

Instruction to bidders and Terms & Conditions for supply of Cold rolled Grain oriented (CRGO) coils under Rate Contract Enquiry for Bhopal and Jhansi for 1 (one) year – 6700 MT.

Offers through NIC's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various grades of CRGO coils as per terms and conditions below.

General: Rate Contract enquiry as per below will govern technical and commercial terms for supply of Cold rolled Grain oriented (CRGO) coils in domain refined, Hi-B and conventional grades in conformity with respective BHEL specifications for requirement of BHEL Bhopal and BHEL Jhansi.

Rate contract will cover supply of CRGO coils to BHEL units of Bhopal and Jhansi as per later sections of technical and commercial conditions. Terms and conditions will be valid for a period of one year from the date of award of contract. Technical and commercial terms and price can be extended further for one year with mutual consent.

The supplies against this rate contract enquiry shall be subject to our general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the later shall prevail.

- Technical terms and condition** detailed herein along with BHEL specifications mentioned under scope of rate contract will govern supply of CRGO coils.
- Quantity allocation:** BHEL reserves the right to change allocation within BHEL Bhopal and Jhansi as well as within CRGO grades of a unit depending on BHEL's requirement and production schedule, in a manner that total RC quantity shall not exceed enquiry quantity and quantity allocated to supplier. Tentative quantity for each grade of CRGO is as under:

(all quantities in MT)

Grade / Unit	Bhopal	Jhansi	Grand total
23HP85d or equivalent or superior in terms of losses	700	400	1100
23HP90d / 27HP90d or equivalent or superior in terms of losses	1000	1600	2600
23HP100 / 27HP100 or equivalent or superior in terms of losses	1000	1300	2300
27CG130 / 27M4 or equivalent or superior in terms of losses	300	400	700
	3000	3700	6700

Quantities in each grade are subject to variation of +30% / - 30%. Bidders can also quote superior grade material (in terms of losses) but with thickness called in each grade as per above. Acceptance / rejection of the same shall be in purview of BHEL.

- Quantity distribution:** Number of vendors required per grade per BHEL unit (Bhopal & Jhansi) shall be 2 (two) with ratio of quantity distribution to be 65: 35. Actual distribution shall depend / may change upon various factors like customer approval status of sub vendors', repeated rejections in supplies, quantity offered by the bidders against tendered quantity per grade, non – supplies by the vendor in a grade etc. BHEL shall also reserve the right to change allocation for Unit as well as in CRGO grade provided total quantity does not exceed RC quantity of the grade.

Number of minimum suppliers required to execute this contract may change depending upon acceptance to counter offer etc., if any, made by BHEL. The quantity distribution in such cases shall be as below:

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100
5	31	25	19	14	11	100

4. PQR (pre-qualifying requirement) conditions

- BIS approval:** CRGO supplying mill shall have valid and operating BIS approval as on tender opening date for grades indicated in enquiry for consideration of offers. Any change in BIS status shall be immediately informed to BHEL during the course of evaluation & execution. Copy of valid

and operative BIS license in each grade shall be enclosed with technical offer. Offer of non-BIS licensee mill of CRGO will be out rightly rejected.

- b. **Mill Support letter:** In case of a trader/stockiest/authorized channel partners, tender specific authorization letter from Mill will be required with grade and quantities against grades offered clearly mentioned. This letter should also clearly indicate back-up support for supply of genuine prime CRGO coils, adherence to quality norms and redress quality issues, if any.
- c. **Supply experience:** Participating bidders to furnish POs & their invoice copies bearing any BIS grade CRGO which is better or equivalent in terms of losses from 27CG130 grade. Bidders to furnish 1 (one) PO and its invoice each for 3 (three) separate calendar year not earlier / older than 4 (four) years from 31st December 2021.
- d. Bidders' to provide self-declaration from mill's authorized person regarding their operational and functional capacity per month that is required for supply of at least 581 MT / month of CRGO coils against subject RC to BHEL.
- e. CRGO supplying mill shall be approved by at least anyone of major customers of BHEL – Powergrid (till 400 kV) / NTPC / NPCIL. Copy of valid approval letter (as on date of tender opening) shall be enclosed with technical bid OR mill should be listed in PGCIL's compendium for CRGO.

Note: All circulars issued by Government of India affecting any of the above conditions directly / indirectly shall supersede the above mentioned conditions.

