

**NIT (Notice Inviting tender) for E1453058 – Various sizes of normalized Carbon Steel Plates of ASTM-A 516 Gr. 70**

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of various size of normalized Carbon Steel Plates to material specification ASTM A 516 Gr 70 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 for E1453058 as illustrated below;

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer in E1453058. This part of offer should contain annexure – I to VI and Annexure E & F. All annexures shall be uploaded duly signed with seal
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid of E1453058. In this part vendor shall have to enter their prices per MT (i.e. Rs/PMT for indigenous and USD or Euro /PMT or any other Foreign currency for foreign bidders) 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. In the course of evaluation, if more than one bidder happens to occupy L-1 status, relative status shall be established by soliciting discounts from respective L-1 bidders.

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. Information for the same shall be given to bidders prior to price bid opening.

Exchange rate (SBI TT Selling rate) on part-I 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.

For foreign bidder, evaluation shall be done on full applicable Customs duty basis with additional/safeguard/countervailing duty, surcharge, taxes etc. as applicable. In case of any change, same will be informed prior to price bid opening. Customs duty under preferential / free trade / Economic partnership agreement with exporting countries / region will be taken into consideration for evaluating bids

- 2) **Enquiry items along with quantities:**

Item no	Thickness-mm	Width-mm	Length-mm	Wt. per plate-MT	Qty in Nos	Total Qty in MT	Item Description
1	220	3000	6000	31.086	2	62.172	Carbon steel plate as per <b>ASTM A 516 Gr-70</b> and other supplementary conditions as per A-20. plates to be supplied in impact tested and UT tested condition.
2	190	2500	5000	18.644	6	111.863	
3	170	2000	5800	18.055	7	108.360	
TOTAL					15	282.395	

Notes:

- (i) MTC must be supplied along with each lot of delivery.
- (ii) For bidders offering BIS grade material, TC should specifically mention material as per ASTM A 516 Gr-70 or equivalent BIS grade. Valid BIS license details along with applicable Indian standard to be provided for Customs clearance at Indian Port in line with applicable QCO order of Ministry of Steel (copy attached).
- (iii) In other cases, Customs clearance at Indian port will be in scope of vendor. In such case, payment shall be released only after receipt of material at BHEL, Bhopal.
- (iv) Tolerance is -0/+10%. Negative tolerance is neither allowed in quantity (i.e. weight) nor any dimension of Plates.

- (v) Staggered and early delivery is acceptable.
  - (vi) **SUPPLYING MILL IS TO BE APPROVED BY BHEL CUSTOMER PRIOR TO PRICE BID OPENING, IF REQUIRED. CREDENTIALS SOUGHT BY BHEL CUSTOMERS FOR APPROVAL ARE TO BE PROVIDED WITHOUT ANY ABNORMAL DELAY.**
  - (vii) Foreign bidders quoting BIS grade material should mandatorily provide Consignment ID, MTC ID, BIS license details of Mill and copy of Mill TC immediately after dispatch. These are mandatory for online SIMS registration needed for imports and Customs clearance of Steel products.
- 3) **Pre-qualification criteria:**  
Following documents are mandatorily required for consideration of offers: -
- (i) Valid ISO 9001-2015 certificate or equivalent of Mill / OEM.
  - (ii) Supporting mill TC of past supplied plates for thickness above 150mm in same or higher strength grade i.e. Yield Strength.
  - (iii) For offer from any Trading House/ Agent, valid Authorization letter in favor of bidder from the Mill/ OEM.
- All conditions are to be complied through submission of valid documents for offer to be considered.
- 4) **Standard Supplementary Requirement for Steel Plates: CARBON STEEL PLATE OF ASTM A516 GR 70 WITH SUPPLEMENTARY REQUIREMENT OF**
- (i) Plates shall be supplied in furnace normalized condition.
  - (ii) Charpy V-notch impact test on longitudinal direction at -29 degree Celsius and acceptance norms shall be 20 /16 joule.
  - (iii) Plates shall be ultrasonically tested and accepted as per ASTM A 578 level-B.
  - (iv) Third party inspection by M/s LRS / BVQI or TUV prior to dispatch.
- 5) **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.  
For bidders offering BIS grade material delivery will be CFR / CIF JNPT Nhava Sheva Seaport / Mumbai Seaport basis. Other delivery ports will not be acceptable for CFR/CIF.  
For other cases delivery term will be DDP BHEL Bhopal (Delivered Duty Paid) with Customs clearance in bidders' scope.
    - b) In case of containerized cargo, minimum of 14 days detention free period from IGM / inward (cargo arrival) date is mandatorily required. IEC, GSTIN, email id of BHEL unit, detention free period and preferably destination charges payable to shipping line must be mentioned on Bill of Lading
    - c) 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.
    - d) Three (3) OBLs are to be released with one original necessarily to be marked / to be sent to ***Dy. Manager (CMM – Steel), 2<sup>nd</sup> Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.***
    - e) 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.
- 6) **Delivery Period:**  
BHEL's preferable delivery requirement shall be 60~90 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 shall be @ 0.5% per week or part there of subject to maximum of 10% on total order value shall be applicable for delayed performance on undelivered portion as

