

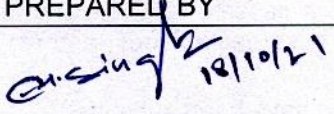

**BHARAT HEAVY ELECTRICALS LIMITED****E3619001**

(A Govt. of India Undertaking )  
MATERIAL MANAGEMENT DEPARTMENT  
PO BHEL, JHANSI UP 284120  
e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

**TENDER DOCUMENTS FOR ENQUIRY NO: E3619001 FOR FRAMEWORK AGREEMENT/  
RATE CONTRACT FOR PROCUREMENT OF ALUMINUM TANK, COVER, COMPONENTS,  
EXPANSION TANKS & ACCESSORIES ON FINISH BASIS FOR ONE YEAR.**

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03	Instructions for submission of Tender.	Schedule -III	04-06
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08	Sealed Price Bid: (Part-B)	Schedule -VI	20

PREPARED BY	APPROVED BY
 18/10/21	 18/10/2021
Ch. Mulayam Manager/TMM	Alok Bhadkamkar AGM/TMM



Seal and Signature of Bidder



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## SCHEDULE-I

### Pre-Qualifying Requirement for Procurement "Aluminium Transformer Tank".- E 3619001

Sl.	REQUIREMENT	Bidder's
1	<p><b>To Qualify:</b></p> <p>A) Bidder should be regular supplier of Aluminium tanks to Transformer Manufacturers supplying 3 Phase Electric Loco Transformer Rating of 6531KVA/7475 KVA/7775KVA to CLW.</p> <p style="text-align: center;">OR</p> <p>B) Bidders given trial orders by CLW in recent past should produce a letter of approval (dated on or before Part 1 opening date of enquiry) from CLW for regular supply of Aluminium Tanks for 3 Phase Loco Transformers of Rating 6531KVA/7475KVA/7775KVA.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Submitted</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Submitted</p>
2	<p>New vendors who are not registered with BHEL, Jhansi should submit duly filled "<b>Supplier Registration Form (SRF)</b>" along with the requested documents. The SRF is available on line on our website <a href="http://www.bhel.com">www.bhel.com</a></p>	<p><input type="checkbox"/> Document Submitted</p>

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Supporting documents for the details filled above have been submitted.
- Criteria at Sl. No. 2 is desirable.



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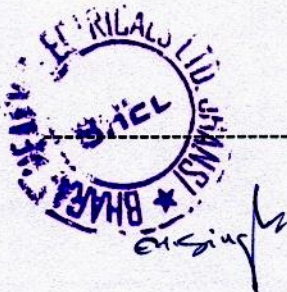
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**E3619001****SCHEDULE-II****QUANTITIES COVERED BY THE FRAMEWORK AGREEMENT (FA)/ RATE CONTRACT (R/C) ENQUIRY NO. E3619001 FOR ONE YEAR:**

**Quantities Covered:** Quantity Covered in this Framework Agreement/ Rate Contract enquiry for One Year period are as follows:

<b><u>Sl.No.</u></b>	<b><u>Item Description</u></b>	<b><u>Quantity (Sets)</u></b>
1	TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO HSTN003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 LOT 6500 KVA CO-CO LOT 7500 KVA BO-BO LOT 7775 KVA LOCO TRANSFORMER.	200 sets

This requirement is tentative and may vary beyond  $\pm 30\%$  tolerance depending upon BHEL's order book position and production requirement.





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## SCHEDULE-III

### INSTRUCTIONS FOR SUBMISSION OF TENDER

1. The offers against the enquiry shall be submitted in two parts.

**Part 'A'** : This part will be called Techno-commercial bid and shall be submitted as under:

(a) Enquiry documents E3619001, GTC duly signed by bidder.

(b) Schedule I, II, III, IV, V, VI (**without quoting price**), VII & VIII **duly signed by bidder**.

(c) CA Certificate, Udyam Certificate (to claim MSE payment terms)

**Part 'B'** : This will be called price bid and shall be submitted as duly signed Schedule VI (**with quoting price**)

2. The vendors shall submit Part-A & Part-B in separate envelope super-scribing Enquiry No. E3619001, Part No. of the bid, due date and time of opening as indicated in the tender document.
3. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
4. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillment of all the technical and commercial parameters.
5. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the general terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
6. No over-writing in any of the Schedule of Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. It is advisable that initially the details are filled by the tenderer on a Xerox copy of the documents and checked before final completion. However, when these become essential, tenderer shall score out the incorrect information and put the correct information duly endorsing each correction with his/her signatures.