5. **Supply conditions:** Coils shall be supplied vertically / horizontally packed and Packing shall be sea-worthy and shall protect the coils from damage and rusting during transit & storage at works. Tentative shipment / delivery shall be 1 (one) year + 3 (three) months OR contractual delivery, whichever is later from date of award of formal RC. Expected shipment dates may change subject to mutual consent based on PO/LC schedule.
 - a. 100% quantity in all grades shall be supplied in full width of 900-1050mm.
 - b. Coils shall weight maximum 5MT (for Bhopal) and 4MT (for Jhansi) for better productivity. For any weight requirement by Units above the specified limit, clearance at the time of PO placement/supplies may be taken.
 - c. Quantity tolerance per lot of supply shall be +/-10%.
6. **Inspection and Test certificates:**
 - a. Supplier shall submit Mill TC as per BHEL specifications. All testing requirement as called for in the purchase specification specified in purchase order must be part of Mill TC to be issued by the Mill along with the supply.
 - b. Test certificates should cover result of tests for mechanical and electrical properties as per specification for each coil No/ Heat No.
 - c. Dimensions and tolerances shall be as per specifications and confirmation for same shall be mentioned in mill TC. Waviness test results shall also be mentioned in mill TC explicitly.
 - d. Mill TC shall state bend test results (number of bends) and type test-ageing loss value. Separate certificate for type test-ageing loss issued by mill may be considered for contract validity period.
 - e. TC shall clearly bear BIS mark and license number.
7. **Tests and procedure:** Coils shall be tested for following
 - a. Maximum specific total loss and magnetic permeability measurement using Epstein or Single Sheet testing (for domain refined). Samples of raw material CRGO coils shall be provided to BHEL for internal testing. Sample of the Domain Refined Grade of CRGO will be tested on the Single Sheet Tester (SST). Total specific core loss measured by SST should be less than the maximum value specified in the corresponding specification. Results obtained at BHEL lab will be final and binding for acceptance of material.
 - b. Electrical tests of surface insulation resistivity as per IS 649 Section-2
 - c. Mechanical tests of ductility (bend test) and stacking factor.
 - d. Type tests (ageing) to be carried out by supplier when "Type approval" and repeated at least once in every two years' period.
8. **Test certificates:** Test certificate shall clearly indicate following information:
 - a. BHEL Purchase order.
 - b. BHEL specification, Supplier's name, Grade, Identification no., Size and weight, Packet/ Bundle no.
 - c. Test results of dimensions and tolerances
 - d. Details of insulation coating
 - e. Type test as required
 - f. Properties of Specific total loss of each coil, Mechanical and Electrical properties for one random coil of each lot
 - g. Results of chemical composition (for information only)

Supplier shall enclose one copy of test certificate as per above along with dispatch documents to facilitate clearance/ acceptance of supplied coils. Supplier shall be responsible for higher losses if any. In case of

higher losses, BHEL reserves the right to reject full lot for non-compliance. Supplier shall furnish coil details as per format Z attached.

9. BIS grade and applicable BHEL specifications are tabulated below for information:

Sl. No	CRGO grade	BHEL spec.	Max. specific loss at 1.7T/50 Hz	Minimum polarization at 800 A/m	Stacking factor (min.)
1	23HP85d or equivalent or superior in terms of losses (domain refined)	BP10984 Rev 03	0.85 W / kg	1.85 T	94.5
2	23HP90d / 27HP90d or equivalent or superior in terms of losses (domain refined)	BP10985 Rev 03 *	0.90 W / kg	1.85 T	95
3	23HP100 / 27HP100 or equivalent or superior in terms of losses	BP10987 Rev.05 *	1.00 W / kg	1.88 T	95
4	27CG130 / 27M4 or equivalent or superior in terms of losses	AA10905 REV 08	1.30 W / kg	1.81 T	94.5

* with clause 5.1.1 to be read as thickness of sheet shall be 0.27 / 0.23 mm.

10. **Rate schedule:**

- Foreign supply:** Rates quoted shall be on CFR/CIF ICD Mandideep basis and port of discharge will be Nhava Sheva while final port of destination will be ICD Mandideep (INMDD6). Goods shall be dispatched preferably in 20'GP or 40' GP containers on FCL- full container load basis. All en route charges including inland haulage charges till final destination shall be to supplier's account.
- Domestic supply:** Rates quoted should be for delivery at respective BHEL units termed as FOR destination inclusive of freight, packing and transit insurance.