per clause 9 of GTC BP200102B. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the purpose of evaluation. LD recovery, the applicable GST shall also be recoverable from vendors.

- **For foreign bidder:** Date of Bill of Lading date shall be taken as proof of delivery for CFR/CIF delivery for bidder offering BIS grade material.  
For other bidders, receipt of material at BHEL (UMID/CN date) will be taken as proof of delivery.
- **For indigenous bidder:** Receipt of material at BHEL (UMID / CN date) will be taken as proof of delivery for indigenous bidders

8) **Payment Terms:** -

**For indigenous bidders:** 100% payment in 90 days of receipt and acceptance of material without overdue interest OR within 45 and 60 days against receipt and acceptance of material for Micro/Small and medium enterprises, respectively 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.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit [www.rxil.in](http://www.rxil.in). No overdue interest shall be payable by BHEL. Bidder must attach UDYAM certificate along with bid to confirm their category.

However, in case of any deviation from above payment terms, offer may not be considered. If the same is accepted by BHEL it will be commercially loaded at the rate of RBI repo-rate + 4% for period short mentioned above. No benefit will be provided for extended period of payment terms beyond 90 days

**For foreign bidders:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of BL / AWB. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ 'RBI-repo rate + 4%' for bid evaluation 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.

Wherever the vendor has quoted LC payment terms, pre – dispatch clearance from BHEL on provisional mill TC / final TC prior to dispatch OR original mill TC verified by TPIA shall be made part of negotiable documents to be submitted by the vendor in bank.

- 9) **PEBC: Foreign Bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose.** Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the Bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the Bidder. Foreign vendors need 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.

Foreign Bidder to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of Bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities, the same may be furnished by the Bidder as a declaration

- 10) **Transit Insurance:** Except where delivery terms are agreed on CIF / DDP 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
- 11) **Inspection of material:** All supplies shall directly be made from mill with BHEL's PO number duly mentioned on material TC. In case, supplies are not directly from mill in name of BHEL, Bhopal, Carbon Steel Plates shall have to be supplied post TPIA and same shall be in bidder's scope for foreign bidders & in BHEL's scope for indigenous bidders. All documents shall be legible and in English language. Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding.
- 12) **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.

### 13) **Taxes & Duties:**

**(a) Imports:** The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price for bidders offering BIS grade material. For other bidders, all cost elements like taxes, duties, destination charges, transportation cost etc. in India until final destination- BHEL Bhopal shall be inclusive in price quoted on DDP BHEL Bhopal basis.

**(b) 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.

**14) 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.

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

**16)** In addition to above our 'General Terms and Conditions enquiry BP\_200102B 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.**

**17) Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (Annexure-C).

### **18) Integrity Pact:**

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

In case of any complaints arising out of the tendering process, the matter may be referred to any of the below email ids: **iem1@bhel.in; iem2@bhel.in; iem3@bhel.in.**

As on date the positions of the independent External Monitors (IEMs) are vacant in the Company. As and when IEMs join based on due approval of the Competent authority, any complaint(s) received will be shared with the IEMs.

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

- d) 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.

**19) Compliance to MAKE IN INDIA circular issued by Govt of India:**

*“For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier, is a defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”*

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.

**20) Conflict of Interest:** Treatment of cases regarding conflict of interest:

The bidder notes that a 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:

- i) 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;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) 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.
- iv) 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.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they 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, the Bidder is 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.**

**21) 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.**

**22) Bidders are advised to read the latest Government circular /OM / Notices etc. issued by Government of India & BHEL (wherever applicable to BHEL, shall be followed). BHEL’s General terms and conditions of enquiry (attached). Latest Order (Public procurement no 4) dtd. 23.02.2023 subject: Restrictions under Rule144 (xi) of General Financial Rules (GFRs), 2017 shall be applicable along with subsequent orders issued by Government of India (Ministry of Finance).**

- 23) Corrigendum / addendum:** Any corrigendum/addendum related to this tender shall be updated on NIC portal <https://eprocurebhel.co.in/nicgep/app>. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
- 24) Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
- 25)** Declaration (Annexure – E) by vendor about the participation of sister concerns in tender enquiry.
- 26)** Declaration (Annexure – F) by vendor about Land Border Sharing.
- 27)** 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:

<b>Name:</b>	Dharmendra Singh	Harsh Asudani
<b>Designation:</b>	AGM	Dy. Manager
<b>Department:</b>	CMM – Steel, Copper & FE	CMM - Steel
<b>Contact details:</b>	+91 755 – 250 3360	+91 755 – 250 5964
<b>Email:</b>	<a href="mailto:dharmendra2000@bhel.in">dharmendra2000@bhel.in</a>	<a href="mailto:harshasudani@bhel.in">harshasudani@bhel.in</a>

**Techno – commercial format for E1453058 – Various sizes of Carbon Steel Plates**

Sl.no	DESCRIPTION			TO BE FILLED-IN BY THE BIDDER	
1	Name of the supplier with Tel. No. / Fax Nos. / 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 all Clauses of Annexure – I.			<b>YES – If ‘No’ your bid is liable for rejection.</b>	
5	Acceptance to size, tolerance requirement & technical requirement as per sl.no. 2 of Annexure – I.			<b>YES/NO</b>	
6	Acceptance to all pre-qualification criteria as per sl.no. 3 of Annexure – I.			<b>YES/NO</b>	
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.			<b>YES/NO</b>	
8.1	Quoted delivery in number of days from date of receipt of PO.			<b>days</b>	
8.2	Acceptance to late delivery penalty clause as per point no. 7 of Annexure – I.			<b>YES/NO</b>	
9	Acceptance to payment terms as per point no. 8 of Annexure – I.			<b>(To be specified)</b>	
10	Acceptance to all the clauses of BP200102B which are not covered in Annexure – I.			<b>YES/NO</b>	
11	Acceptance to inspection terms as per point no. 11 of annexure – I.			<b>YES/NO</b>	
12	HSN code & percentage of GST applicable			<b>(HSN code and percentage of GST applicable to be specified by the bidder)</b>	
13	Confirmation of offer validity till 90 days from date of bid part – 1 opening.			<b>YES/NO</b>	
14	Submission of Integrity pact as detailed in sl.no. 18 of Annexure – 1.			<b>YES/NO</b>	
15	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, IF APPLICABLE)			<b>(bidder to mention the percentage of local content in compliance to ‘Make in India’ initiative of Gol)</b>	
16	Acceptance to all the points of Annexure – C (BHEL Fraud Prevention Policy)			<b>YES – If ‘No’ your bid is liable for rejection</b>	
17	Acceptance to all the points of Annexure – D (model conciliation clause annexure)			<b>YES – If ‘No’ your bid is liable for rejection</b>	
18	Submission of annexure – E declaration regarding sister concerns participating in this tender.			<b>YES – If ‘No’ your bid is liable for rejection</b>	
19	Submission of annexure – F declaration regarding land border sharing			<b>YES/NO</b>	
20	Furnished valid & operational BIS license on the date of supply for respective grades			<b>YES/NO</b>	
21	<b>Quoted for sheets as per point no. 2 of annex. - I</b>	<b>It no.</b>	<b>Item description</b>	<b>Qty in MT</b>	<b>Quoted / Not quoted</b>
		1	220 THK.CARBON STEEL PLATES AS PER ASTM A516 GR70	62.172	<b>YES / NO</b>
		2	190 MM THK CARBON STEEL PLATES AS PER ASTM A516 GR.70	111.863	<b>YES / NO</b>
		3	170 MM THK CARBON STEEL PLATES AS PER ASTM A516 GR.70	108.360	<b>YES / NO</b>

***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)

**MAKE IN INDIA format (to be filled by OeMs of the participating bidders)**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

**MATERIAL MANAGEMENT – STEEL 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, Bhopal (MP), 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.

(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) ‘**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**.

2. I hereby declare that our firm qualifies as “**Class-I 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)

**DEVIATION SHEET (FOR THICK CARBON STEEL PLATES OF ASTM A 516 GR. 70)**

<b>Deviation Details (if any)</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Reason for Deviation</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

**NOTES:**

1. Bidders are requested not to quote/upload any deviation from the Bid Document. In case any deviations are quoted, bidder's offer may not be considered for price bid opening.
2. In case of any Deviation against the bid document, deviations may be mentioned in the columns in the above table. Deviation mentioned elsewhere in the offered documents shall not be considered during evaluation
3. In case of No deviation against the bid document, Kindly mention "NIL Deviation" in the columns in the above format.

**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