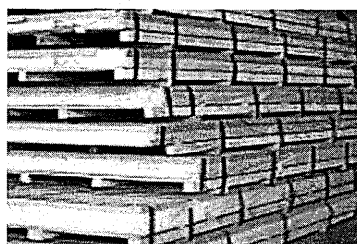
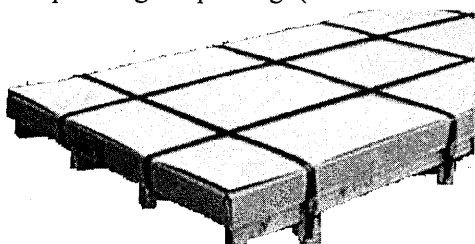
BHEL's representative shall have free access at all times until work on contract of BHEL is being performed, to all parts of the manufacturer's works. The supplier shall offer BHEL's representative all reasonable facilities without any financial implication to satisfy the latter that the material is being furnished in accordance with this specification.

## 9. PACKING AND MARKING

- 9.1. The material shall be separated by size and prepared for shipment in such a manner as to ensure acceptance by common carrier transportation and to afford protection from the normal hazards of transportation by sea. Packing shall be of sea worthy packing.

Each package shall be suitably marked with the following details. A metal label shall be securely attached to each package and shall bear the following information:

1. N 10276 plates as per ASTM B575
  2. BHEL Purchase Order Number
  3. Consignment and Identification No.
  4. Size, number and Weight
  5. Supplier's Name
- 9.2. Marking on the face of plate:  
Marking on the plate lengthwise on one face as per clause 22 of ASTM B906.
  - 9.3. Marking over the plate/sheet:  
Each sheet shall be identified by Tag & also permanent marking on each bundle of sheet on the packed crate.
  - 9.4. The bundle / crate shall be rigid enough to withstand the packed weight.
  - 9.5. Each bundle shall weigh approximately 2MT.
- Sample Image of packing: (for reference only)



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		Page 3 of 3

## 10. DESPATCH

It is the responsibility of the supplier to ensure that no damage occurs during transit.

## 11. INSPECTION AND CERTIFICATION

- 11.1. Products shall be inspected at works & test certificates (in English only) shall be countersigned by Inspecting Authority (any independent third party).
- 11.2. All the products shall be accompanied by manufacturer's mill test certificate (in English only) supplied against every purchase order. Additionally, manufacturer's test certificate (in English only) shall be submitted meeting all the requirements contained in the purchase order, this TDC, and the applicable specification with the following details.
  1. Purchase Order No (BHEL), TDC No & Rev No, Test certificate number & Date, Quantity.
  2. Specification and Grade with applicable year of code, Heat Number, Sheet/Plate number.
  3. Steel making process, Chemistry including incidental elements - Ladle and Product analysis
  4. Heat Treatment details like temperature, soaking time, cooling medium, batch number etc.
  5. Mechanical test results including Hardness, Grain size (as applicable) with reference and acceptance standards
  6. Dimensional test Reports.
  7. Print of the stamp of Inspecting Officer, which is used on the plate.
  8. The manufacturer shall furnish a certificate of compliance stating that the sheets/plates have been manufactured, inspected, and tested in accordance with the requirements of the applicable product specification.
- 11.3. Test Certificates shall be furnished for our verification. Despatch clearance will be issued after verification of reports and is mandatory before effecting despatch to BHEL stores.

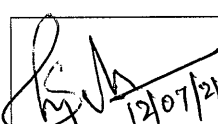
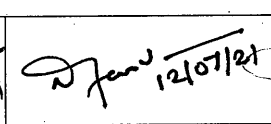
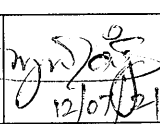
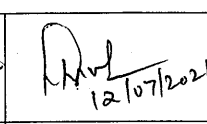
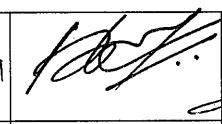
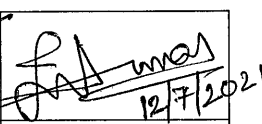
## 12. END USE

These are intended for Wet-dry interface zone in Absorber.