Price variation is applicable to domestic supply as detailed in clause for evaluation of bids later.

Rates quoted in current rate contract will be valid and firm for ordering over a period of 12 months from the date of award of rate contract and additional time for delivery as mutually agreed during tender evaluation stage.

11. **Bid opening:** - The 'Techno-commercial' part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening **on e-procurement portal**. Clarifications if required on this part may be obtained from the bidders for their evaluation. The Price bid Part-II of such bidders alone shall be opened on a later date **on e-procurement portal** whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to technically qualified bidders later.

Bidders shall have to quote a single rate against each item in e-procurement module. Rates so quoted for line items 1 – 8 shall be used for purpose of evaluation and award of FA / RC. Bidders to clearly mark against each line item as "Quoted / Not Quoted" and also the quantity offered if "Quoted":

Sl.no	Line item description	Quoted (Quantity offered in MT) / Not Quoted
1	CRGO coils: 23HP85d or equivalent or superior in terms of losses (domain refined) as per BP10984 Rev. 03 (quantity: 700 MT) – total for Bhopal unit.	
2	CRGO coils: 23HP85d or equivalent or superior in terms of losses (domain refined) as per BP10984 Rev. 03 (quantity: 400 MT) – total for Jhansi unit.	
3	CRGO coils: 23HP90d / 27HP90d or equivalent or superior in terms of losses (domain refined) as per BP10985 Rev. 03 (quantity: 1000 MT) – total for Bhopal unit.	
4	CRGO coils: 23HP90d / 27HP90d or equivalent or superior in terms of losses (domain refined) as per BP10985 Rev. 03 (quantity: 1600 MT) – total for Jhansi unit.	
5	CRGO coils: 23HP100 / 27HP100 or equivalent or superior in terms of losses grade as per BP10987 Rev.05 (quantity: 1000 MT) – total for Bhopal unit.	
6	CRGO coils: 23HP100 / 27HP100 or equivalent or superior in terms of losses grade as per BP10987 Rev.05 (quantity: 1300 MT) – total for Jhansi unit.	
7	CRGO coils: 27CG130 / 27M4 or equivalent or superior in terms of losses grade as per AA10905 Rev. 08 (quantity: 300 MT) – total for Bhopal unit.	
8	CRGO coils: 27CG130 / 27M4 or equivalent or superior in terms of losses grade as per AA10905 Rev. 08 (quantity: 400 MT) – total for Jhansi unit.	

Separate L-1 bidder for each line item (from 1 – 8) shall be established.

Price finalization shall be done through price bid opening and not through reverse auction.

12. Evaluation of bids:

- a) Bids shall be evaluated for each items separately on total delivered cost at BHEL, Bhopal & Jhansi for respective requirements.
- b) Exchange rate (SBI TT Selling rate) on technical bid opening date will be used for evaluation. If relevant day happens to be a bank holiday in India, then exchange rate on previous bank working day will be used for evaluation.
- c) Price variation is allowed on domestic supply offer on exchange rate only as per formula below:
$$P1 = P0 \times \{0.15 + 0.85 \times (ES/ET)\}$$
wherein P1 is rate payable per MT, P0 is quoted rate per MT, ET and ES are Custom notified exchange rate in Rs. / US \$ prevalent on part-I technical bid opening date and one month prior to date of supply respectively.

Since, the PVC formulae for indigenous bidders incorporates ERV (exchange rate variation), all applicable Customs duties etc. shall be in scope of bidder.
- d) For foreign bidder, evaluation shall be done on full custom duty basis. In case of any change, same shall be informed prior to price bid opening. Customs duty under preferential trade agreement with exporting countries will be taken into consideration for evaluating bids.
- e) CRGO coils may be required for projects where Customs duty benefit is available to BHEL subject to availability of Advance Authorization / license for physical / deemed export job or project import registered with appropriate Indian Customs office. Wherever, duty benefit available for import of CRGO coils, indigenous vendors can avail benefit through invalidation (for Advance authorisation only). Bidders must provide necessary details such as IEC code, concerned DGFT address, GSTIN and procedure to be followed for obtaining invalidation letter from BHEL.

Invalidation discount in INR / kg is to be quoted by the vendor in Annexure – II. Same shall not be used for purpose of evaluation / establishing relative status in tender.

