

No. Cap/OT/19-20

Date: 06 July 2019

Subject: Open tender as detailed below:

OPEN TENDER

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.
2. Last date for obtaining tender documents and opening of tenders is indicated against each tender. Tenders will be received up to 1.45 P.M. on opening date and opened on the same day at 2.00 P.M. in the Tender Room.
3. After downloading the tender documents from web site, while submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft / e-payment (in case of foreign bidders only). **EMD in the form of Cheque / Bank Guarantee are not acceptable.**
4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other terms and conditions will be as per tender documents.

Sl. No.	Tender No.	Description of Equipment	Qty. (No.)	Last date to get from BHEL	Opening date
1.	C/6743/2019/0723T 1	Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)	01	26-July-2019`	27-July-2019

- PQR and Technical Specification is enclosed.
- Equipment supplied shall be as per the specification attached.
- In Technical Offer, the requirement of the specification shall be point wise addressed by the bidder, in the space provided.
- PDI is applicable as per the specifications.
- Guarantee certificate is the machine shall be 24 months from the date of final acceptance of the machine at BHEL Haridwar is required.
- Erection & Commissioning (E&C) is required at BHEL works.
- E&C Charges: 5% of equipment cost.
- E&C Period: two months from the date of first call by BHEL for E&C to the vendor.
- Spares are required as per clause no. 6.0 of Technical Specifications.
- Input Tax Credit (ITC) is applicable.

PLEASE NOTE THAT DRWAINGS AND SKETCHES AS REFERRED IN THE TECHNICAL SPECIFICATIONS SHALL BE FURNISH ONLY AFTER SIGNED AND **STAMPED NON-DISCLOSURE DOCUMENT** (Annexure VII) IS RECEIVED FROM THE VENDOR.

DGM (Capital Purchase)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462
PHONE NO: 0091 01334-281147

Enquiry No.: C/6743/2019/0723T 1

Date of issue : 06 July 2019
Due Date : 27-July-2019

M/s.....

Sub: Tender Enquiry No. C/6743/2019/0723T 1

We are pleased to invite your offer in **TWO PARTS (PART-I & PART-II)** strictly as per enclosed terms and conditions and "Instruction to Bidders", in sealed covers for the under mentioned equipment / systems.

Sl. No.	Description of Equipment	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)	01	30.03.2020	Rs. 1,50,000.00

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

NOTE: The vendors should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

EMD (EARNEST MONEY DEPOSIT):

PLEASE SUBMIT DRAFT FOR EMD (drawn in favor of BHEL Hardwar) IN PART- I BID. This Part-I bid shall be opened by BHEL at 2 PM on the due date, in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

- BHEL Bank Details for e-remittances of EMD by bidders:

ACCOUNT HOLDER NAME: BHARAT HEAVY ELECTRICALS LIMITED, HEEP, HARIDWAR
STATE BANK OF INDIA
RANIPUR BRANCH,
OPP: BHEL MAIN GATE,
SECTOR-5, RANIPUR,
HARIDWAR, UTTARAKHAND, INDIA
PIN CODE : 249403

SWIFT NO : SBININBB225
CC ACCOUNT NO : 10667995458
IFSC CODE : SBIN0000586

- After tender opening (Part -I), if it is found that **If the bidder has not submitted the requisite EMD (if applicable) and bidders has claimed to be an MSE vendor but no supporting documents have been submitted in this regards. Both the cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**
- Micro and Small Enterprises (**Registered under Udyog Aadhar Memorandum (UAM) or SSI, NSIC, KHADI BOARD, DIC, etc., however Annual certificate from practicing CA certifying that the investment in plant and machinery of the supplier is within the permissible limit as per ACT to be submitted**) are exempted from the submission of EMD.
- **Central/State-Public Sector Units/ Government Departments are exempted from submission of EMD subject to approval by BHEL Management.**

MSE** Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

****BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.**

- **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items only.**
- EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
- EMD given by all unsuccessful bidders shall be refunded on acceptance of award / LOI/PO by successful bidder.
- EMD given by all unsuccessful vendors shall be refunded after opening of price bid of successful vendors. The EMD of successful vendors who are not L1 shall be returned after award of PO/LOI on L1 vendor. The EMD of L1 vendor shall be returned after submission of order acceptance and Submission of CEBG as per tender condition.
- EMD shall not carry any interest.

KINDLY READ "INSTRUCTION TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTION ARE LIABLE TO BE DISQUALIFIED AND IGNORED

For & ON BEHALF OF BHEL, HARDWAR
DGM (Capital Purchase)

Instruction to Bidders

Clause 1.0 – Tender submission

The tenders have to be submitted in **TWO PARTS (Envelopes)** as described below on or before the due date and time of tender opening:

a) Part-I (Envelope I) : 1. EMD

or

Valid certificate towards exemption of EMD, applicable for Micro and small Enterprises, as mentioned below.

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or Udyog Aadhar Memorandum (UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

2. Pre-Qualifying Requirement (PQR)

3. Techno-Commercial Bid.

b) Part-II (Envelope II) : Price Bid.

Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturers / principal vendors and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agent. (All individuals / companies - representing / Advisor /retainership basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc are Agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

Agents 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.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by FAX / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in the tender. However, in case of e-tender ink signed offer is not required. **Unsigned bids shall be ignored.** The suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable. However, in case of e-tender, vendor should see the tenders of others on the opening date only. Thereafter, the respective window will get closed.

Clause 1.1

The Techno-commercial offer and PQR in envelope - I (Part-I) shall comprise of following:

- i) Point wise reply to all the points mentioned in Pre- Qualifying Requirement specified in the tender.
- ii) Relevant documents as requested in Pre-Qualifying Requirement must be attached.
- iii) Complete Technical offer.
- iv) Catalogue of the Equipment, Complete reference of the past supply of equipment for the same or similar specification giving details of customer with Name of the contact person, Fax no, phone no, E-mail if available.
- v) Acceptance of commercial terms by vendor as per **Annexure I**.
- vi) Deviation with reference to specification to be laid down on separate sheet.
Cost of deviation is to be submitted along with the price bid essentially. In case vendor withdraws the deviation clauses the same will be considered for final evaluation,
- vii) Copy of price Bid (without prices).
- viii) Any additional documents (please specify).

While submitting the offer, following points are to be taken care of by the vendor:

- **Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be ink signed and stamped in each page by authorized representative of the bidder.**
- **In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of ink signed and stamped (in each page) original bid to BHEL.**
- **If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents.**
- **Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.**

Clause 1.2

The Price Bid in envelope - II (Part-II) shall comprise of following:

- i) The price Bid (with price) for the complete scope strictly as specified in the price Format attached as Annexure-II.

If price bid is not submitted along with Part-I bid, the offer will be rejected out rightly.

Note:

If in a price bid, non-conformities /errors /discrepancies are observed between the quoted prices in figures and that in words the following guidelines will be followed:-

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same is to be accepted by the bidder by a target date and in case the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- e) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**

- f) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- g) Foreign Suppliers:
- i) **SEA CONSIGNMENTS:**
Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port.
- ii) **AIR CONSIGNMENTS:**
Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport.
- Further non-availability of ship / flight will not be accepted for rescheduling the delivery or waiver of penalties on account of delayed delivery.
- h) Insurance during transportation shall be taken care of by BHEL.
- i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in The techno-commercial bid.
- j) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.