## 13. REJECTION AND REPLACEMENT

In the event of any sheet/plate proving defective in the course of rolling (forming), machining, testing, assembly or erection, such sheets/plates shall be rejected notwithstanding, any previous certification of satisfactory testing and/or inspection.

The supplier shall undertake to replace the rejected sheets/plates at his own cost and the rejected sheets/plates shall be sent back to the supplier after fulfilling the commercial terms and conditions.

					
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BHARAT HEAVY ELECTRICALS LIMITED – TRICHY  
PURCHASE / MM / STEEL

Ref: FB100/ C276/B575/1002500002

Date: 06/01/2025

**GENERAL CONDITIONS OF ENQUIRY FOR SUPPLY OF SHEETS TO THE SPECN ASTM B575 UNS N10276**

**Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.**

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

SI No	BHEL Requirements	Supplier Comments
01	<b>Pre-Qualification Criteria:</b>	
	<b>1.1</b> Suppliers shall meet the Pre - Qualification Requirements (( <b>Pre-Qualification requirements (PQR) for the procurement of C276 Sheets and Plates dt 17.12.2024</b> ) enclosed herewith. Pls submit all the required documents in line with the respective PQR. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.	
	<b>1.2</b> Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.	
	<b>1.3</b> Bidders shall submit Integrity Pact enclosed along with the tender	
	<b>Explanatory Notes for the PQR:</b> <b>i.</b> Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The "Contract" referred in Technical PQR may be Rate Contract/ Framework Agreement/ Purchase Order/ Work Order. <b>ii.</b> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover of above <b>PQR</b> along with all annexures. <b>iii.</b> In case of audited Financial Statements have not been submitted for all the three years as indicated against Financial Turnover PQR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. <b>iv.</b> If Financial Statements are not required to be audited statutorily, then instead of audited Financial Statements, Financial Statements are required to be certified by Chartered Accountant. <b>v.</b> Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL. <b>vi.</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of <b>QR – 1.1 to 1.3</b>	
02	<b>Scope of Supply:</b>	
	<b>2.1</b> Supply of Nickel alloy Plates as per specification ASTM B575 UNS N10276	
	<b>2.2</b> Supply shall confirm to the above specification and strictly as per TDC212/Rev.01 for plates and sheets to the Specn ASTM B575 UNS N10276. Pls confirm.	
	<b>2.3 In case of deviation, pls mention the specific clause no of TDC (Technical delivery conditions) and the specific deviation against it.</b> Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached	
	<b>2.4</b> Inspection and certification shall be as per TDC 212/Rev.01 for plates and sheets to the specn ASTM B575 UNS N10276. Pls confirm	