13. **Delivery period:** Delivery period shall be quoted in number of weeks from PO date. BHEL prefers delivery to be 90 days from date of PO. Early deliveries will be acceptable with mutual consent. In case of foreign bidders, final inspection (if required as per applicable QA plan of project) shall be done at vendor's works by BHEL / Customer.

14. Terms of delivery:

a) For indigenous bidders:

- F.O.R. destination on door delivery basis.

b) For foreign bidders:

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order on CIF / CFR ICD Mandideep dry port basis in containers.
- b) Delivery port will be to Dry Port – ICD Mandideep (INMDD6). Other delivery ports will not be acceptable.
- c) Minimum of 14 days' detention free period from IGM date is mandatorily required and destination charges to shipping line must be mentioned on Bill of Lading.
- d) Shipping line must allow the cargo to be transferred to BHEL's designated CFS (Containerized Freight Station) at destination port. In case, same is not allowed by the shipping line, ground rent and all ground charges shall be as per BHEL's CFS only.
- e) 4 originals of OBLs are to be released with one original necessarily to be marked / to be sent to **Manager (CMM – Steel), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.**
- f) Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account and in no case shall be borne by BHEL.

15. **Levy of Penalty for delayed performance:** - Penalty shall be applicable as per GTC BP200102 clause 9. On LD recovery, the applicable GST shall also be recoverable from indigenous vendors.

- **For foreign bidder:** Date of handing over material to freight forwarder (B/L date) shall be taken as proof of delivery

- **For indigenous bidder:** Receipt of material at BHEL (CN date) will be taken as proof of delivery for indigenous bidders
16. **Replacement of rejected goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied immediately free of cost by the vendor.
17. **Payment Terms:** -
- **For foreign bidders:** 100% against irrevocable, unconfirmed usance LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB against acceptance of material. In case, BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
 - **For indigenous bidders:** Payment shall be made within 90 days against receipt and acceptance of material without overdue interest OR within 45 days against receipt and acceptance of material as per the MSMED act, whichever is applicable to the supplier with no bank charges. Udyog Aadhar / Udyam registration is to be submitted with bid part – I by the bidders and is mandatory to avail SME benefit. Benefit of Udyam registration will be governed as per notification s. o 2 11 9 (E) dtd 26.06.20 of Ministry of micro, small and medium enterprise.
- However, in case of any deviation from above payment terms offer may not be considered, if the same is accepted by BHEL will be loaded at the rate of SBI base rate + 6% for price comparison purposes on cost to BHEL basis as per present practice.
18. **Transit Insurance:** - Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. For indigenous vendors, all transit risk shall be covered under clause Inland Rail and Road – A (IRR – A). In case of foreign bidders where insurance is in BHEL's scope, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.
19. **PEBC:** Foreign vendors needs to submit certificate of declaration for permanent establishment and business connection for determination of taxability as per section 9(1) of Income Tax Act, 1961 to be read with DTAA as per attached formats (annexure A and B). In absence of same, withholding tax of 30% plus applicable surcharge and cess will be applicable.
20. **Validity of Offer:** Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the contract. In case, validity lower than 90 days is provided, bids shall be liable for rejection.
21. **Taxes & Duties:** -
- **For foreign bidders:** All taxes and duties, in case of foreign bidders, leviable outside India shall be to the bidder's account and the same will not be borne by BHEL under any circumstances.
 - **For indigenous bidders:** The indigenous bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc).

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR – 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal
- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL. Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice

thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

22. **Integrity Pact:**

- a) The integrity pact submitted along with the current rate contract will be considered valid for the duration of contract.
- b) 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. A panel of Independent External Monitors (IEM) has been appointed to oversee implementation of IP in BHEL.
- c) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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 preliminary qualification. Details of IEMs for this tender is furnished below:

Name: Sh. Arun Chandra Verma, IPS (Retd.) E-mail: acverma1@gmail.com	Name: Virendra Bahadur Singh, IPS (Retd.) E-mail: vbsinghips@gmail.com
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- d) Please refer section-8 of the IP for Role and Responsibilities of IEMS. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- e) No routine correspondence shall be addressed to IEM (phone/post/email) regarding the clarifications, time extensions or any such administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

23. **Short closure:** BHEL reserves right to short close the contract for quantities anytime during the tenure of the RC.

24. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).

25. **RC validity:** FA / RC shall be finalized for a period of 1 year (last day of 12th month) from date of award of formal RC letter with further 3 months of actual delivery quoted by the bidders' whichever is later.