Clause 2.0 – Tender Opening:

- a) Offer should be complete in all respect (i.e. Part-I & Part-II) as described below:

Part I : Part I bid (Envelope-I) comprising EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid as mentioned above.

Part II: Part II bid (Envelop-II) comprising Price Bid.

- b) The tenders shall be opened in **TWO PARTS (Part-I & Part-II)** as described below:

- Part-I containing EMD (if applicable) or MSE Certificate or Udyog Aadhar Memorandum (UAM) towards exemption of EMD, Pre- Qualifying Requirement (PQR) and Techno-commercial bid will be opened on the date and time specified in the tender cover page, in the presence of those vendors, who wish to attend the tender opening.
- Part II containing Price Bid will be opened on a separate date for those vendors who have qualified in the Part I. The opening date of Part II will be intimated in advance to the vendors qualified in part-I.
- In the event of BHEL calling for supplementary bid, the part-II price Bid along with supplementary priced bid (if necessary) will be opened at a later date of only those bidders who have qualified in the Part I. The opening date of Part II along with supplementary price bid (if necessary) will be intimated in advance to the vendors qualified in part-I.

BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).

Note: After tender opening (Part-I), if it is found that:

- **The bidder has not submitted the requisite EMD (If applicable)**

- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

However, offer of the bidder shall be treated as per the guideline mentioned in the Clause No. 1. (a) 1 above in case the bidder has claimed to be an MSE vendor and submitted requisite MSE documents.

Clause 3.0 – Superscription on envelopes:

The following shall be super scribed on the envelopes:

PART-I

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING.
3. EMD (IF APPLICABLE) OR MSE CERTIFICATE TOWARDS EXEMPTION OF EMD
4. PRE- QUALIFYING REQUIREMENT (PQR)
5. TECHNO-COMMERCIAL BID

PART-II

1. TENDER NO. AND ITEMS DESCRIPTION
2. DUE DATE FOR OPENING OF PART-I
3. PRICE BID

Clause 3.1 :

The part-I & part-II shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

“TENDER FOR (ITEM NAME) AGAINST TENDER NO.----- DUE ON -----
-----CONTAINING PART-I & PART-II OF THIS OFFER.” Vendor’s full name and address should be clearly mentioned on the envelope and shall be addressed to:

To,

Head of Materials Management,
Heavy Electrical Equipment Plant,
BHEL,
Hardwar- 249403

Clause 3.2 :

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 4:

As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Clause No. 5:

The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com

NOTE: PLEASE VISIT OUR SITE WWW.BHELHWR.CO.IN FOR GENERAL INSRUCTIONS AND STANDARD TERMS AND CONDITIONS (GISTC) FOR TENDER ENQUIRIES. ALL THE BIDDERS/VENDORS MUST ENSURE COMPLIANCE OF THESE GISTC. GISTC CAN ALSO BE REFERRED BY LOGIN TO B2B PORTAL FOR VENDORS.

For & on behalf of BHEL, Hardwar.

DGM (Capital Purchase)

BHEL Standard Terms	Vendor's Acceptance
1. Payment terms: A) <u>For indigenous supply :</u> <u>Through Bank</u> 80% of Supply value to be paid against dispatch documents through bank and balance 20% of supply value + E&C charges (all the services provided at BHEL) will be paid after satisfactory erection & Commissioning and submission of PBG of 10% of total PO value in BHEL prescribed format from any consortium bank of BHEL and valid for 30 days beyond warranty period. Note for GST Payment: Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.	
<u>Direct Payment Term:</u> In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor. Note for GST Payment: Payment of GST will be made after submission of signed and stamped GST certificate, enclosed.	
Payment term: B) <u>For Import supply:</u> <u>Direct Payment Term:</u> In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.	

Bank Guarantee and Loading against non-acceptance of BHEL's Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: Base rate of SBI as applicable on the 31st March of preceding year from tender due date + 6% (per annum), of Basic cost of the item.	
2. PBG terms Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format in the currency of order. The PBG confirmation charges shall be borne by vendor. This bank guarantee shall have to be submitted before release of last balance payment. Note : In case of foreign vendors if some indigenous supply is involved then PBG value shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
3. Contract Execution Bank Guarantee (CEBG): Vendor has to submit Contract Execution Bank Guarantee for 10% of the total PO value (Supply Value) in the currency of order within 30 days from the date of purchase order in the form of Bank Guarantee in BHEL format from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by any Indian branch of BHEL consortium bank. CEBG shall be kept valid until 30 days after the date of E&C certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance tests, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with BHEL's extant guidelines for Suspension of Business dealings with Suppliers. Under all circumstances, CEBG shall be kept valid	

till the PBG becomes operational. Note : In case of foreign vendors if some indigenous supply is involved then Contract Execution Bank Guarantee shall be of combined order value (Import order value + indigenous order value in foreign currency) and to be submitted by foreign vendor.	
4. CURRENCY OF PAYMENT: Freely tradable currency like Euro/USD/CHF/GBP/YEN/Rupees etc. For indigenous supply the currency shall be Indian Rupees.	
5. Insurance: Insurance shall be arranged by BHEL only.	
6. CHARGES FOR SERVICES AT BHEL HARIDWAR : Services to be rendered at BHEL Haridwar like commissioning, proving, training to operators, supervising foundation work etc. For Indian Suppliers: It should be quoted in Rupees. For Foreign suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees. These charges are essentially to be indicated separately in price bid. Vendor to confirm BHEL will not provide boarding, lodging, travel cost (Air ticket, local transport etc.) to vendor's representatives visiting BHEL Haridwar for Commissioning Total commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of <u>'ANNEXURE - I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR'</u> above. The estimated percentage of erection & commissioning value is: 5% of equipment cost	
7. TAXES : All statutory taxes, if any, will be deducted at source & to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.	

8. ORDER ACCEPTANCE: Order acceptance (ink-signed) must be submitted within 7 days from the date of PO.	
9. Submission of Bank Guarantee: All bank guarantees like performance bank guarantee should be from any of the Indian branch of Consortium Banks of BHEL or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL (Annexure-III) and the bank guarantees should be in the format as prescribed by BHEL (Annexure-IV). The performance bank guarantee as well as the list of consortium banks is displayed at BHEL web-site www.bhelhwr.co.in however, in case the bank guarantee is not from Indian branch of BHEL consortium banks, then the vendor has to confirm bank guarantee on any Indian branch of consortium bank and all the bank charges are to be borne by the bidder.	
10. Time Period for Supply and Commissioning of equipment: (Bidder should quote time period separately for 'Supply' and 'commissioning' of equipment.) • Earliest Time period (from the date of PO) required by bidder for supply of equipment : _____ Note: Where deliveries quoted by the vendors are not suiting, BHEL may also ignore the offer of the vendor. • Earliest Time period (after the 1st intimation by BHEL to supplier) required by bidder for commissioning of equipment: _____ Note: Time period required for E&C of equipment by vendor is: two month from the date of first call to vendor by BHEL for E&C to vendor.	
11. Late delivery penalty Clause: Penalty on delay in 'Supply' and/or 'commissioning' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'commissioning'. A. For delay in supply: The rate of penalty for delayed Supply shall be @ 0.5% of total PO value per week or part thereof subject to a maximum of 10% of total PO value (Supply + commissioning). B. For delay in commissioning: The rate of penalty for delayed commissioning shall be @ 0.5% of total PO value per week or part thereof subject to a maximum of 10% of total PO value (Supply + commissioning).	