Seal and Signature of Bidder

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## SCHEDULE-III

### 7. "Integrity Pact (IP)"

(a) IP is a tool to ensure that activities and transaction between the company and its Bidders / contractors are handle in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnish below:

	Name	Mail ID
1	Shri Arun Chandra Verma IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

(b) The IP as enclosed with the tender (**Schedule-VII**) 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 word, entering into this pact would be a preliminary qualification.

(c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

*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.*

For all clarifications/ issues related to the tender, Please contact:

Name:	Mulayam ( Manager)	Alok Bhadkamkar (AGM)
Deptt:	Transformer Management	Transformer Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone: (Landline/ Mobile)	0510-241-2734 9999618906	0510-241-675 9453001016
Email:	<a href="mailto:mulayam@bhel.in">mulayam@bhel.in</a>	<a href="mailto:alok.bhadkamkar@bhel.in">alok.bhadkamkar@bhel.in</a>
Fax:		



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### SCHEDULE-III

8. L-1 bidders shall be decided after Reverse Auction. Reverse Auction (RA) will be done for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction as per RA Guidelines.
9. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.  
*Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."*
10. Bidders who are not registered with BHEL, Jhansi and wish to participate in bidding process to supply this item, may also submit duly filled bid. Such bidder should also submit their **Registration form ONLINE through Vendor Registration** link at <https://clw.indianrailways.gov.in/> as per CLW procedure. Such bidder has to enclose the copy of the acknowledgement received from CLW / submit an undertaking that they have submitted online application at CLW.
11. In case the bidder has been approved by CLW in Part - I category (Regular Source) for supply of Transformer Tanks for 3 phase Locomotives and have been considered for price bid opening / Reverse Auction, the bidder should submit ONLINE Supplier Registration Form (SRF) of BHEL through supplier registration link at [www.bhel.com](http://www.bhel.com).

We confirm above instructions have been fully understood and the price bid has been submitted exactly in line with format at Schedule- VI without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order, quantity, slab rate, discount for quantity, different terms & pay etc.); BHEL has full right not to accept our offer.

Signature of Bidder :  
Name :  
Designation :  
Seal :

Seal and Signature of Bidder





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## SCHEDULE-IV

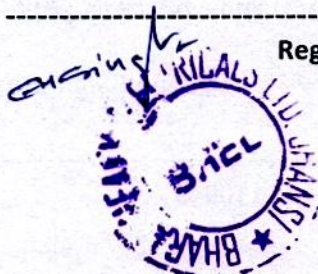
### TECHNO-COMMERCIAL TERMS & CONDITIONS :

1. The Technical requirements for the TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES shall be as detailed at Schedule –II
2. In Price Bid Format Part –B The rate should be quoted per Set on finish basis only for TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES.
3. Rates shall be quoted duly considering the GST Input Tax Credit/ Custom Duty Benefit credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis. **Packing, Forwarding, Freight & insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL Jhansi which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer must be mentioned. If any bidder is found to incorrectly declare less value of GST or "NIL" GST in the offer, his contract will be terminated. For increase in GST rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
6. The validity of the quotation shall be for a period of minimum 120 days from tender opening date and further it will be extend for 120 days from the date of opening of Price Bid/Reverse Auction.
7. **Payment Terms** :- 100 % payment within 90 days ( 45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.

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### SCHEDULE-IV

8. **Distribution of quantities in tenders:** Due to large quantity requirement, we may finalize tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to capacity quoted by the bidder. Indicate your committed capacity for the items/ works/ services tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of Purchase Order/Contract.

Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) response. The manner and proportion of distribution shall be mentioned in the specific enquiry.

While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg: If an allocation of 40% quantity results 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units.

The distribution shall be based on the acceptance given by the bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder(s)"

Whenever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder.