	<b>2.5</b> Supply of material shall be in Plate/Sheets only. Supply in Coil form is not acceptable and offer will be rejected.			
	<b>2.6</b> Material shall be supplied in trimmed edge condition. Pls confirm			
	<b>2.7 Material Description : Size &amp; Quantity</b>			
	Sl. No	Description	Nos	Qty (MT)
	1.	CR SHEET 2X1000X3000MM - B575 UNS N10276	1221	65.00
	Alternate length of 5000 / 6000 mm is also acceptable. Suppliers may take cognizance of the same and submit their quote accordingly. Pls confirm the offered width.			
	<b>Note:</b> Deviation in width & Length of plate from what is specified in tender is not acceptable.			
	<b>2.8. Quantity tolerance:</b> -0 /+5%. Supply of No of pieces ordered to be ensured.			
	<b>2.9 Tender evaluation:</b>			
	2.9.1 Tender shall be evaluated on individual item basis.			
03	2.9.2 Offers will be considered for price bid opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor firm by BHEL and our End customer.			
	<b>2.10</b> No of pieces shall be indicated in invoice/TC.			
	<b>2.11</b> Invoicing for Sheet/Plate shall be on theoretical weight basis only with density factor of <b>8.870 gm/cc. Supplier shall quote only on theoretical weight basis and deviation to the same will be liable for rejection.</b>			
	<b>Price Basis:</b>			
	<b>3.1 Indigenous:</b>			
	<b>3.1.1</b> Submit your firm competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis only. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).			
	<b>3.1.2</b> Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.			
	<b>3.2 Import :</b>			
	<b>3.2.1</b> Suppliers to quote their rates on CFR-Chennai basis only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LIFO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.			
	<b>3.2.2</b> Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.			
	<b>3.2.3</b> Shipment shall be through container or Break Bulk vessel, depending on the earliest vessel availability. Accordingly supplier shall quote the freight charges on LIFO (LINER IN LINER OUT) basis with options for Container/ Break bulk to ensure the earliest possible shipment			
	<b>3.2.4</b> For shipment through container, acceptance to the following points are required. a. B/L should bear the endorsement that "14 free days for Container Detention is applicable". Pls refer to note below also b. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LIFO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port.			

<p><b>Note:</b>  14 Free days for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.</p>		
<p><b>3.2.5</b> All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)</p>		
<p><b>Note:</b>  1. For Import Consignments Insurance will be arranged by BHEL, Trichy.  2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation.  3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.  4. Indian Customs imposes a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) &amp; Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.  5. In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier:  i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival  ii. Discrepancy in documents  iii. Short landing of Consignments (For shipments on CFR– Chennai Port)  6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis,  a. Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.  b. The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills.  c. Apart from the Terminal Handling Charges, Container cleaning Charges &amp; Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL.  d. The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.</p>		
1. CIC - Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge		4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker Adjustment Factor 6. CDS - Currency Depreciation Surcharge
<p><b>04 TAXES &amp; DUTIES: (Indigenous)</b></p>		
<p><b>4.1</b> The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p>		

	<p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p><b>4.2 GST (Goods and Services Tax)</b></p>	
	<p>Pls indicate the GSTN of your firm</p>	
	<p><b>4.2.1</b> GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be <b>exclusive</b> of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>	
	<p><b>4.2.2</b> The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Supplier/Vendor.</p>	
	<p><b>4.2.3</b> Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p>	
	<p><b>4.2.4</b> Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p>	
	<p><b>4.2.5</b> Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder</p>	
	<p><b>4.2.6</b> Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice &amp; GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions</p>	
	<p><b>4.2.7</b> Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p>	
	<p><b>4.2.8</b> Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -</p> <ol style="list-style-type: none"> <li>Supply of goods and/or services have been received by BHEL.</li> <li>Original Tax Invoice has been submitted to BHEL.</li> <li>Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.</li> <li>In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.</li> <li>Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/</li> </ol>	

	<p>bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.</p> <p>f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.</p> <p>g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p>	
<b>4.2.9</b>	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.	
<b>4.2.10</b>	TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.	
<b>4.2.11</b>	Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.	
<b>4.2.12</b>	Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.	
<b>4.2.13</b>	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.	
<b>4.2.14</b>	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.	
<b>4.2.15</b>	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.	
<b>4.2.16</b>	<p><b>Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer</p>	