Maximum penalty for delay in Supply and commissioning together shall be limited to 15% of total PO value (Supply + commissioning). In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + commissioning) for the delayed machine. In case any bidder is not accepting the above penalty for delayed Supply and/or commissioning, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. In case, any shortage is noticed viz-a-viz PO requirement in the main equipment /spares, such shortages shall be replenished by supplier on FOR destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and commissioning period quoted by him. For the purpose of penalty for delay commissioning of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. For calculating Late Delivery penalty delivery date shall be considered as per following : 1. Indigenous Suppliers: a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR Transporter Godown:- Date of GR/LR c. Delivery FOR Destination:- Date of receipt at BHEL Hardwar (if supply is direct to BHEL) or date of GR + one week (if documents are through bank) 2. Import Supply: a. Delivery FOB / FCA port of discharge:- Date of BL/AWB b. Delivery C&F / CPT port of destination:- Date of BL/AWB	
12. Delivery basis : - For Import : (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. (B) AIR CONSIGNMENTS: Please quote your rates with both the options: (a) FCA dispatching Airport & (b) CPT Landing Airport. (Sea / Air Freight charges for import items must essentially be quoted and indicated separately in price bid.)	

• For Indigenous : Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
13. Settlement of Disputes: For Indigenous Source: In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.	
14. Settlement of Disputes: For foreign Source: • If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided. • All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator. • The place of arbitration shall be New Delhi. The language of arbitration shall be English. The substantive law applicable to the substance of the dispute shall be the Indian Law.	
15. Drawing / data approval : (If applicable) Any drawing / data approval, if required, from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.	
16. Drawing / design / information use (if applicable): The vendor to confirm that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any other agency and will	

also not be used for manufacturing for any other customer.	
17. Authorization for pre-inspection: BHEL is authorized to pre inspect the material at vendor's works as per the enclosed technical specifications. The material will be dispatched only after getting clearance from BHEL. Vendor should give PDI call at least 2 weeks in advance. For foreign suppliers, PDI call should reach BHEL at least 45 days in advance. If supplier fails to give pre-inspection call with in stipulated time, this will not be a reason of penalty waiver or delivery extension. Travel, Lodging & Boarding charges of BHEL inspectors / trainees during pre-inspection and training will be borne by BHEL.	
18. Attending to any complaint during warranty period : Vendor will have to ensure deputation of their people for attending to any complaint during warranty period within 6 days of intimation. In case of delay BHEL will be within their rights to get the job completed at the risk and cost of the supplier.	
19. Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
20. Import Supply: a. Phyto-sanitary Certificate essential for packages (Wooden) b. Country or origin certificate: Vendor to furnish the country of origin certificate from Chamber of Commerce with dispatch documents.	
21. Validity: Validity of the offer should be 180 days from tender opening date.	
22. Bank Charges: Bank Charges on either side. Or your prices will be loaded suitably	
23. Participation in Reverse Auction: BHEL may decide to process the case through RA (As per Annexure-V attached). Vendors to give their confirmation for participation in Reverse Auction process.	
24. Beneficiary of PO: Please confirm the beneficiary of PO along with the complete address	
25. Foreign Suppliers: Dispatching port & Country to be mentioned essentially	
26. Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	

27. Risk Purchase Clause: In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
28. Force Majeure Clause: a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc. b. The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses. c. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months. d. Evidence for this would be “Force Majeure” certificate issued by chamber of commerce of the concerned country.	
29. War Like Situation: If the war like situation has developed in a country where a vendor's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids dealing with the said vendor or advises for not having any business dealing with vendor located in such zone / region/ country, then BHEL reserves the right not to consider the offer of such a vendor or to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by Indian Embassy.	
30. Details to be furnished by bidder i) Kindly specify the category of your registration under GST like Registered, Unregistered and composite dealer.	
ii) Kindly furnish your GST registration number, State Code and Name of the State of both the agency who	

will raise invoice & from where goods will be dispatched.	
iii) The bidder shall clearly indicate HSN (<i>Harmonised System Nomenclature</i>) / SAC (<i>Service Accounting Code</i>), and its description.	
iv) Kindly furnish the rate of GST applicable on your item against subject tender enquiry	
31. Make in India Clause : For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this Tender Enquiry but before finalization of contract/ PO/ WO against this tender enquiry. (Copy of Order 2017 dated 15.06.2017 & 28.05.2018 are enclosed). 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. Nodal Ministry wherever mentions shall be The Nodal Ministry of Government of India.	
Note 1: Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.	
Note 2: Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	

ANNEXURE – I

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

UNPRICE SCHEDULE**For import supply**

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)		01	
Total Essential Toolings / Consumables (ex-works) (as per clause 5.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) (as per clause 6.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

For indigenous supply

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)		01	
Total Essential Toolings / Consumables (ex-works) (as per clause 5.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) (as per clause 6.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
GST on total supply value (mention applicable rate of GST)			
Total supply cost at BHEL Haridwar =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications. Bidders are advised to mention the applicable GST rate in unpriced bid and to mention quoted in the price section.

PRICE SCHEDULE**For import supply**

Description	Unit Price (in foreign currency)	Total Qty (No.)	Total Price (in foreign currency)
Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)		01	
Total Essential Toolings / Consumables (ex-works) (as per clause 5.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) (as per clause 6.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing & Forwarding charges (FOB / FCA Charges)			
Total FOB (For sea) / FCA (For Air) cost =			
Freight Charges (Sea / Air freight charges essentially to be quoted)			
Total C&F / CPT cost =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

For indigenous supply

Description	Unit Price (in Indian rupees)	Total Qty (No.)	Total Price (in Indian rupees)
Motorized Working Platform for Stator Core Assembly to LSTG (as per enclosed Technical Specifications)		01	
Total Essential Toolings / Consumables (ex-works) (as per clause 5.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Total Spares (ex-works) (as per clause 6.0 of technical Specifications) – item wise price break-up to be indicated against each clause of technical specification.			
Training of BHEL Engineers (as per clause 12.1.1, 12.1.2, 12.1.3 & 12.1.4 of technical specifications) (per week and per person basis)			
Packing charges			
Forwarding charges			
Freight up to BHEL Haridwar stores			
GST on total supply value (mention applicable rate of GST)			
Total supply cost at BHEL Haridwar =			
**Total Erection & commissioning Value including all Services like commissioning, Job proving, performance tests, training to operators etc. at BHEL Haridwar (price break-up to be indicated against corresponding clause 10.0 of technical specification)			
GST on Erection & commissioning charges (mention applicable rate of GST)			

Please attach un-priced copy of your price bid with technical bid. The sequence of price and other details shall be kept same as stated in the specifications.

**** Total Erection & commissioning value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate commissioning values are not mentioned in the offer, value for commissioning portion shall be deemed to be considered as the value indicated in NIT & accordingly supply value will be adjusted from that quoted value and balance will be released as commissioning payment as per clause no. 1 of 'ANNEXURE – I: - ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR 'above.**

The estimated percentage of erection & commissioning value is: 5% of Equipment cost.

