

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of steel as per sl.no. 2 below. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts as illustrated below:

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer. This part of offer should contain annexure – I, II and III. All annexures shall be uploaded duly with signed with seal
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid. In this part vendor shall have to enter their FOR destination prices in INR / MT in <https://eprocurebhel.co.in/nicgep/app>.

BHEL shall be resorting to price bid opening of techno – commercially acceptable bidders for price finalization and not through Reverse Auction. Bidders to quote their most competitive price.

1. **Bid evaluation & price schedule:** The bids shall be evaluated on item wise basis (i.e. individual L1 for each item) with total delivered cost to BHEL on landed cost basis. Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed rate. Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable.

2. **Enquiry items along with quantities and supply tolerance:**

SL NO	DESCRIPTION	QTY	UOM	QTY VARIATION	Delivery Location
BP1	0.65 MM X 560 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	100	MT	± 10%	Bhopal
BP2	0.65 MM X 710 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	200	MT	± 10%	Bhopal
BP3	0.65 MM X 790 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	100	MT	± 10%	Bhopal
BP4	0.65 MM X 890 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	100	MT	± 10%	Bhopal
BP5	0.65 MM X 1015 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	700	MT	± 10%	Bhopal
BP6	0.65 MM X 1130 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	150	MT	± 10%	Bhopal
BP7	0.65 MM X 1235 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10917 REV 07 (GRADE 65C530).	500	MT	± 10%	Bhopal
BP8	0.5 MM X 710 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	100	MT	± 10%	Bhopal
BP9	0.5 MM X 790 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	100	MT	± 10%	Bhopal

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BP10	0.5 MM X 890 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916. .	100	MT	± 10%	Bhopal
BP11	0.5 MM X 1015 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916. .	300	MT	± 10%	Bhopal
BP12	0.5 MM X 1060 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	50	MT	± 10%	Bhopal
BP13	0.65 MM X 850 MM X COIL CRNGO UNVARNISHED (65C600) AS PER MATERIAL SPEC- HG10062 REV-08.	50	MT	± 10%	Bhopal
BP14	0.65 MM X 1000 MM X COIL UNINSULATED CRNGO (65C600) PROTECTED ON BOTH SIDES BY RUST PREVENTIVE OIL COATING ONLY AS PER MATERIAL SPECIFICATION HG10062 REV-08.	25	MT	± 10%	Bhopal
HY1	0.5 MM X 780 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	360	MT	± 10%	Hyderabad
HY2	0.65 MM X 635 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 65C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	576	MT	± 10%	Hyderabad
HY3	0.5 MM X 750 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	95	MT	± 10%	Hyderabad
HY4	0.5 MM X 705 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	85	MT	± 10%	Hyderabad
HY5	0.65 MM X 635 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 65C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	96	MT	± 10%	Hyderabad
HY6	0.65 MM X 810 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 65C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	320	MT	± 10%	Hyderabad
HY7	0.5 MM X 520 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 50C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	52	MT	± 10%	Hyderabad

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HY8	0.65 MM X 1250 MM X COIL CRNGO STEEL SHEET ; BOTH SIDE INSULATED CRNGO STEEL WITH INSULATION THICKNESS AND OTHER PROPERTIES AS PER MATERIAL SPECIFICATION AA10916 REV 08 (GRADE 65C350). COATING THICKNESS SHOULD BE AS PER CLAUSE 3.3B OF SPEC- AA10916.	28	MT	± 10%	Hyderabad
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Quantity tolerance (supply tolerance) as per above is preferred.