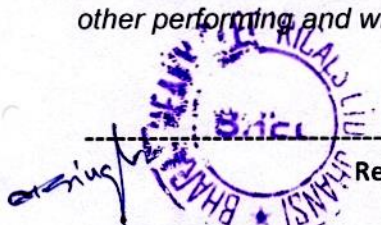
**In this tender the quantities distribution shall be done between two bidders as below stated ratio (%).**

P (No of vendors)	L1	L2	Total
1	100		100
2	70	30	100

**Note:** While the above patterns shall also be followed in long terms framework agreements (FA), performance of suppliers shall be monitored periodically, and loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (d) Pendency of orders on the supplier and (e) responsiveness in addressing post order completion issue at BHEL.

In view of above factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery/ quality performance/ quoted capacity of the bidder, BHEL reserve the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of defaulting supplier(s) may be redistributed amongst other performing and willing vendors of FA.

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## SCHEDULE-IV

9. **Risk Purchase Clause:** If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material ( of the undelivered portion ) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc. of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)
10. **Delivery Terms:** While the delivery quoted in the offer at Sl. No.2 of Schedule V (at page 14) is for contractual purpose, BHEL reserves the right to seek more than the quoted capacity if the need arises. For such cases, vendor will be given prior intimation.
11. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed portion only of order value unless mutually agreed otherwise. BHEL security date mentioned on SRV (Store Receipt Voucher) shall be considered as delivery date for LD Purpose.
12. **Guarantee Clause:** Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi. However, wherever erection & commissioning also is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry. Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.

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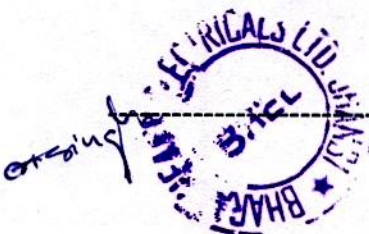
### SCHEDULE-IV

13. **PVC/ERV Clause:** Price shall be firm during the period of ordering and supply. No Price Variation Clause/ Exchange Rate Variation clause shall be applicable.
14. **Period of Rate contract:** Quantities mentioned in tender are for Ordering for the period of one year (till last date of 12<sup>th</sup> month) from date of entering into rate contract. However R/C can be extended for further one more year on mutual agreement.
15. **Short Closure of Rate Contract:** BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion.
16. **Inspection:** For tanks, which are imported, complete TCs / IC shall be supplied along with supply of material as per Specification / PO.  
For tanks which are manufactured indigenously, the supplier on readiness of the tanks as per Specification / PO, shall provide the TCs, pressure test reports, dimensional reports, levelling of mounting pads, weld finish & leak proof reports and undertaking that offered Tanks conforms all the relevant specifications and drawings and test requirements and performed satisfactorily.  
  
Supplier shall then raise inspection call to CQX/Purchase. CQX reserves the right to inspect the job at supplier's works during manufacturing stage/final stage or after receipt at BHEL works.  
  
BHEL CQX, based on the completeness of the reports submitted, shall provide final despatch clearance, BHEL CQX / Commercial may also forward the Inspection call to Indian Railway where ever felt necessary and as per approved Quality Plan. In such cases, BHEL CQX / Commercial shall provide the information by email to Supplier about Indian Railways Inspection at Suppliers Works. Despatch of the cleared job does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per the terms and conditions of the contract.  
In all tanks, be it imported or indigenous, on receipt of material at BHEL Jhansi, final acceptance of the tanks shall be given after due inspection by BHEL CQX / Indian Railway.
17. **Fraud prevention policy:** The 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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
18. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL purchase policy & Government guidelines.

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## SCHEDULE-IV

19. **Settlement of Disputes & Arbitration:** All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
- In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
  - In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
  - In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate
  - Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
  - The Seller shall continue to perform the contract, pending settlement of dispute(s).
20. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.
21. The General Terms & Conditions of Enquiry (JHS 2055A R03) which are uploaded at [https://jhs.bhel.com/apps/sip/eng\\_terms/eng\\_tems\\_current.pdf](https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf) are to be read by the bidder before submitting quote in the Enquiry. BHEL shall construe the participation by the bidder in the enquiry as acceptance to the General Terms & Conditions of Enquiry. The bidder to provide signed and stamped copy of the General Terms and Conditions, as a mark of acceptance to the General Terms and Conditions.
22. **RC validity:** FA / RC shall be finalized for a period of 1 year (last day of 12<sup>th</sup> month) from date of award of formal RC letter for ordering. RC will be valid for supply, further actual delivery quoted by the bidders' or BHEL's requirement whichever is later.
23. Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
- A) MSE suppliers who are having UDYAM registration can avail the intended benefits only if they submit Udyam & valid CA certificate (as per format available at Supplier Information Portal <https://jhs.bhel.com/apps/sip/index.php>) along with the offer. If Udyam & valid CA certificate of the bidder is already updated in SDC records of BHEL, Jhansi, no need to submit the same again along with offer. In such case only CA certificate to be furnished every year or after expiry date of CA certificate. It is hence in the interest of the supplier that they validate the status of UDYAM regularly with BHEL by furnishing the CA certificate, if they would like to avail intended benefits under MSME Act. Traders registered as MSE will not be extended any benefit under MSME Act.