NOTE:

- a) Item wise breakup of the prices shall be furnished as per TECH. SPECIFICATION / DISCUSSIONS; ELSE, THE BID IS LIABLE FOR REJECTION. Wherever the prices mentioned are unit prices, it should be clearly specified.
- b) Per day per person rates against each category of training at vendor's work must be mentioned separately in Technical Specification.
- c) Bidder to note that total price indicated above shall be considered for evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions. Optional as indicated in specification will not be taken for evaluation.
- d) Any item not included in this price quoted above and shown separately will not be taken cognizance of and shall be ignored while evaluation.
- e) Following details shall be provided in separate Annexure.
 - i) Unit prices for variable items.
 - ii) Prices for any other OPTIONAL items.
- f) Transit insurance shall be arranged by BHEL.
- g) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- h) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- i) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- j) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- k) Payment of GST will be made after submission of signed and stamped GST certificate, enclosed..
- l) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- m) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- n) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.

- o) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- p) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- q) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.
- r) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.
- s) Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.
- t) **The evaluation of tender shall be on the basis of "Total Landed cost at Destination" including Supply and Commissioning. For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.**
- u) Indigenous suppliers : Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL. Vendor can dispatch good through any Indian Bank Association approved transporters having their branch at Haridwar / destination. For the convenience name and address of transporters approved by IBA and BHEL are posted at website www.bhelhwr.co.in. If any bidder still quotes on other than FOR destination basis, then their offer will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL. Further, non-availability of BHEL approved transporter will not be accepted for rescheduling of delivery or waiver of penalties.
- v) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.
- w) BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required)
- x) BHEL reserves the rights to place order for tendered quantity on more than one vendor
- y) **As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Haridwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**
- z) **The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**

Note:

1. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors and they will be asked to attend techno-commercial discussions on specified dates. The bidders will be given 15 days notice to come prepared with

the required documents/ clarifications. No extension will be given. **The offers of those bidders, who are unable to respond in this time frame, are likely to be ignored.**

2. The vendors found technically acceptable against their original technical offer and subsequent technical discussion BHEL will communicate equivalent scope of supply to the qualified bidders who will be required to submit their supplementary technical bid along with impact in the form of addition and deletion in their price bid in separate sealed envelope. They will also be required to submit copy of un-priced price bid of these impacts in a 3rd sealed envelope duly super-scribed. These will be submitted within 15 days. The technical bid along with un-priced price bid of impact will be opened on the communicated date and no extension in this time will be given.

It is clarified that no correspondence, technical or commercial, other than the above bids is permissible. In case any uncalled for correspondence, technical or commercial, is received, the same will be ignored and entire bid also may be ignored. It is also clarified that no commercial discount will be acceptable.

1. All the bidders whose offers have been accepted by BHEL will be given notice for opening of their original price bid and supplementary impact.

Date :
Signature :
Name :
Designation :
Department :
M/s

* Please check the list of consortium banks on the following web site www.bhelhwr.co.in every time a bank guarantee is executed.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank



WAM-28

Proforma for Bank Guarantee

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division HEEP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement date. ----- Made between ----- and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees----- only).

1. We, _____ (Indicate the name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request _____ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, _____ (indicate the name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____ (indicate the name of the bank) _____

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTIONING

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

(This document to be filled in Duplicate & to be sent back to BHEL Haridwar)

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into the ____th day of _____ (“effective date”), by and between Bharat Heavy Electricals Ltd (“BHEL”), a company incorporated under the Companies Act 1956 having its registered office at BHEL House, Siri Fort, New Delhi- 110 049, having a factory at Heavy Electrical Equipment Plant, Ranipur, Haridwar- 249403 (Uttarakhand), India which expression unless repugnant to the context or meaning hereof shall mean and include its successors & permitted assigns, hereinafter referred to as “BHEL” or “Disclosing Party” and, hereinafter referred to as the “Receiving Party”:

WHEREAS, BHEL, an engineering and manufacturing enterprise in India, has invited bids for Supply, Erection and Commissioning of **Phased Array Ultrasonic Testing System as per enclosed specifications as per tender no. C/6520/2018/4912/T1**; and **WHEREAS**, BHEL is required to disclose certain Technical drawings/information **as referred in document ‘Specification Cum Compliance Certification For Phased Array Ultrasonic Testing System: 1 Number’ of tender no. C/6520/2018/4912/T1**, hereinafter referred to as “Technical Information” to the Receiving Party to enable them to submit their bids; and

WHEREAS, BHEL desires that the said Technical Information disclosed to the Receiving Party should be treated as confidential and not disclosed to any other party in a manner otherwise than what has been provided under this Agreement;

NOW THEREFORE, in consideration of the mutual promises recited herein, the parties agree to the following:

1. **Purpose.** This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Technical Information and the responsibility of the Receiving Party to safeguard and protect such Technical Information.
2. **Limits of Agreement.** This Agreement and the Technical Information transmitted hereunder shall not be construed as:
 - a. creating any obligation on either party to enter into any future contractual relationship of any kind; or
 - b. granting or conferring any express or implied rights -- by license or otherwise -- for any invention or discovery, any patent covering such invention or discovery, or any trade secret or proprietary Technical Information, except as provided herein; or

- c. providing any right to use or sell information or products described in the Technical Information provided under this Agreement; or
- d. creating a partnership, joint venture or other business relationship between the parties; or
- e. altering any obligations, responsibilities, or rights which either party may have under any contract; or
- f. providing for the sharing of profits or losses arising out of the efforts of either or both parties.

3. **Limitations on Use and Disclosure of Technical Information.** Technical Information received by the Receiving Party under this Agreement shall be subject to the following restrictions on use, reproduction and disclosure:

- a. Such Technical Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.
- b. Such Technical Information shall be disclosed only to those persons who are employed by the Receiving Party, contract labor, consultant, or any other temporary, full or part-time labor categories who have a "need to know" in connection with the Purpose stated above.
- c. If the Receiving Party is confronted with legal action to disclose such Technical Information received under this Agreement, the Receiving Party shall promptly notify the Disclosing Party in writing in order to enable the Disclosing Party to seek an appropriate protective order. The Receiving Party shall reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of such Technical Information required to be disclosed be used only for the purposes for which a court issues an order, or for other such purposes required by law.
- d. The Receiving Party may use Technical Information only for the purpose authorized by the Disclosing Party.
- e. Technical Information shall not be copied or reproduced by the Receiving Party without the express written permission of the Disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose for which the Technical Information was given.

4. **Liability for Disclosure.** The Receiving Party shall instruct its employees of their obligations to maintain the confidentiality of Technical Information obtained from the Disclosing Party under this Agreement. In addition, each party shall be responsible for any actions on the part of its respective employees for any improper disclosure of Technical Information, which is disclosed to such employee.

5. **Assignment.** Neither party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other party; provided, assignment may be made to any entity succeeding to the entire

interest of a party's business or the business of the division or group originally responsible for performance hereunder.

6. **Technical Data Protection.** The Receiving Party agrees to protect Technical Information provided by the Disclosing Party to it in accordance with this Agreement.

In the event that the Receiving Party does not protect said Technical Information as required by this Agreement the defaulting party shall be liable to indemnify the Disclosing Party for any direct, indirect or consequential loss or damage suffered due to the breach of this Agreement.

7. **Applicable Law.** This Agreement shall be construed by the laws of India and subject to the exclusive jurisdiction of courts at Haridwar.