	<b>4.3 Income Tax:</b>	
	TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.	
	<b>4.4 HSN Code &amp; Applicable GST % (To be filled by Supplier)</b>	
	<b>4.5 Import suppliers:</b> As per extant provisions of Income Tax Act, 1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.	
	<b>7.2.1</b> Valid Tax Residency Certificate issued by Govt / Tax agency of country	
	<b>7.2.2</b> Form 10F duly filed signed	
	<b>7.2.3</b> No PE and No Business connection declaration in mills letter head.	
	<b>7.2.4</b> Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand.	
	<b>7.2.5</b> Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country.	
<b>05</b>	<b>DELIVERY:</b> The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order/LC. <b>Our delivery requirement is within 120 days from the date of PO. Offers with delivery period more than 120 days/ 4 Months will be liable for rejection.</b> Hence suppliers shall take note of the same and confirm the delivery schedule specifically.  <b>NOTE:</b> a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor. b) In case BHEL increase the quantity during currency of the contract in line with quantity variation clause delivery extension shall be given for supply of these additional quantity.	
<b>06</b>	<b>TRANSIT INSURANCE:</b> <b>Indigenous:</b> Transit Insurance of material is in Supplier scope. Supplier shall insure the material at their cost for transportation. <b>Import:</b> Transit Insurance will be arranged by BHEL, Trichy	
<b>07</b>	<b>PAYMENT TERMS:</b>	
	<b>7.1 Indigenous</b>	
	<b>7.1.1</b> 100% direct EFT payment 90 days from the date of acceptance of materials at BHEL subject to submission of billing documents as mentioned in sl. no. 07 below.	
	<b>7.1.2. MSME Suppliers</b> may opt for the below payment terms.	
	1. <b>Micro &amp; Small enterprises</b> - Within 45 days from the date of receipt of vehicle at BHEL/stores subject to submission of billing documents as mentioned in sl. no. 07 below.	
	2. <b>Medium enterprises</b> - Within 60 days from the date of receipt of vehicle at BHEL/stores subject to submission of billing documents as mentioned in sl. no. 07 below.	
	However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.	
	<b>7.2 Import</b>	
	<b>7.2.1</b> BHEL Payment term is 100% payment on CAD basis after <b>90 days</b> from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
	<b>7.2.2</b> In case of LC, <b>Usance LC with 120 days</b> from the date of receipt of documents, specified in PO, at BHEL bank.	

	<p><b>7.2.3</b> If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.</p>	
	<p><b>7.2.4</b> Quoted currency to be indicated</p>	
	<p><i>Note: LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension applicable charges will be to supplier account. Extension of LC validity will not be entertained and dispatches beyond LC validity shall be on collection basis only.</i></p>	
	<p><b>7.3 No Interest Payable to Contractor</b></p>	
	<p>No interest shall be payable on the security deposit or any other money due to the Supplier.</p>	
<b>08</b>	<b>Documents Required For Bill Processing:</b>	
	<b>8.1 Indigenous</b>	
	<p>The following documents are required to be sent with Material Dispatch/Billing Documents:</p> <ul style="list-style-type: none"> <li>• Original Tax Invoice (As per Cl. No. 4 above).</li> <li>• Duplicate for Transporter</li> <li>• Copy of LR</li> <li>• E Way bill</li> <li>• MTC/ TPI documents</li> </ul>	
	<b>8.2 Import</b>	
	<b>8.2.1</b> Bill of Lading.	
	<p><b>8.2.2</b> Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. HSN code to be indicated for each item.</p>	
	<p><b>8.2.3</b> Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.</p>	
	<p><b>8.2.4</b> Country of origin Certificate. HSN code to be indicated for each item.</p>	
	<p><b>8.2.5</b> Mill test certificate.</p>	
	<p><b>8.2.6</b> Bill of Lading.</p>	
	<p>All the above documents should be submitted in triplicate &amp; in all documents Contract No., L.C. No. and Import License No. are to be indicated.</p>	
	<p><b>8.3 For Imports:</b> Port of discharge shall be <b>Chennai Sea Port</b>. Pls confirm specifically</p>	
	<p><b>8.4 For Imports:</b> Indicate the Port of shipment</p>	
	<p><b>8.5 For Imports:</b> Indicate the Mill (Name, Location) &amp; Country of origin</p>	
	<p><b>8.6</b> Offer validity of 90 days from Part-I bid opening date is required. Pls confirm</p>	
<b>09</b>	<b>Breach of contract, Remedies and Termination</b>	
	<p><b>9.1</b> The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period</li> <li>The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> </ol>	