26. Compliance to **MAKE IN INDIA** circular issued by Gol:

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

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

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

27. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.

28. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.

29. BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	Asim Mukherjee	Vineet Suman
Designation:	DGM	Manager
Department:	CMM – Steel	CMM - Steel
Contact details:	+91 755 – 250 5778	+91 755 – 250 5805
Email:	mukherjee1@bhel.in	vineetsuman@bhel.in

Techno – commercial format for enquiry for FA / RC for CRGO coils for Bhopal and Jhansi for 1 year – 6700 MT.

Sl. No	Description	Remarks
1.0	Acceptance to supply coils as per BHEL specifications or equivalent grade	
1.1	Acceptance to BHEL spec. BP10984 Rev 03 for CRGO grade 23HP85d or equivalent or superior in terms of losses (domain refined)	YES – If 'No' your bid is liable for rejection
1.2	Acceptance to BHEL spec. BP10985 Rev 03 for CRGO grade 23HP90d / 27HP90d or equivalent or superior in terms of losses (domain refined)	YES – If 'No' your bid is liable for rejection
1.3	Acceptance to BHEL spec. AA10905 Rev 08 for CRGO grade 27CG130 / 27M4 or equivalent or superior in terms of losses	YES – If 'No' your bid is liable for rejection
1.4	Acceptance to BHEL spec. BP10987 Rev 05 for CRGO grade 23HP100 / 27HP100 or equivalent or superior in terms of losses	YES – If 'No' your bid is liable for rejection
2	All testing requirement as called in the applicable purchase specifications BP10984 Rev 03, BP10985 Rev 03, BP10987 Rev 05 & AA10905 Rev 08 must be part of the mill TC to be issued by the mill along with supply.	YES – If 'No' your bid is liable for rejection
3	Acceptance of late delivery penalty clause as per clause 15 of Annexure – I.	Yes
3.1	Acceptance to rejection replacement clause as per sl.no. 16 of annexure – I.	YES – If 'No' your bid is liable for rejection
3.2	Acceptance to all the point of Rate Schedule as per point no. 10 of annexure – I.	YES – If 'No' your bid is liable for rejection
4	Delivery period in no. of weeks to be reckoned from PO date.	_____ weeks
5	Validity of the offer for minimum period of 90 days from tender opening date	Yes
6	Compliance to all PQR conditions at clause 4 of annexure – I. Submission of all documents as per PQR conditions.	YES – If 'No' your bid is liable for rejection
7	CRGO coils supplying mill name and BIS status of supplying mill (enclose valid and operative BIS license copy for each grade as per clause 4 (a) of annexure – I)	_____/ Yes
8	Mill support letter in line with clause 4 (b) of annexure – I (PQR conditions)	YES – If 'No' your bid is liable for rejection
9	Integrity pact filled, signed, sealed and submitted in original with technical bid	YES – If 'No' your bid is liable for rejection
10	Acceptance to all the points in evaluation of bids criteria at sl.no. 12 of annexure – I.	YES – If 'No' your bid is liable for rejection
11	Acceptance to general terms and conditions as per Annexure BP200102. Any deviations must be clearly spelled in technical offer else shall will be presumed acceptable	Yes
12	Acceptance to quantity distribution as per point no. 3 of annexure – I.	YES – If 'No' your bid is liable for rejection
13	Acceptance to short closure clause as per sl.no. 23 of annexure – I	Yes
14	Acceptance to fraud prevention Policy as per sl.no. 24 of annexure – I	YES – If 'No' your bid is liable for rejection
15	Acceptance to validity of Rate Contract for ordering and deliveries as per sl.no. 25 of annexure – I.	Yes
16	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection
Sl. No	Additional details for foreign offers on CFR/CIF Mandideep basis:	Remarks
1	Acceptance to delivery terms as per sl.no. 14 (b) of annexure – I. Delivery Terms CFR / CIF ICD Mandideep (INMDD6). ICD Mandideep as final delivery port.	Yes
2	Port name for FOB delivery (for information only)	_____
3	Acceptance for discharge Nhava Sheva seaport and final Delivery port to be ICD Mandideep (Port code INMDD6)	Yes
4	Acceptance to payment term – Irrevocable unconfirmed LC with 90 days interest free period from BL date as per sl.no. 17 of annexure – I.	Yes
4.1	Acceptance to payment term – CAD payment within 90 days from date of BL as per sl.no. 17 of annexure – I.	Yes
5	Number of containers required to ship total tendered quantity in	20' FCL 40' FCL
6	Confirmation of 14 days' detention free period from IGM for Custom clearance at delivery port. Same shall be offered by the bidder through their shipping line for CFR deliveries.	Yes
7	All charges till delivery port & at shipping lines CFS (if the cargo is not allowed to be moved to BHEL's CFS) for CFR delivery to be borne by Seller	Yes
Sl No	Additional details for indigenous offers on FOR BHEL Unit basis	Remarks
1	Acceptance to delivery terms on FOR destination basis for both BHEL, Bhopal & Jhansi unit as per clause 14 (a) of annexure – I.	Yes
2	Acceptance to BHEL's standard payment terms as per sl. no. 17 of annexure – I	Yes
3	Acceptance to transit insurance as per clause 18 of annexure – I	Yes
4	Acceptance to GST clause as per sl.no. 21 of annexure – I.	Yes
5	Taxes & duties (please specify the percentages wherever applicable)	
	A GST	_____ %
	B HSN code	
	C IEC	
6	Acceptance to payment terms 100% direct within 90 days against receipt and acceptance of material as per clause 17 of annexure – I.	Yes
7	Invalidation discount as per sl.no. 12 (e) in annexure – I.	(in Rs. / kg)
8	Acceptance to MAKE IN INDIA clause no. 26 of annexure – I (annexure – III submission mandatory to avail Class I benefits)	YES – If 'No' your bid is liable for rejection