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### SCHEDULE-IV

- B) Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- C) In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price **in a situation where L1 price is from someone other than a MSE** and such MSE shall be allowed to supply up to 25% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 25% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders. **The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 25% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 25% share in the tendered load.**
- D) In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has willfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.

#### 24. Compliance to MAKE IN INDIA circular issued by Gol:

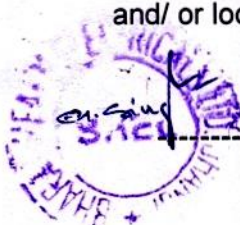
"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.5.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO 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 "

Seal and Signature of Bidder

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





# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking )

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

E3619001

## SCHEDULE-IV

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1/Class 2 supplier. For a vendor to be classified as "Class 1 local supplier"/" Class 2 local supplier", bidder from which support letter has been furnished shall have to submit **annexure – 1** 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

Signature of Bidder/Name :  
Designation/ Seal :

Seal and Signature of Bidder

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# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking )  
MATERIAL MANAGEMENT DEPARTMENT  
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e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

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## SCHEDULE-V

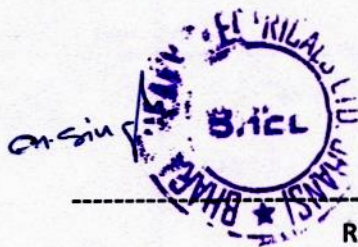
TECHNO COMMERCIAL BID (PART-A): Purchase Enquiry No: E3619001  
(Bidder should fill up the blanks on General Part of this page)

BIDDER'S NAME :  
.....

ADDRESS :-  
.....

### General Part:

<u>Sl.</u>	<u>Particulars</u>	<u>Remarks (To be filled by the bidder)</u>
1	Monthly Capacity reserved for BHEL Jhansi in nos (Al. Tank) per month. <b>(Minimum capacity of 30 Nos. per month must be reserved for this tender, In case capacity is less than 30 Nos. per month, offer will be rejected)</b>	..... Nos per month Al Tank (in nos.) per month.
2	Delivery Period of 1 <sup>st</sup> lot required from date of LOI / Purchase order for commencement of supply <b>(Desired delivery less than 02 months for first lot and balance lot @ time interval of 01 month)</b>	.....in month
3	Present rate of GST applicable.	.....%



Seal and Signature of Bidder

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking )

**MATERIAL MANAGEMENT DEPARTMENT****PO BHEL, JHANSI UP 284120**e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734**E3619001****SCHEDULE-V****Techno- Commercial Part:**

(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

Sl.	Terms & Conditions	Please Tick v
1	<u>Item Description</u> TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG.NO HSTN003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 LOT 6500 KVA CO-CO LOT 7500 KVA BO-BO LOT 7775 KVA LOCO TRANSFORMER.	Accepted/ Not accepted
2	Rate is to be quoted per no. Aluminum Tank, Cover, Components and Tank's accessories on finish basis.	Accepted/ Not accepted
3	Rates quoted in the price bid are on F.O.R. BHEL Jhansi basis including packing, forwarding and insurance charges.	Accepted/ Not accepted
4	Delivery shall be F. O. R. BHEL Jhansi.	Accepted/ Not accepted
5	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted/ Not accepted
6	<b>Risk Purchase Clause:</b> If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending at either BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website  <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>	Accepted/ Not accepted

Seal and Signature of Bidder

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# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

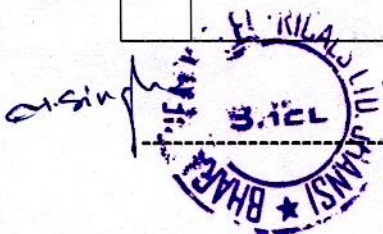
e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