	<p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p><b>Note-</b> Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract</p>	
<b>9.2 Remedies in case of Breach of Contract.</b>		
	<p>I. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>II. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>III. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>IV. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>V. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p>	

	<p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>VI. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>VII. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>VIII. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p><b>Note:</b></p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>a. In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>b. In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>									
	<p><b>LD against delay in executed supply in case of Termination of Contract:</b></p> <p>LD against delay in executed supply shall be calculated in line with LD clause no. 10.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii. <b>Let the value of executed supply till the time of termination of contract= X</b></p> <p>iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y</p> <p>iv. Delay in executed supply attributable to Supplier/Vendor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p>									
10	<p><b>MICRO AND SMALL ENTERPRISES (MSE):</b></p> <p>Any Bidder falling under MSE category shall furnish the following details &amp; submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table><tr><td>Type under MSE</td><td>UDYAM No</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (Excluding SC/ST/Women)</td></tr></table>					Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)						

	Micro																
	Small																
<p><b>Note:</b> If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document along with the tender documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p>																	
11	<p><b>LIQUIDATED DAMAGE:</b></p> <p>Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.</p> <p>Liquidated Damages leviable upon the Supplier/Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the Supplier/Vendor.</p> <p>If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract/PO, the Buyer/BHEL will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 1% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 25% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. LD will be reckoned from the date of receipt of vehicle at BHEL/stores.</p> <p><b>NOTE:</b></p> <p>a. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>b. <b>Imports:</b> CFR order- LD will be reckoned from B/L date</p> <p>c. <b>Indigenous:</b> FOR order - LD will be reckoned from the date of receipt of vehicle at BHEL/stores</p>																
12	<p><b>INTEGRITY PACT:</b> Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.</p> <p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><td>Sl.No</td><td>IEM</td><td>Email</td></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr></table>					Sl.No	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>
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3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>															

	<p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><b>Note:</b> No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p><b>Details of contact person(s):</b></p> <table border="1"> <tr> <td>Name</td><td>P.K. Ramesh Kumar</td><td>S Dhanabal</td></tr> <tr> <td>Dept</td><td>SDGM/MM/Raw materials</td><td>Sr. Manager MM/Steel</td></tr> <tr> <td>Address</td><td>Bldg No:24, BHEL Trichy</td><td>Bldg No:24, BHEL Trichy</td></tr> <tr> <td>Phone</td><td>0431 -257701/ 9442233579</td><td>0431 -2575730/ 9942705050</td></tr> <tr> <td>E-Mail</td><td>pkramesh@bhel.in</td><td>dhanabals@bhel.in</td></tr> </table>	Name	P.K. Ramesh Kumar	S Dhanabal	Dept	SDGM/MM/Raw materials	Sr. Manager MM/Steel	Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy	Phone	0431 -257701/ 9442233579	0431 -2575730/ 9942705050	E-Mail	pkramesh@bhel.in	dhanabals@bhel.in	
Name	P.K. Ramesh Kumar	S Dhanabal															
Dept	SDGM/MM/Raw materials	Sr. Manager MM/Steel															
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy															
Phone	0431 -257701/ 9442233579	0431 -2575730/ 9942705050															
E-Mail	pkramesh@bhel.in	dhanabals@bhel.in															
13	<p><b>PREFERENCE TO MAKE IN INDIA:</b> For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.</p> <p><b>23.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</b></p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol>																

	<p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ol> <p><b>Explanation</b></p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</li> </ol> <ol style="list-style-type: none"> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</li> <li>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.</li> <li>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</li> <li>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <ol style="list-style-type: none"> <li>a. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13.</li> <li>b. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids</li> </ol> </li> </ol>	
14	<p><b>Settlement of Dispute:</b></p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1</p> <p><b>14.1 Conciliation:</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall,</p>	

in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

#### **14.2 ARBITRATION:**

**14.2.1** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Madras High Court, Arbitration Centre (MHCAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**14.2.2** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

**14.2.3** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Madras High Court, Arbitration Centre (MHCAC)**- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Madras High Court, Arbitration Centre (MHCAC)**- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**14.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**14.2.5** The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Trichy**.