8. **Waiver of Breach.** Any waiver by either party of a breach of the terms and conditions of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term and condition hereof.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Technical Information relating to the Purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. **Dispute Resolution.** All disputes, differences and / claims between the Parties under this Agreement shall be settled in an amicable manner in the first instance. In case the Parties fail to arrive at a settlement within sixty (60) days of the matter being referred by the aggrieved Party to the other, such disputes shall be finally settled in accordance with the provisions of The Arbitration and Conciliation Act, 1996 . The arbitrator shall be appointed by the unit head of HEEP, BHEL, Haridwar.

The place of the arbitration shall be Haridwar. The language of the arbitration shall be English. The Arbitrator shall record reasons for the award and the decision of the arbitral shall be final. The award shall be binding upon the Parties and such decision may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed with duplicate original copies by their duly authorized representatives.

BHEL:

Other party:

Signature

Signature

:

:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Certificate by Chartered Accountant on letter head

This is to Certify that M/s, (Hereinafter referred to as 'company') having its registered office atis registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II) dtd:..... Category:..... (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006: Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006: Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs.....Lacs formicro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-
Membership Number-
Seal of Chartered Accountant

Certificate of Goods and Service to be furnished by Supplier with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory
GST No:

**Format for Self Certification under preference to Make in India order
Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

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

We also understand, 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.

Seal and Signature of Supplier

No. 21(2)/2011-Coord.
Government of India
Ministry of Heavy Industry & Public Enterprises
Department of Heavy Industry
Coordination Section

Udyog Bhawan, New Delhi
Dated 06.09.2018

To

CMDs/MDs/CEOs of all CPSEs/ABs under DHI

**Subject: Public Procurement (Preference to Make in India) Order 2017 --
reg.**

Sir,

The undersigned is directed to forward herewith a copy of O.M. No. 33(5)/2017-IPHW dated 14.08.2018 received from Ministry of Electronics and Information Technology on the subject mentioned above for information and necessary action.

Yours faithfully,

Encl. As stated.

(Dinesh Pal Singh)

Under Secretary to the Govt. of India

Tel: 23061045

Copy to:

US (GA)

Forwarded
06/08/18.

dl

33(5)/2017-IPHW
Government of India
Ministry of Electronics and Information Technology
(IPHW Division)

Electronics Niketan, 6, CGO Complex
Lodhi Road, New Delhi – 110003

Dated: 14th August, 2018

OFFICE MEMORANDUM

Subject: Public Procurement (Preference to Make in India) Order 2017

Please refer to the Public Procurement (Preference to Make in India) Order 2017 28.05.2018 issued by the Department of Industrial Policy and Promotion.

2. In furtherance of the aforesaid Order, Ministry of Electronics and Information Technology (MeitY) has notified "Cellular Mobile Phones" vide Notification No. 33(5)/2017-IPHW dated 01.08.2018 (copy enclosed) which is in addition to the following electronic products, that have already been notified vide MeitY Notification No. 33(1)/2017-IPHW dated 14.09.2017:

Desktop PCs, Laptop PCs, Tablet PCs, Dot Matrix Printers, Smart Cards, LED Products Biometric Access Control/ Authentication Devices, Biometric Finger Print Sensors, Biometric Iris Sensors and Servers.

3. It is requested that suitable instructions may kindly be issued to procurement entities, including PSUs/ Statutory bodies/ Autonomous bodies under your administrative control, to give preference in procurement to local manufacturers as per above mentioned Notifications/ Orders.


(Sanjay Kumar Rakesh)
Joint Secretary
Tel.: 24363071

Encl.: As above.

To

As per list enclosed.

SHI
E-59394/2018/R&I
27/8/18

27/8/18
JS (PLA)

DM/S
30/8/18
sol (cdm-II)

USY/PPS/

AP
9.8.18

JS (AK)

JS

1. **Secretary**
Department of Agriculture, Cooperation & Farmers Welfare
Room No 115, First floor, Krishi Bhawan, New Delhi – 110001
2. **Secretary**
Department of Agricultural Research & Education
Ministry of Agriculture
Krishi Bhawan
Dr. Rajendra Prasad road
New Delhi-110001
3. **Secretary (ADF)**
Department of Animal Husbandry, Dairying & Fisheries
Ministry of Agriculture
Krishi Bhawan
Dr. Rajendra Prasad road
New Delhi-110001.
4. **Chairman AEC and Secretary DAE**
Department of Atomic Energy
Anushakti Bhawan
Chatrapathi Shivaji Maharaj Marg
Mumbai-400001
5. **Secretary**
Department of Chemicals and Petrochemicals
Ministry of Chemicals & Fertilisers
A-Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001
6. **Secretary**
Department of Fertilizers
Ministry of Chemicals & Fertilisers
A-Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001
7. **Secretary**
Department of Pharmaceuticals
Ministry of Chemicals & Fertilisers
3rd Floor, B-Wing, Shastri Bhawan
New Delhi-110001.
8. **Secretary**
Ministry of Civil Aviation
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi-110003.
9. **Secretary**
Ministry of Coal
Department of Fertilizers
A-Wing, Shastri Bhawan
Dr. Rajendra Prasad Road, New Delhi-110001.

10. **Secretary**
Department of Commerce
Ministry of Commerce and Industry
Udyog Bhawan
New Delhi-110011.
11. **Secretary**
Department of Industrial Policy and Promotion
Ministry of Commerce and Industry
Udyog Bhawan
New Delhi-110011.
12. **Secretary**
Department of Posts
Ministry of Communications and Information Technology
Dak Bhawan, Sansad Marg
New Delhi-110001.
13. **Secretary**
Department of Telecommunications
Ministry of Communications and Information Technology
Sanchar Bhawan
Rafi Marg
New Delhi-110001.
14. **Secretary (Consumer Affairs)**
Department of Consumer Affairs
Ministry of Consumer Affairs
Krishi Bhawan
New Delhi-110001.
15. **Secretary (F &D)**
Department of Food and Public Distribution
Ministry of Consumer Affairs
Krishi Bhawan
New Delhi-110001.
16. **Secretary**
Ministry of Corporate Affairs
A-Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001.
17. **Secretary**
Ministry of Culture
C-Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001
18. **Secretary**
Ministry of Development of North Eastern Region
Vigyan Bhawan Annexe
Maulana Azad Road
New Delhi-110011

19. **Secretary**
Ministry of Drinking Water Supply and Sanitation
9th Floor, Paryavarn Bhawan Bhawan
CGO Complex, Lodhi Road
New Delhi-110003
20. **Secretary**
Ministry of Earth Sciences
Mahasagar Bhawan, Block-12
CGO Complex, Lodhi Road
New Delhi-110003.
21. **Secretary**
Ministry of Environment, Forests & Climate Change
Paryavarn Bhawan Bhawan
CGO Complex, Lodhi Road
New Delhi-110003.
22. **Secretary (M&ER)**
Ministry of External Affairs
South Block
New Delhi-110011.
23. **Secretary**
Department of Disinvestment
Ministry of Finance
CGO Complex
Blok No. 14, 3rd Floor
New Delhi-110003
24. **Secretary (EA)**
Department of Economic Affairs
Ministry of Finance
North Block
New Delhi-110001.
25. **Finance Secretary & Secretary**
Department of Expenditure
Ministry of Finance
North Block
New Delhi-110001.
26. **Secretary (FS)**
Department of Financial Services
Ministry of Finance
Jeevan Deep Building
Sansad Marg
New Delhi-110001.
27. **Secretary (Revenue)**
Department of Revenue
Ministry of Finance
North Block
New Delhi-110001.