E3619001

## SCHEDULE-V

Sl.	Terms & Conditions	Please Tick v
7	<p><b>Inspection:</b> For tanks, which are imported, complete TCs / IC shall be supplied along with supply of material as per Specification / PO.</p> <p>For tanks which are manufactured indigenously, the supplier on readiness of the tanks as per Specification / PO, shall provide the TCs, pressure test reports, dimensional reports, levelling of mounting pads, weld finish &amp; leak proof reports and undertaking that offered Tanks conforms all the relevant specifications and drawings and test requirements and performed satisfactorily.</p> <p>Supplier shall then raise inspection call to CQX/Purchase. CQX reserves the right to inspect the job at supplier's works during manufacturing stage/final stage or after receipt at BHEL works.</p> <p>BHEL CQX, based on the completeness of the reports submitted, shall provide final despatch clearance, BHEL CQX / Commercial may also forward the Inspection call to Indian Railway where ever felt necessary and as per approved Quality Plan. In such cases, BHEL CQX / Purchase shall provide the information by email to Supplier about Indian Railways Inspection at Suppliers Works. Despatch of the cleared job does not absolve the Supplier of the responsibility of supplying the tanks conforming to relevant specifications and to ensure satisfactory performance as per the terms and conditions of the contract.</p> <p>In all tanks, be it imported or indigenously, on receipt of material at BHEL Jhansi, final acceptance of the tanks shall be given after due inspection by BHEL CQX / Indian Railway</p>	Accepted/ Not accepted
8	<p><b>LD Clause:</b></p> <p>Failure to effect supply by the time specified on the purchase order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the order value of only delayed portion unless mutually agreed otherwise.</p>	Accepted/Not accepted
9	<p>Validity of the offer shall be 120 days from the tender opening date and shall extend automatically by 120 days from the date of Opening of price bid.</p>	Accepted / Not accepted

Seal and Signature of Bidder



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking )

**MATERIAL MANAGEMENT DEPARTMENT****PO BHEL, JHANSI UP 284120****e-mail: mulayam@bhel.in, Tel: 0510-2412734****E3619001****SCHEDULE-V**

10	<b>Payment Terms :-</b> 100 % payment within 90 days ( 45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. Base rate of SBI (as applicable on the date of opening of techno-commercial bid) +6% shall be considered for the period of relaxation sought by bidders.	Accepted / Not accepted
11	During dispatch of the material, all supplied items shall be properly labeled.	Accepted / Not Accepted
12	L1 bidder will be decided as per following formula: <b>Basic Rate + GST – Input Tax Credit.</b>	Accepted / Not Accepted
13	<b>PVC/ERV Clause:</b> Price shall be firm during the period of ordering. No PVC/ERV Shall be applicable.	Accepted / Not Accepted

Seal and Signature of Bidder

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# BHARAT HEAVY ELECTRICALS LIMITED

E3619001

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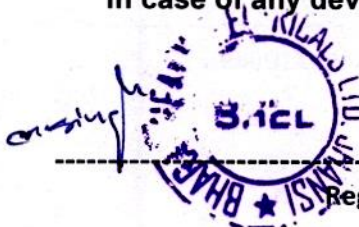
MATERIAL MANAGEMENT DEPARTMENT

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14	<p><b>Guarantee Clause :-</b> Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi. However, wherever erection &amp; commissioning is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later. In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry. Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected. If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods &amp; disposal of rejections, at the risk &amp; cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>	Accepted / Not Accepted
15	In case BHEL decides to go for Reverse Auction, you will participate in the Reverse Auction.	Accepted / Not Accepted
16	All the General Terms & Conditions of Enquiry (JHS 2055A R03) which have been uploaded at <a href="https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf">https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf</a> have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	Accepted / Not Accepted
17	Quantities mentioned in tender are for Ordering for the period of one year (till last date of 12 <sup>th</sup> month). However R/C can be extended for further one more year on mutual agreement.	Accepted / Not Accepted
17	Acceptance for benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase (clause no. 23 of schedule IV)	Accepted / Not Accepted
18	Acceptance to MAKE IN INDIA clause no. 24 of schedule IV	Accepted / Not Accepted

**Note: If any of the above conditions are not accepted, the offer may be liable for rejection. In case of any deviation, the same will be informed accordingly.**





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E3619001

## SCHEDULE-VI

### Bidders 'S NAME & ADDRESS:-

#### PRICE BID (PART - B) : Applicable for Indian Bidders

To,  
Manager (Transformer MM)  
BHEL JHANSI-284120.