**14.2.6** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Trichy**.

	<p><b>14.2.7</b> Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p><b>14.2.8</b> It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p><b>14.2.9</b> In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p><b>14.2.10</b> In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p><b>14.2.11</b> In <b>case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</b> In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
<b>15</b>	<p><b>JURISDICTION</b> Subject to clause 14 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamilnadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p><b>GOVERNING LAWS</b> The contract shall be governed by the Law for the time being in force in the Republic of India.</p>	
<b>16</b>	<p><b>FORCE MAJEURE</b> <b>16.1</b> "Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</p>	

	<p>v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</p> <p>vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</p> <p>vii. Epidemic, pandemic etc.</p> <p><b>16.2</b> The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p><b>16.3</b> If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p><b>16.4</b> 15.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p><b>16.5</b> Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> <li>1. Constitute a default or breach of the Contract.</li> <li>2. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ol> <p><b>16.6</b> BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
<b>17</b>	<p><b>Cartel Formation</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
<b>18</b>	<p><b>Fraud Prevention Policy</b></p> <p>Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	
<b>19</b>	<p><b>Suspension of Business Dealings with Suppliers / Contractors:</b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award /execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or</p>	

	formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> .					
20	<p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening</p> <table><tr><td>BHEL Official 1</td><td>BHEL Official 2</td></tr><tr><td><a href="mailto:mrsamy@bhel.in">mrsamy@bhel.in</a> / 04312574204</td><td><a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a> / 04312575730</td></tr></table>	BHEL Official 1	BHEL Official 2	<a href="mailto:mrsamy@bhel.in">mrsamy@bhel.in</a> / 04312574204	<a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a> / 04312575730	
BHEL Official 1	BHEL Official 2					
<a href="mailto:mrsamy@bhel.in">mrsamy@bhel.in</a> / 04312574204	<a href="mailto:ghanabals@bhel.in">ghanabals@bhel.in</a> / 04312575730					
21	<p><b>Order of Precedence:</b> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ul style="list-style-type: none"><li>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li><li>b. General conditions of Enquiry terms and conditions</li><li>c. Special Conditions for Import suppliers</li></ul>					
22	<p><b>Note:</b></p> <ul style="list-style-type: none"><li>1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.</li><li>2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer.</li><li>3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</li><li>4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.</li><li>5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</li><li>6. ecovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.</li></ul>					
23	<p><b>Enclosure:</b> Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: <del>Non-Disclosure Certificate</del> - Not applicable Annexure-8: Integrity Pact Annexure-9: <del>Declaration confirming knowledge about Site Conditions</del> - Not applicable Annexure-10: Declaration reg. Related Firms &amp; their areas of Activities Annexure-11: Declaration for relation in BHEL</p>					

	<p>Annexure- 12: Declaration reg. minimum local content in line with revised public procurement</p> <p>Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017</p> <p>Annexure-14: Bank Account Details for E-Payment</p> <p>Annexure-15: Power of Attorney for submission of tender.</p> <p>Annexure-16: <del>Proforma of Bank Guarantee for Earnest Money.</del> - Not applicable</p> <p>Annexure-17: <del>Proforma of Bank Guarantee for Performance Security.</del> - Not applicable</p> <p>Annexure-18: <del>List of Consortium Bank.</del> - Not applicable</p>	
<p style="text-align: right;">Signature and seal of the authorized official</p>		

**1002500002 - Special Conditions of contract**

<b>SI No</b>	<b><u>BHEL Requirements</u></b>	<b>Supplier Comments (Acceptance or otherwise)</b>
1.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
2.	Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
3.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
4.	Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	
5.	<b>Evaluation of offer</b>	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are not acceptable. In case, if any bidders quote with such conditions, opportunity will be given to the bidder to withdraw the pre-conditions and on acceptance of the same, only the base offer of the bidder would be considered for evaluation and comparison. If suppliers regrets to withdraw such conditional offer, then, offer will be rejected.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.	
	d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.	
	e. In the event of any change in scope / quantity arising out of the discussions, bidders would be given a chance to submit their revised offer / Impact bids as the case may be. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
	<b>Reverse Auction</b>	
	f. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.	