28. **Secretary**
Ministry of Food Processing Industries
Panchsheel Bhawan
August Kranti Marg
New Delhi-110049.
29. **Secretary**
Department of AYUSH
Ministry of Health and Family Welfare
AYUSH Bhawan, B-Block, GPO Complex, INA
New Delhi-110023.
30. **Secretary**
Department of Health and Family Welfare
Ministry of Health and Family Welfare
Nirman Bhawan, C-Wing
New Delhi-110001.
31. **Secretary**
Department of Health Research
Indian Red Cross Society Building,
1, Red Cross Road, New Delhi - 110001
New Delhi-110029.
32. **Secretary**
Department of Heavy Industry
Ministry of Heavy Industries and Public Enterprises
Udyog Bhawan
New Delhi-110011.
33. **Secretary**
Department of Public Enterprises
Ministry of Heavy Industries and Public Enterprises
Block No. 14, CGO Complex
New Delhi-110003.
34. **Home Secretary**
Ministry of Home Affairs
North Block, Central Secretariat
New Delhi-110001.
35. **Secretary**
Department of Inter State Council Secretariat
Ministry of Home Affairs
Vigyan Bhawan Annexe
New Delhi-110011.
36. **Secretary**
Department of Official Language
Ministry of Home Affairs
Lok Nayak Bhawan
B-Wing, Khan Market
New Delhi-110003

37. **Secretary**
Department of Border Management
Ministry of Home Affairs
North Block, Central Secretariat
New Delhi-110001.
38. **Secretary**
Ministry of Housing and Urban Poverty Alleviation
Nirman Bhawan
Maulana Azad Road
New Delhi-110011
39. **Secretary**
Department of Higher Education
Ministry of Human Resource Development
Shastri Bhwan
Dr. Rajendra Prasad Road
New Delhi-110001.
40. **Secretary**
Department of Higher Education
Ministry of Human Resource Development
Shastri Bhwan
Dr. Rajendra Prasad Road
New Delhi-110001.
41. **Secretary**
Ministry of Information and Broadcasting
Shastri Bhawan
New Delhi-110001.
42. **Secretary (L&E)**
Ministry of Labour & Employment
Shram Shakti Bhawan
Rafi Marg
New Delhi-110001.
43. **Secretary (Justice)**
Ministry of Law and Justice
Shastri Bhawan, A-Wing
Dr. Rajendra Prasad Road
New Delhi-110001.
44. **Secretary**
Department of Legal Affairs
Ministry of Law and Justice
Shastri Bhawan, A-Wing
Dr. Rajendra Prasad Road
New Delhi-110001.
45. **Secretary**
Legislative Department
Ministry of Law and Justice
4th Floor, A-Wing Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001.

46. **Secretary**
Ministry of Micro, Small and Medium Enterprises
Udyog Bhawan, Rafi Marg
New Delhi-110011.
47. **Secretary**
Ministry of Mines
Shastri Bhawan, C-Wing
Dr. Rajendra Prasad Road
New Delhi-110001.
48. **Secretary**
Ministry of Minority Affairs
11th Floor, Paryavaran Bhawan
CGO Complex
New Delhi-110003.
49. **Secretary**
Ministry of New and Renewable Energy
Block No. 14, CGO Complex
Lodhi Road
New Delhi-110003.
50. **Secretary**
Ministry of Panchayati Raj
Krishi Bhawan, Dr. Rajendra Prasad Road,
New Delhi-110001.
51. **Secretary**
Ministry of Parliamentary Affairs
Parliament House, Sansad Marg
New Delhi-110001
52. **Secretary**
Department of Personnel & Training
Ministry of Personnel Public Grievances and Pensions
North Block
New Delhi-110001
53. **Secretary**
Department of Administrative Reforms & PG
Ministry of Personnel Public Grievances and Pensions
5th Floor, Sardar Patel Bhavan
New Delhi-110001
54. **Secretary (Pension)**
Department of Pension & Pensioners Welfare
Ministry of Personnel Public Grievances and Pensions
Lok Nayak Bhavan
New Delhi-110001
55. **Secretary**
Ministry of Petroleum and Natural Gas
A-Wing shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001

56. **Secretary**
Ministry of Power
Shram Shakti Bhawan
New Delhi-110001
57. **Secretary, Railway Board**
Ministry of Railways
Rail Bhawan
Rafi Marg
New Delhi-110001
58. **Secretary**
Ministry of Road Transport and Highways
Transport Bhawan
Sansad Marg
New Delhi-110001
59. **Secretary**
Department of Land Resources
Ministry of Rural Development
Krishi Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001
60. **Secretary**
Department of Rural Development
Ministry of Rural Development
Krishi Bhawan
Dr. Rajendra Prasad Road
New Delhi-110001
61. **Secretary**
Department of Biotechnology
Ministry of Science and Technology
Block-2, CGO Complex, Lodhi Road
New Delhi-110003
62. **Secretary**
Department of Scientific & Industrial Research
Ministry of Science and Technology
Technology Bhawan, New Mehruali Road
New Delhi-110016
63. **Secretary**
Ministry of Shipping
Transport Bhawan, Sansad road
New Delhi-110001
64. **Secretary**
Department of Disability
Ministry of Social Justice & Empowerment
Shastri Bhawan, Dr. Rajendra Prasad Road
New Delhi-110001
65. **Secretary**
Department of Space
3rd Floor, Lok Nayak Bhawan, New Delhi.

66. **Secretary**
Ministry of Statistics and Programme Implementation
Sardar Patel Bhawan
Sansad Marg, New Delhi-110001.
67. **Secretary**
Ministry of Steel
Udyog Bhawan, Dr. Maulana Azad Road
New Delhi-110011.
68. **Secretary**
Ministry of Textiles
Udyog Bhawan, Dr. Maulana Azad Road
New Delhi-110011.
69. **Secretary**
Ministry of Tourism
Transport Bhawan, Sansad Marag
New Delhi-110001.
70. **Secretary**
Ministry of Tribal Affairs
Shastri Bhawan, A-Wing
Dr. Rajendra Prasad Road
New Delhi-110001.
71. **Secretary**
Ministry of Urban Development
Nirman Bhawan, C-Wing
Dr. Maulana Azad Road
New Delhi-110011.
72. **Secretary**
Ministry of Water Resources River Development and Ganga Rejuvenation
Shram Shakti Bhawan
New Delhi-110001.
73. **Secretary**
Ministry of Women and Child Development
Shastri Bhawan, A-Wing
Dr. Rajendra Prasad Road
New Delhi-110001.
74. **Secretary**
Department of Sports
Ministry of Skill Development, Entrepreneurship, Youth Affairs & Sports
C-Wing, Shastri Bhawan
Dr. rajendra Prasasd Road
New Delhi-110001.
75. **Secretary**
Department of Youth Affairs
Ministry of Skill Development, Entrepreneurship, Youth Affairs & Sports
C-Wing, Shastri Bhawan
Dr. Rajendra Prasasd Road
New Delhi-110001.