3. **Pre-qualification criteria: As per attached Pre-Qualification Criteria annexure “Common PQR Requirement”.** In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected.
4. **Clause by clause acceptance:**
 - A. Bidder shall confirm and endorse clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any from-
 - i. Purchase specification of enquiry item(s).
 - ii. Packing and marking as per specification.
 - iii. Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP 200102C)
 - iv. All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill at the time of supply.
 - B. BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 4A.
5. **Terms of delivery:** F.O.R. destination on door delivery basis.
6. **Delivery Period:** BHEL's preferable delivery requirement shall be within 120 days from date of Purchase Order and bidders are requested to consider the same while quoting their contractual delivery period in annexure – II.
7. **Levy of Penalty for delayed performance:** - Penalty for late delivery will be applicable as per clause 9 of GTC BP200102C only.
 - **For indigenous bidder:** Receipt of material at BHEL (CN date i.e material entry date in BHEL) will be taken as proof of delivery for indigenous bidders.
8. **Payment Terms:** - Refer clause 16 of GTC BP200102C for payment terms. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). MSME vendors may register on (1) RXIL- Receivables Exchange of India Ltd (2) Invoice mart- M/s A. TREDS Ltd (3) M1xchnage-M/s Mynd Solutions Pvt Ltd (4) DTX- M/s KredX Platform Pvt Ltd (5) C2treds- M/s C2FO Factoring solutions Pvt Ltd authorized by RBI for TReDS and approved by BHEL. No overdue interest shall be payable by BHEL.

Bidder must attach UDYAM certificate along with bid to confirm their category. Refer clause 29 of GTC for details of benefits earmarked for purchase from MSE.

"In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, MI xchange, Invoicemart,KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvridha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."
9. **Inspection of material:** All supplies shall directly be made from mill with BHEL's PO number duly mentioned on material TC. All documents shall be legible and in English language.

Bhopal unit requirement -Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding.

For other BHEL unit requirement - According to BHEL unit requirement, inspection shall be done either in BHEL unit/shall be done by BHEL/BHEL nominated agency as per BHEL approved quality plan. The inspection type will be mentioned in purchase order of BHEL unit.
10. **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

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supplied immediately free of cost by the vendor.

11. **Taxes & Duties:**

Indigenous Purchase-Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. TDS, as applicable, shall be recovered from the vendors' bill.

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.

12. **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 tender. BHEL reserves the right to reject the offer, in case of offer validity less than 90 days from date of technical bid opening.

13. **Short closure:** BHEL reserves right to short close the contract for quantities.

14. **In addition to above our 'General Terms and Conditions enquiry' BP200102C shall also be applicable to this tender. Bidders may note that suitable loading will be done for arriving at the cost to BHEL price for any deviation from these general Terms & Conditions.**

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

16. 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.

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

18. **Prevention of conflict of interest among bidders/agent:** Treatment of cases regarding conflict of interest: Annexure- V to be submitted in bidder's letter head duly signed with seal stating unconditional acceptance to the clauses therein.

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

20. 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.
- 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:

S no	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

- 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. All correspondence with the IEMs shall be done through email only.
 - 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's officials whose contact details are provided below at S no 24.
- 21. CORRIGENDUM/ADDENDUM:** Any corrigendum/addendum related to this tender shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/BHEL> website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
- 22. TechnoCommercial MOU-** Based on the finalized terms and conditions under this tender, the Technical and Commercial Memorandum of understanding (MOU) will be done for the two year or for the time period mentioned in final MOU terms with the bidders.
- 23.** In addition to above, any Government of India (GoI) circulars issued from time to time affecting any of the above clauses shall supersede that condition of the tender.
- 24.** 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:	Madhurendra Manderwal	Sumit Gupta
Designation:	DGM	Sr. Manager
Department:	CMM – FE & Steel	CMM – Steel
Contact details:	+91 755 – 250 5210	+91 755 – 250 3298
Email:	madhurendra@bhel.in	sumitg@bhel.in

- 25.** Refer clause 39 of GTC BP200102C regarding Grievance Redressal mechanism. Any concerns and issues arising during the tendering process, may be addressed to Mr. Madhurendra Manderwal, DGM (CMM - FE & Steel) on contact details mentioned above for the first level escalation.