**Subject:** - Price Bid against your Enquiry No. E3619001 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA/7775KVA/ ' BO-BO' / CO-CO LOCO TRANSFORMER

Total landed cost exclusive of Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

Sl .No.	Description	Aluminum Tank for LOT 6500 KVA CO-CO/ 7500KVA/7775KVA/ Bo-Bo / CO-CO Loco Trfr. (Rs. / No.)	
(A)-	BASIC RATE (inclusive freight & insurance and all test and documents charges )		
(B)-	GST		
(C)-	Input Tax Credit (same as B)		
(D)-	TOTAL LANDED COST (A + B - C)	In figure	
		In words	

NOTE: The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

Signature of Bidder :

Name :

Designation :

Seal :

Seal and Signature of Bidder





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e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

E3619001

## SCHEDULE-V

Person to be contacted: .....

Telephone No : .....

Fax No : .....

E mail Id :

Mobile No: .....

### Signature of Bidder :

Name :

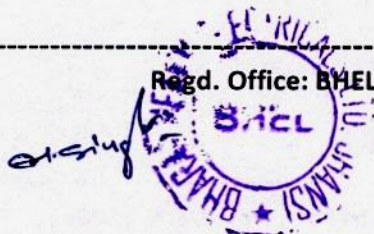
Designation :

Seal :

Seal and Signature of Bidder

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E3619001

## SCHEDULE-VII

### INTEGRITY PACT

#### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

#### and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

#### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

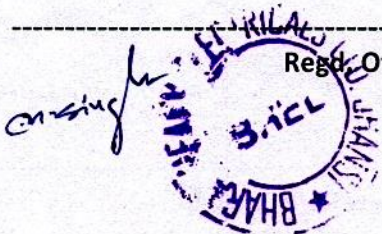
#### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional

Seal and Signature of Bidder





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E3619001

information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### Section 2 -Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

*Handwritten signature*



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- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### Section 3 -Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

Seal and Signature of Bidder

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6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

Seal and Signature of Bidder

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- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

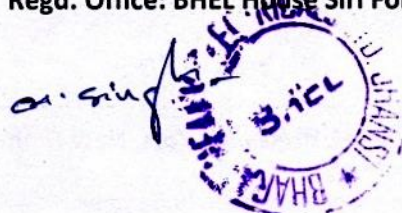
## Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

Seal and Signature of Bidder

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





# BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

MATERIAL MANAGEMENT DEPARTMENT

PO BHEL, JHANSI UP 284120

e-mail: [mulayam@bhel.in](mailto:mulayam@bhel.in), Tel: 0510-2412734

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- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

*Choudhry* / 18/10/21

For & On behalf of the Principal

(Office Seal) **(चौधरी मुलायम)**  
**(CHOUDHRY MULAYAM)**  
प्रबन्धक (कै. 0310300)  
Manager (CMM)  
बी.ए.ई.एल., जंसी  
B.H.E.L., JHANSI

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place Jhansi

Date 18/10/21

Witness: *AK* 18/10/21

(Name & Address) BHEL Jhansi (UP)

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**

**MATERIAL MANAGEMENT - Trfr MM DIVISION**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit a self-certification complying with the conditions below on company letterhead duly signed by competent authority.*

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, JHANSI (UP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, only "Class-I Local Suppliers"/ "Class-II Local Suppliers" are eligible to bid for the tender.

(a) A supplier will be treated as "Class-I Local Suppliers", if the items quoted by bidder have local content equal to or more than 50%.

(b) A supplier will be treated as "Class-II Local Suppliers", if the items quoted by bidder have local content more than 20% but less than 50%.

(c) 'Local Content' means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

3. I hereby declare that our firm qualifies as "Class-I Local Suppliers" or "Class-II Local Suppliers".

a. The Local Content in the items quoted under this Enquiry is ..... Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:

- (a) .....
- (b) .....
- (c) .....

(.....)  
For M/s. ....  
(Seal & Sign)