6.	One Indian agent can represent one foreign principal only and submit one offer for these tender items. <b>Note:</b> In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
7.	<b>Role of Agents:</b>	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockist will not be considered.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.	
8.	<b>Agency Commission :</b>	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	
9.	Agency commission, if any should be clearly given in the offer (% on FOB / CFR Chennai inclusive).	
10.	Service charges, commission charges and any other incidentals will NOT be paid extra.	
11.	<b>Execution of the Order</b>	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
12.	<b>Authorisation for participation in EPS portal through DSC</b>	
	<b>a. E-Tender Participation requirements</b>	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go	

	through the FAQ available in the web portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	<b>b. For foreign Principal</b>	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage <a href="http://www.cca.gov.in/cca/">http://www.cca.gov.in/cca/</a> .	
	<b>c. For Indian agent</b>	
	In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	<b>d. DSC Authorisation</b>	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
13.	<b>Conditions for transportation:</b> In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
14.	<b>Set-off Clause:</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit furnished by the supplier under this Contract or any other contract.	
15.	<b>Duty benefits for Import Vendors</b> a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not. b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only. c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid. d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance. e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account. <i>Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.</i>	
16.	<b>Conflict of Interest among Bidders/ Agents</b>	

	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> <li>they have controlling partner (s) in common; or</li> <li>they receive or have received any direct or indirect subsidy/financial stake from any of them, or</li> <li>they have the same legal/representative/agent for purposes of this bid; or</li> <li>they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on, the bid of another Bidder,' or</u></li> <li>Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;</u> or</li> <li>In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: <ol style="list-style-type: none"> <li>The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>Indian/foreign agent on behalf of only one principal; <b>or</b></li> </ol> </li> <li>A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; <b>or</b></li> <li>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</li> </ol>	
17.	<b>Additional terms</b>	
	<b>17.1</b>	The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).
	<b>17.2</b>	In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.
	<b>17.3</b>	Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.
	<b>17.4</b>	If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.
	<b>17.5</b>	In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.
18.	<b>General terms</b>	
	<b>18.1</b>	Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.
	<b>18.2</b>	A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
	<b>18.3</b>	All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.

	<p><b>18.4</b> Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.</p>
	<p><b>18.5</b> Any clarification regarding tender shall be done before Part – I due date itself through EPS portal alone and in case of immediate non-availability of DSC, clarifications can be sought through the following mail id <b><u>dhanabals@bhel.in &amp; mrsamy@bhel.in</u></b>. The above mail id's are provided for initial clarification purpose only and no further correspondences shall be entertained through these mail ids.</p>
	<p><b>18.6</b> Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.</p>
	<p><b>18.7</b> Applicable INCO term for this tender is INCOTERMS 2010</p>
	<p><b>18.8</b> Foreign suppliers has to submit the <b>Non-Negotiable Document</b> to bank/directly to BHEL as per the relevant payment term, well <b>before the shipment reaches the port</b> or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.</p>
	<p><b>18.9</b> The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea, materials shall be shipped in Sea worthy packing condition. Packing charges will be to supplier's account.</p>
	<p><b>18.10</b> In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.</p>
	<p><b>18.11</b> In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.</p>
	<p><b>18.12</b> BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.</p>
	<p><b>18.13</b> Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.</p>
	<p><b>18.14</b> Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.</p>
	<p><b>18.15</b> At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>.</p>
19.	<p>Offers shall be submitted in <b>two part bids</b> system (<b>TECHNO-COMMERCIAL BID + PRICE BID</b>).The bidder shall submit his response through bid submission to the tender on e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> within the due date of this tender. The bidder would be required to register on the e-procurement market place <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.</p>
	<p>To be filled &amp; Signed by Original Manufacturer/Mill  Name of the mill / Principal:  Signature:  (Affix Seal)  (All conditions were read &amp; clearly understood and agreed in totality with the mentioned deviations only)</p>

### Offer submission check list

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	Not applicable
1.	Product catalogue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Point wise confirmation to PQR (Prequalifying requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Details of In-House manufacturing facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	list of testing equipments & instruments with Calibration details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Certification of Labs as per ISO 17025, if available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	ISO 9001 certification / Quality management system / Written down procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Proof of supply ( Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Audited copies of annual report for last three years for Indigenous suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	GST Certificate Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Latest report from any reputed third party business rating agency like D&B / Credit reform for Import suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Agency agreement (in case of Foreign or Indian agents).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Incorporation certificate or IT returns of Indian Agent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Tax certificates for Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Integrity pact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CHECK LIST**

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	<b>Name and Address of the Supplier</b>		
B	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
C	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	<b>EMD DETAILS</b>		
E	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	<b>Applicable/ Not Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of PAN Card & GST registration	<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>MSE certificate</b> as specified in Tender	<b>Applicable/ Not Applicable</b>	YES / NO
vi.	<b>Offer forwarding letter</b> / tender submission letter as per Annexure 2	<b>Applicable/ Not Applicable</b>	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure 3	<b>Applicable/ Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure 4	<b>Applicable/ Not Applicable</b>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure 5	<b>Applicable/ Not Applicable</b>	YES / NO
x.	Declaration by <b>Authorized Signatory regarding Authenticity</b> of submitted Documents Annexure 6	<b>Applicable/ Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure 7	<b>Applicable/ Not Applicable</b>	<del>YES / NO</del>
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure 8	<b>Applicable/ Not Applicable</b>	YES / NO

xiii.	Declaration confirming knowledge about Site Conditions as per Annexure 9	<del>Applicable/</del> <b>Not Applicable</b>	<del>YES / NO</del>
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure 10	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per Annexure 11	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure 12	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure 13	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure 14	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure 15	<b>Applicable/</b> <del>Not Applicable</del>	YES / NO
xx.	Performa of Bank Guarantee for Earnest Money as per Annexure 16	<del>Applicable/</del> <b>Not Applicable</b>	<del>YES / NO</del>

**NOTE:** Strike off" YES" or" NO", as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE :**

**Sign. of the AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No: .....

Date: .....

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: Submission of Offer against NIC Bid No: .....

Having examined the tender documents against your NIC Bid 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 and as per the indicated delivery schedule.

I/We further agree to execute all the works referred to in the said Tender documents upon the  
terms and conditions contained or referred to therein and as detailed in the appendices annexed  
thereto.

**Authorised Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

**CERTIFICATE OF NO DEVIATION**

(to be typed & submitted in the letter head of the company/firm of bidder)

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) NIC Bid No : .....

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIC Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized  
representative of the bidder)**

Date:

Place:

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

Ref: NIC Bid Specification No:

I/We, \_\_\_\_\_ declare that,  
I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) NIC Bid No : .....

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Date:

Enclosed: Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIC Bid No & Date : .....

2) All other pertinent issues till date

I / We hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Date :

**DECLARATION**

Date:

To,

Sr. Manager, MM/RM &amp; Steel, BHEL, Trichy - 620014

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----  
To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIC Bid Specification No : .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL ManaNICent comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

-----  
To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) NIC Bid Specification No: .....

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by .....  
(specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ...      |          |

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 Crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

Sr. Manager, MM/RM & Steel, BHEL, Trichy - 620014

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) NIC Bid Specification No: .....

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

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KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company' for submitting Tender/ entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of company with M/s Bharat Heavy Electricals Ltd, in connection with.....vide NIC Bid No: \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public