F.No.33(5)/2017-IPHW
Government of India
Ministry of Electronics and Information Technology
(IPHW Division)

Electronics Niketan, New Delhi

Dated: 01st August, 2018

NOTIFICATION

Subject: Public Procurement (Preference to Make in India) Order 2017-Notifying Cellular Mobile Phones in furtherance of the Order

Reference: 1. Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revision vide Order No. P-45021/2/2017-PP(BE-II) dated 28.05.2018

2. Ministry of Electronics and Information Technology Notification No. 33(1)/2017-IPHW dated 14.09.2017

The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department of Industrial Policy and Promotion (DIPP) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revision vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018 to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. In furtherance of the aforesaid Public Procurement (Preference to Make in India) Order 2017, the Ministry of Electronics and Information Technology (MeitY) hereby notifies that preference shall be provided by all procuring entities to domestically manufactured Cellular Mobile Phones as per the aforesaid Order. This Notification is issued to encourage 'Make in India' and all manufacturers of Cellular Mobile Phones (Indian companies as well as foreign companies), would benefit from the Notification, without discrimination. The details are as follows:

3. Cellular Mobile Phones

(A) Definition:

For the purpose of this Notification, a Cellular Mobile Phone (Feature Phone or Smart Phone) shall necessarily consist of a Main Printed Circuit Board (PCB), Battery Pack, Display Unit, Key Pad/ Touch Panel, Charger/ Adapter, Microphone & Receiver, Vibrator Motor/ Ringer and Mechanics.

(B)

Percentage of procurement for which preference to domestically manufactured Cellular Mobile Phones is to be provided (in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) required for the Cellular Mobile Phones to qualify as domestically manufactured
50%	50%

(C) **Criteria for BOM to be classified as domestic:**

The domestic BOM of Cellular Mobile Phones would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

Main inputs in BOM/stages for manufacture of Cellular Mobile Phone	Value addition required for the input to be classified as domestic BOM
1	2
Main PCB*	Domestic assembly and testing from imported/ indigenously manufactured parts and components including Processor and Semiconductor** BOM (i.e the Semiconductor Chips and Modules on Main PCB), and excluding value of bare PCB
Bare PCB	Domestically manufactured from imported/ indigenously manufactured inputs
Battery Pack	Domestic assembly and testing of imported/ indigenously manufactured inputs
Charger/ Adapter	Domestic assembly and testing from imported/ indigenously manufactured inputs
Wired Headset	Domestic assembly and testing from imported/ indigenously manufactured inputs
Mechanics***	Domestic assembly and testing from imported/ indigenously manufactured inputs
Die Cut Parts***	Domestic assembly and testing from imported/ indigenously manufactured inputs
Microphone and Receiver	Domestic assembly and testing from imported/ indigenously manufactured inputs

Main inputs in BOM/stages for manufacture of Cellular Mobile Phone	Value addition required for the input to be classified as domestic BOM
Key Pad	Domestic assembly and testing from imported/ indigenously manufactured inputs
USB Cable	Domestic assembly and testing from imported/ indigenously manufactured inputs
Camera Module	Domestic assembly and testing from imported/ indigenously manufactured inputs
Connectors	Domestic assembly and testing from imported/ indigenously manufactured inputs
Display Unit	Domestic assembly and testing from imported/ indigenously manufactured inputs
Touch Panel/ Cover Glass Assembly	Domestic assembly and testing from imported/ indigenously manufactured inputs
Vibrator Motor/ Ringer	Domestic assembly and testing from imported/ indigenously manufactured inputs
(i) Final Assembly and Testing (ii) Design and Development	(i) Domestically assembled/tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM

** It is essential that the Printed Circuit Board Assembly (PCBA) of the processor/ components on the bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational*

****Refer Annexure*

4. The Notification comes into effect immediately and would be reviewed after 31.03.2019.

5. This Notification shall remain valid till the revised Notification is issued.

6. The Notification shall also be applicable to the Domestically Manufactured Electronic Products (DMEPs) covered in turnkey/ system integration projects. In such cases the preference to DMEPs would be applicable only for the value of notified DMEPs forming part of the turnkey/ system-integration projects and not on the value of whole project.

7. Procedure for calculating local content/ domestic value addition

7.1 Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

- a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.
- b. Ex-Factory Price of product minus profit after tax minus sum of imported BOM used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.
- c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported BOM used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

7.2 Total Bill of Material (Total-BOM) may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

- a. sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).
- b. Ex-Factory Price of product minus profit after tax, minus warranty costs.
- c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

7.3 The percentage of domestic value-addition may be calculated based on information furnished as per the following formula:

$$\text{Percentage of domestic value-addition} = \frac{\text{Dom-BOM}}{\text{Total-BOM}} \times 100$$

It is recommended that each agency assessing should calculate the domestic local content/ value-addition using at least two of the above formula so as to validate the assessments in this regard and ensure that the domestic value addition that is claimed is consistent.

8. Verification of local content/ Domestic Value Addition

- a. The local supplier at the time of tender, bidding or solicitation shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to STQC.
 - d. Any complaint referred to STQC shall be disposed off within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.
 - e. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured electronic products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the GFR along with such other actions as may be permissible under law.
9. MeitY shall be the nodal Ministry to monitor the implementation of the Notification.


(Sanjay Kumar Rakesh)
Joint Secretary to Government of India
Tel.: 24363071

New Delhi, Dated: 01.08.2018

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog
5. Joint Secretary (DIPP), Member-Convener of Standing Committee of Public Procurement Order 2017
6. Comptroller and Auditor General of India
7. AS&FA, Ministry of Electronics and Information Technology
8. Internal Distribution


(Sanjay Kumar Rakesh)

Joint Secretary to Government of India
Tel.: 24363071

Indicative List of Mechanics and Die Cut Parts

A. Mechanics

1. Battery Cover (HS 39209999)
2. Front Cover (HS 39209999)
3. Front Cover (With Zinc Casting) (HS 39209999)
4. Middle Cover (HS 39209999)
5. GSM Antenna/ Antenna of any technology (HS 39209999)
6. Side Key (HS 85389000)
7. Main Lens (HS 39209999)
8. Camera Lens (HS 39209999)
9. Screw (HS 73181500)
10. Mic Rubber Case (HS 40169990)
11. Sensor Rubber Case/ Sealing Gasket including sealing gaskets/ cases from Rubbers like SBR, EPDM, CR, CS, Silicone and all other individual rubbers or combination/ combinations of rubbers (HS 40169990)
 - 11.1 PU Case/ Sealing Gasket (HS 39269091) - Other articles of Polyurethane foam like sealing gaskets/ cases.
 - 11.2 Sealing Gaskets/ Cases from PE, PP, EPS, PC and all other individual polymers or combination/ combinations of polymers (HS 39269099)
12. SIM Socket/ Other Mechanical items (Metal) (HS 73269099)
13. SIM Socket/ Other Mechanical items (Plastic) (HS 39269099)
14. Back Cover (HS 39209999)

B. Die Cut Parts

1. Conductive Cloth (HS 39269099)
2. Heat Dissipation Sticker Battery Cover (HS 39199090)
3. Sticker-Battery Slot (HS 39199090)
4. Protective Film for Main Lens (HS 39199090)
5. Mylar for LCD FPC (HS 39199090)
6. LCD Conductive Foam (HS 39269099)
7. Film-Front Flash (HS 39199090)
8. LCD Foam (HS 39269099)
9. BT Foam (HS 39269099)

21(2)/2011-Coord.
Government of India
Ministry of Heavy Industry and Public Enterprises
Department of Heavy Industry
Coordination Section

Udyog Bhawan, New Delhi
Dated: 19.09.2018

To

- (i). CMD's of all CPSEs.
- (ii). CEO of all Autonomous Bodies.