Annexure – II

Techno – commercial format

Sl.no	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER	Remarks
1	Name of the supplier with Tel. No / E-mail.		
2	Name & designation of the contact person		
3	Address of the works at which / inspection / delivery is offered / PO is to be placed.		
4	Acceptance to bid evaluation criteria as per sl.no.1 of annexure – I.	YES – If 'No' your bid is liable for rejection.	
5	Acceptance to size, grade, tolerance requirement & technical requirement as per sl.no. 2 & 3 of annexure – I.	YES – If 'No' your bid is liable for rejection	
6	Acceptance to all pre-qualification criteria as per sl.no. 3 & 4 of annexure – I.	YES – If 'No' your bid is liable for rejection	
7	Name of the mill (s) from which items offered as per enquiry are to be sourced.		
8	Acceptance to delivery terms as per point no. 5 of annexure – I.	YES	
8.1	Quoted delivery in number of days from date of receipt of PO.	_____ Days	
8.2	Acceptance to late delivery penalty clause as per point no. 7 of annexure – I.	YES	
9	Acceptance to payment terms as per point no. 8 of annexure – I.	YES	
10	Acceptance to transit insurance clause as per point no. 7 of GTC BP 200102C of annexure – I.	YES	
11	Acceptance to inspection terms as per point no. 9 of annexure – I.	YES	
12	Acceptance to rejection replacement terms as per point no. 10 of annexure – I.	YES - If 'No' your bid is liable for rejection.	
13	Acceptance to taxes and duties clause as per point no. 11 of annexure – I.	YES	
14	HSN code & percentage of GST applicable ((HSN code and percentage of GST applicable to be specified by the bidder))		
15	Confirmation of offer validity till 90 days from date of bid part – 1 opening as per SI 12 of annexure-I.	YES	
16	Acceptance to short closure clause as per point no. 13 of annexure – I.	YES	
17	Acceptance to all the points of General T&C BP 200102C which are not covered in annexure – I.	YES	
18	Acceptance to BHEL's Fraud prevention Policy as per point no. 15 in annexure – I.	YES	
19	Acceptance to Make In India clause at sl.no. 16 of annexure – I and any declaration thereof by Department of Heavy Industry of Government of India. (submission of annexure – III to avail MII benefit is mandatory)	YES – If 'No' your bid is liable for rejection	
20	Local content in percentage of material supplied (this is required for classification & ascertaining of vendor as Class I or Class II under 'Make in India' scheme). (bidder to mention the percentage of local content in compliance to 'Make in India' initiative of Gol) .The requirement of Auditor certificate regarding minimum local content as per MII order.	_____	
21	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection	
22	Submission of Un-price bid with list of quoted items	Yes	

This Annexure – II (TECHNO - COMMERCIAL FORMAT) is to be submitted duly signed with seal with bid part – I (technical bid).

(Sign, seal and name of authorized signatory)

Format - Auditor Certificate for MII

**CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC
PROCUREMENT
(PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)**

(To be provided on the Letter head of Auditor/PCA)

To,

_____ (Write Name and Address of the bidder);

Ref : 1) BHEL NIT/Tender Specification No: _____,

2) Name of items :

3) All other pertinent issues till date

We statutory auditor of the company / cost auditor of the company / practicing cost accountant / practicing chartered accountant ** hereby certify that the items/works/services offered by _____ (specify the name of the organization here) has a local content of _____ %.

The local content % certified above is in line with the definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as _____ (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.

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

We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

**We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Auditor Details
For(Firm Name)

Name of Auditor:

**Partner/Proprietor:

Membership No. **(ICAI/ICMAI): Firm Registration

No. (FRN): Signature & Seal of Auditor UDIN:

Date:

Place: ** - Strike out whichever is not applicable

Note: For evaluation of qualification of bidder:

1. Bidder has to submit the above format, duly filled & signed by authorized signatory.
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

DECLARATION

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

Type under MSE	SC Owned	ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro				
Small				

(√ Tick whichever is applicable)

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

DECLARATION
(to be given by Bidder)

Conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- 1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- 3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I am /We are, found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of Authorized Signatory
Name:
Designation:
Stamp / Seal of Firm