(Strike off table which is not applicable)
(Signature and seal of vendor)

Format of Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference to be issued on the letter head of the Audit Firm.

TO,

<Name and complete address of the bidder>

Sub: Independent Statutory auditor's certificate for percentage of Local Content for availing "make in India" preference.

Ref: <Tender Enquiry details of HEP _ BHOPAL>

1. We, <Firm name>, Chartered Accountants, the Statutory Auditors of M/s <Bidders name> ("the Company") have been requested by the company to verify the amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned items including all custom duties), as a proportion of total value. This certificate is required by the company for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017 to ensure local content in minimum 50% in the above mentioned tender.

Management's responsibility

2. The responsibility for the preparation of the details of total value as well as proportion of value as well proportion of value added in India of the aforementioned items is that of the management of the company. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the afore said details. The management is also responsible to ensure local content of minimum 50% in the above mentioned tender for purpose of availing purchase preference under public procurement (preference to make in India), Order 2017. The management also confirms that they are aware that any false declarations in this respect will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial rule for the company or its successors can be debarred for upto two years as per 151(iii) of the general financial rules also with such other actions as may be permissible under law.

Auditor's responsibility

3. Our responsibility is only to examine the details of total value as well as proportion of value added in India of the aforementioned items prepared by the management and to ensure that local content of minimum 50% in the above-mentioned items as required in the tender. Nothing contained in this certificate, nor anything said or done in the course of, or in connection with the services that are subject to this certificate, will extend any duty of care that we may have in our capacity of the statutory auditors of any financial statements of the company.
4. We have complied with the relevant applicable requirements of the standard on quality control (SQC) 1, quality control for firms that perform audits and reviews of historical financial information, and other assurance and related services engagements, further, our examination did not extend to any other parts and aspects of a legal or proprietary nature in the previously mentioned details.
5. We have been provided and verified the following documents in this regard; (a) bill of materials, i.e. details of raw and other materials used for production of aforesaid items; (b) sample invoices of raw & other materials procured by the company, and (c) other relevant details in respect of the above including written management representations. We have also relied on management representations that the entire raw and other material is fully indigenous and 100% value has been added in India.

Conclusion

6. Based on the procedures performed by us as referred in paragraph 3 to 5 above, and according to the information and explanations given to us, we confirm that amount of value added in India (i.e. the total value of the items procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value is <Mention the percentage> (fully indigenous) i.e. the above items is within the limits of minimum threshold of 50% as required for availing purchase preference under public procurement (preference to make in India), order 2017.

Restriction on use.

7. This certificate is issued at the request of the company for onward submission to M/s Bharat Heavy Electricals limited (BHEL), Bhopal in respect of tender enquiry <Tender reference>. This certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability of any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For <Audit Firm Name>
Chartered Accountants Firm
Registration number:

Signature of Partner
Membership Number:
UDIN: