

BHEL :: BAP :: RANIPET							
PURCHASE DEPARTMENT							
NOTICE INVITING TENDER							
ANNEXURE-A TO OPEN TENDER							
Bids are invited from prospective suppliers/ manufacturers for supply of C276 sheet (ATM B575 UNS N 10276) as per TDC, Size, Specification and Quantities as listed below.							
ENQ SL NO	SIZE	MATERIAL SPECIFICATION	Qty Tolerance	Remarks	QTY in Kg	TDC	DELIVERY PERIOD
01	Sheet 2X(1000-1250)X(3000-6000) mm (Min width 1000 mm with increment of 50 mm to Max 1250 mm i.e 1050,1100 etc.)	ASTM B575 UNS N 10276	-0/+5%	Single size to be supplied for entire Qty	78400.0	TDC:RTS:006/ Rev 00	Lot 1 : 20040 Kg - Within 150 days from PO Lot 2 : 28700 Kg - Within 210 days from PO Lot 3 : 16500 Kg - Within 300 days from PO Lot 4 : 13160 Kg - Within 360 days from PO
Total					78400.00		
Only Indigenous Sources will be eligible to bid and Item wise evaluation will be applicable. 1. Last 3 years financial statements (Balance sheet and P&L) to be provided.							
2. The Bidder has to quote the final Price on per Kg basis inclusive of Packing, Forwarding, taxes(18% GST), duties, freight , insurance and all other applicable charges.							
3. Quantity Tolerance as mentioned above for individual item quantity. Supplies beyond this tolerance will be rejected and returned to the supplier.							
4. Delivery Terms: F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet). Packing, Forwarding, Freight, Insurance charges and all applicable taxes to be included in quoted price.							
5. Signed & sealed copy of Annexure-A and other documents required to meet technical PQR should be submitted along with the offer.							
6. Dispatch clearance to be obtained from BHEL before dispatching the material.							
7. Signed & stamped copy of Integrity Pact to be submitted along with the offer. IEM Details:Shri Otem Dai, IAS (Retd.)-(Email: iem1@bhel.in)							
8. Invoicing to be done on actual weight basis only but limited maximum to theoretical WT(i.e as per size mentioned without any tolerance on thickness/width/length)							
9. Incase of any clarification, kindly email to riteshanand@bhel.in /kroy@bhel.in & contact @ 04172 284694 / 284447 between 0900 hrs to 1730 hrs							
Dy Mgr / Purchase							



Pre-Qualification Criteria

Enq. No. & Date:


Bidder's Name:

The following are the Pre-Qualification Criteria for participating in the Tender. Necessary supporting documents shall be submitted for meeting each of the below Pre-Qualification Criteria for evaluation of the offers.			
Sl. No.	Pre- Qualification Criteria	Documentary Evidence to be submitted by Bidder along with offer	Bidders' Remarks/ Comment/ Confirmation
01	Confirmation to Tender Specification and TDC Doc. No. TDC:RTS:006.Rev.00 dtd 20.05.2019.	Signed & sealed copy of TDC.	
02	Bidder should be a Manufacturer. (Valid authorization letter from Manufacturer/Mill in case of Traders/Dealers/Agents)	Registration certificate / Certificate of Incorporation / Authorisation letter	
03	Proof of Past Experience / Performance Certificates for supply of the same Specification plate/sheet materials.	(i) PO copy & relevant (ii) Invoice/ SRV/ BL (iii) Test / Inspection report of same PO.	
BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have On-Site assessment of the facilities at supplier's works during the bid evaluation.			
In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per extant guideline of BHEL.			

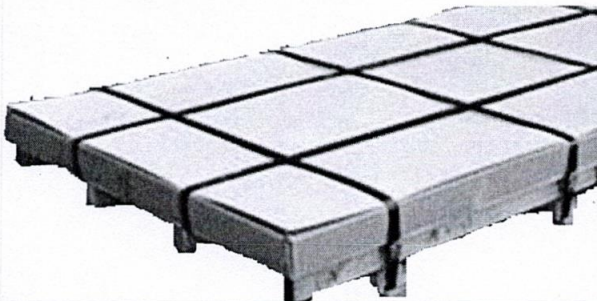
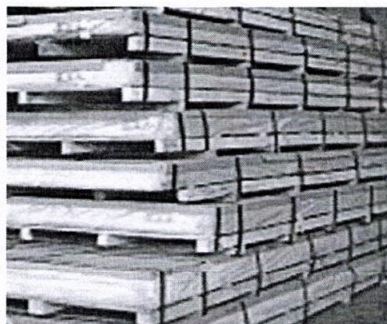
Declaration:

We understand that all the proofs/documents submitted by our firm for all the above points are subject to verification and in case BHEL finds any discrepancy in any of the documents submitted by us like fake/false/forged documents, Certificates or information, action may be taken against our firm as per extant guidelines of BHEL.

Bidder Sign with Seal

	TECHNICAL DELIVERY CONDITION FOR UNS N 10276 SHEET/ PLATE AS PER ASTM B575 FOR FGD APPLICATION	DOC No:	TDC: RTS: 006
		Effective Date:	20/05/2019
		Rev:	00
		Page:	1 of 3

1.0	Scope	
1.1	This TDC specifies the requirements for the delivery of UNS N10276 sheets/plates conforming to ASTM B575 and to the latest edition.	
1.2	The size and Quantity shall be as specified in the Enquiry/ Purchase order.	
1.3	Sheet/ plate is classified as per ASTM B575 standard. Sheet- Thk less than 4.76mm and Plate- Thk 4.76mm and more	
2.0	Chemical composition and process	
2.1	Alloy N10276 as per Table-1 of ASTM B575	
2.2	Cold or Hot rolling to achieve desired thickness. Plate/Sheet to be solution annealed and descaled after rolling.	
3.0	Dimensional tolerances	
3.1	The plates shall be supplied to the dimensions specified in the enquiry/PO. Enquiry/PO shall state the following	
	1) Length and width of plate. 2) Thickness The following dimensional tolerances shall apply	
	a) Thickness tolerances	As per ASTM B906 Table A2.1 / Table A2.2 as per applicable
	b) Length & Width tolerances	As per ASTM B906 Table A2.3 / Table A2.4 based on method used to cut the sheet.
	c) Straightness	As per clause 8.5 of ASTM B575 (edgewise curvature-depth of chord-of sheet shall not exceed 0.04mm multiplied by the length in cm)
	d) Squareness	As per clause 8.6 of ASTM B575 (Angle between adjacent sides shall be 90 +/- 0.15°)
	e) Flatness	As per clause 8.7 of ASTM B575 (Commercially flat)
	f) Finish	Finish shall be as per clause 13.1.1 (No. 1 finish) for Plate and clause 11.1.1 (No. 1 finish) for Hot rolled sheet and clause 11.1.2 (No.2D finish) for cold rolled sheet of ASTM B906.
	g) Density	Density as per clause 8.1 of ASTM B575.
4.0	Heat Treatment	
4.1	Unless otherwise specified, the sheets and plates shall be supplied in heat- treated condition.	
5.0	Mechanical Test	
5.1	Test samples shall be selected and prepared as per ASTM B906. Number of tests and re-tests shall be carried out as per ASTM B906.	
	a) Tensile test	Tension test method shall be as per ASTM E8 & acceptance norms are as per B575 Table 2, (i)Tensile strength 690MPa min. (ii) Yield 283MPa min. (iii) Elongation 40% min.
	b) Hardness	Hardness on finished plate shall be as per ASTM E18 & its value shall be 100 HRB (Max). Vendor to specify
	c) Grain size test (only for sheet and strip)	Grain size test shall be as per ASTM E112 and its value shall be as per Table 3 of ASTM B575 as applicable.
6.0	Freedom from defects	
6.1	The material shall be clean, smooth, sound and free from injurious defects.	
6.2	All plates shall be free from harmful defects like cracks, lamination. The edges of plates shall be slit without fish tails and kinks. The plates should not contain any weld seam. The surface shall be free from scales, rust, pitting, wrinkles	
6.3	Repair on finished plate is prohibited and shall not be accepted.	

7.0	Inspection at Supplier's works
7.1	BHEL's representative shall have free access at all times until work on contract of BHEL is being performed, to all parts of the manufacturer's works. The supplier shall offer BHEL's representative all reasonable facilities without any financial implication to satisfy the latter that the material is being furnished in accordance with this specification.
8.0	Packing and Marking
8.1	The material shall be separated by size and prepared for shipment in such a manner as to ensure acceptance by common carrier transportation and to afford protection from the normal hazards of transportation by sea. Packing shall be of sea worthy packing. Each package shall be suitably marked with the following details. A metal label shall be securely attached to each package and shall bear the following information: <ul style="list-style-type: none"> 1. N 10276 plates as per ASTM B575 2. BHEL PO no: 3. Consignment and Identification No. 4. Size, number and Weight 5. Supplier's name
8.2	Marking on the face of plate: Marking on the plate lengthwise on one face as per clause 22 of ASTM B906.
8.3	Marking over the plate/sheet: Each sheet shall be identified by Tag & also permanent marking on each bundle of sheet on the packed crate.
8.4	The bundle/crate shall be rigid enough to withstand the packed weight.
8.5	Each bundle shall weigh approximately 2MT.
8.6	Images of packing (For reference only): <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
9.0	Dispatch
9.1	It is the responsibility of the supplier to ensure that no damage occurs during transit.
10.0	Inspection and Certification
10.1	All tests shall be complied as per the specification for each heat and dimensional reports containing all elements of cl.3.0 to 5.0 shall be furnished for our verification. Despatch clearance will be issued after verification of reports and is mandatory before effecting despatch to BHEL stores.
10.2	The test certificates shall be furnished with the following details legibly in English language only <ul style="list-style-type: none"> 1. BHEL reference <ul style="list-style-type: none"> a) BHEL PO no b) N 10276 plates as per ASTM B575 2. Supplier's reference: <ul style="list-style-type: none"> a) Supplier's name b) Test certificate no c) Specification & grade with applicable year of code d) PO quantity & size e) Melt number



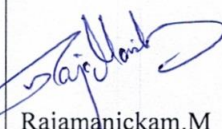
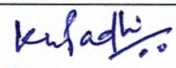

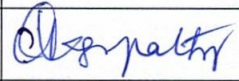
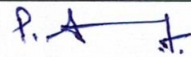
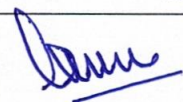
**TECHNICAL DELIVERY CONDITION
FOR
UNS N 10276 SHEET/ PLATE AS PER
ASTM B575 FOR FGD APPLICATION**

DOC No:	TDC: RTS: 006
Effective Date:	20/05/2019
Rev:	00
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	f) Quantity and Weight g) Identification marks h) Process of manufacture 3. Test results: a) Chemistry (melt wise) b) Material test certificates c) Heat treatment Batch no and details d) Mechanical properties e) Dimensional report
11.0	End use
11.1	These are intended for Wet-dry interface zone in Absorber
12.0	Rejection and replacement
12.1	In the event of any sheet/plate proving defective in the course of rolling (forming), machining, testing, assembly or erection, such plates shall be rejected notwithstanding, any previous certification of satisfactory testing and/or inspection.
12.2	The supplier shall undertake to replace the rejected plates/sheets at his own cost and the rejected plates shall be sent back to the supplier after fulfilling the commercial terms and conditions.

RECORD OF REVISIONS

REV. NO	Clause revised	Details of revision	Date
00	--	Original issue	20.05.2019

Prepared by	Reviewed by		Signature	Approved by
	Department	Name and Desig. (Shri/ S)		
 Rajamanickam.M Dy. Mgr/ QA	ENGG (FGD)	Kumuda Ballav Padhi DGM/ EDC- AQCS		 K.C. Gandhi Parimalam DGM / QA
	PURCHASE	V. Ragupathy SM/ Purchase		
	MATERIAL PLANNING	P. Annamalai Sr. Mgr/ MPL		
	QC/Proc.	R. Kesavan DGM/ QC- Proc		
Issued by Quality Assurance				

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sri 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 _____

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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.
- 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/ expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

**RITESH
ANAND**

Digitally signed by RITESH ANAND
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,
ou=ROILER, ou=PLANT, ou=RRMPET,
postalCode=632406, st=TAMIL NADU,
2.5.4.20=elac41fa0c05a31e2a0b2e8b039a6d836806b988
e90547c71b3da6e0159104,
pseudonym=2970A1B2FE91FCDBFC257719E1DA3587002
86C6A,
serialNumber=D354C7206F8678AF329E492F0375C3491
1124E28F7C4D57739E82B722F03F, cn=RITESH ANAND
uDate: 2022.04.01.12.38.00+05'30'

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

***(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case of a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belong to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp_____

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s ----- (Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

Details of location at which local value addition will be made is as follows: _____

We also understand that the false declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General financial rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....