**Sub: Public Procurement (Preference to Make in India) Order 2017-
Notifying Defence Products in furtherance of the Order. - reg.**

Sir/Madam,

I am directed to forward herewith a copy of letter No. 59011/8/2015-D(HAL-II) dated 27th August, 2018 received from Ministry of Defence on the subject mentioned above for information and necessary action.

Yours faithfully,



(Dinesh Pal Singh)
Under Secretary (Coord)
Ph. - 23061045

Encl. As stated.

Copy to:

All Directors/DSs in DHI

No.59011/8/2015-D(HAL-II)
Government of India
Ministry of Defence
Department of Defence Production

'B' Wing, Sena Bhawan,
New Delhi -110011
Dated: 27th August , 2018

NOTIFICATION

Subject: Public Procurement (Preference to Make in India) Order 2017-Notifying Defence Products in furtherance of the Order

Reference: Department of Industrial Policy & Promotion (DIPP) Notification No.P-45021/2/2017-B.E.-II dated 15.06.2017

The Government has issued Public Procurement (Preference to Make in India) Order 2017 vide the Department of Industrial Policy and Promotion (DIPP) Notification No.P-45021/2/2017-B.E.-II dated 15.06.2017 to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2 In furtherance of the Public Procurement (Preference to Make in India) Order 2017, it is hereby notified that preference shall be provided by all procuring entities to domestically manufactured Defence Items/Products as per the aforesaid Order.

3. The following Defence Products are notified under the Public Procurement (Preference to Make in India) Order 2017:

(A)

Percentage of procurement for which preference to domestically manufactured Defence Products is to be provided (in value terms)	Percentage local content or domestic value addition in terms of Bill of Material (BOM) required for the Defence Products to qualify as domestically manufactured
	As specified in Column No-3

(B) Local Content of Identified items

Sl No.	Major Items identified for increasing the Local/ Indigenous content.	Proposed Percentage of Local Content by DPSUs/OFB as per DPP 2016 guidelines.
1	Sonar Dome (for Surface Ship)	50%
2	SICAD (for Surface Ship)	50%
3	Reduction Gear Box (for Surface Ship)	50%
4	Fire Class Panels & Doors (for Surface Ship)	50%
5	TRACK ASSY (384212950153)	40%
6	MODULATOR (212362440179)	35%
7	FEEDER UNIT (384375150158)	40%
8	Ortho Nitro Toluene(ONT)	50%
9	Roof rear plate (Drg No. 172.02.003)	50%
10	Hull rear lower plate (Drg No. 175.01 .007-5)	50%
11	Hull bottom front plate (Drg No. 172.01.009-15)	50%
12	Middle plate of Hull bottom (Drg No. 172.01.010-8)	50%
13	Rear plate of hull bottom (Drg No. 172.01.011-5)	50%
14	Carbamite	50%
15	Clamp Casting (Drg No. 675-51-14)	50%
16	Housing Casting (Drg No. 675-51-313)	50%
17	Belleville Springs No. 2A46M 109-55	50%

18	Sealing Ring 008-012-25 GCF TM-589C	50%
19	Sealing Ring 012-016-25 GCF TM-589C	50%
20	Sealing Ring 014-018-25 TM-589C	50%
21	Sealing Ring 030-038-46 GCF TM-589C	50%
22	Sealing Ring 038-046-46 GCF TM-589C	50%
23	Sealing Ring 046-048-46 GCF TM-589C	50%
24	Sealing Ring 048-056-46 GCF TM-589C	50%
25	Sealing Ring 060-070-58 GCF TM-589C	50%
26	Sealing Ring 065-075-58 GCF TM-589C	50%
27	Sealing Ring 085-095-58 GCF TM-	50%
28	Sealing Ring 100-110-58 GCF TM-589C	50%
29	Sealing Ring 3-60X40-6, GOST-14896	50%
30	Wire Race Roller Bearing 3054115	50%
31	Power Plant Part No. 1155261	50%
32	Shock Absorber ART No. 5187184	50%

4. The Notification comes into effect immediately and would be reviewed after 31.03.2020.

5. This Notification shall remain valid till the revised Notification is issued.

6. No Defence Product Notification under the Public Procurement (Preference to Make in India) Order 2017 shall have retrospective effect.

7. Procedure for calculating local content/ domestic value addition

7.1 The percentage of the local content shall be calculated as per the definition of Indigenous Content (IC) given in Defence Procurement Procedure (DPP) 2016 which is as follows:

Local Content for an equipment or an item shall be arrived at by excluding from the total cost of that equipment/item the following elements at all stages (tiers) of manufacturing/production/assembly:-

(a) Direct costs (including freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.

(b) Direct and Indirect costs of all services obtained from non-Indian entities/citizens.

(c) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/agreements made by vendors/ sub-vendors.

(d) Taxes, duties, cesses, octroi and any other statutory levies in India of this nature.

8. Verification of local content/ Domestic Value Addition

a. Department of Defence Production (DDP) may constitute a Technical Committee with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis in the case of complaints.

b. Department of Defence Production (DDP) and procuring entities may prescribe fee for the administrative cost of handling such complaints.

c. 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

d. Department of Defence Production (DDP) may issue such clarifications and instructions as may be necessary of the removal of any difficulties arising from implementation of this Order.

e. The other terms and conditions will be as per the Department of Industrial Policy and Promotion (DIPP) Order No P-45021/2/2017-B.E.-II dated 15th June, 2017.

9. DDP shall be the Nodal Ministry to monitor the implementation of the Defence Products Notification.

10. In case of a question whether an item being procured is a defence product to be covered under the Public Procurement (Preference to Make in India) Order 2017, the matter would be referred to the Department of Defence Production (DDP) for clarification.


(Rajib Kumar Sen)

Economic Advisor to Government of India

Tel.: 23793845

New Delhi, Dated: 27th August, 2018

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. Comptroller and Auditor General of India
5. Department of Expenditure
6. Joint Secretary (DIPP), Member-Convener of Standing Committee of Public Procurement Order 2017
7. CGDA, Ministry of Defence
8. NITI Aayog
9. Secretary, DRDO
10. The Chairman & DG, OFB
11. The CMDs of the All DPSUs
12. JS (DIP), JS(Aero), JS(LS), JS(P&C), JS(NS), OSD(PG)
13. Guard File


(Rajib Kumar Sen)

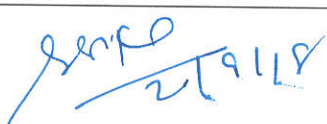
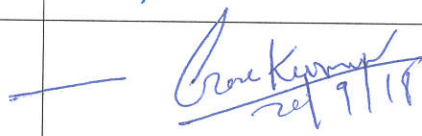
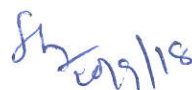
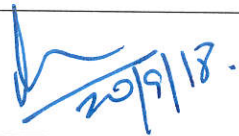
Economic Advisor to Government of India

Tel.: 23793845

OFFICE COPY

Government of India
Department of Heavy Industry

.....

File No: -27(2)/2016-Coord.		
Directors		
1.	Dir(MZH)	 20-9-2018
2.	Dir(RP)	 21/9/18
3.	Dir (VPS)	 21/9/18
4.	Dir (SKS)	 20/9/18
5.	Dir (RKS)	 20/9/18.

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Government of India
Department of Heavy Industry

Deputy Secretary

File No: ~~27~~(2)/2014-Coord.

1.	DS(AK)	mj 2019
2.	DS(PG)	sged 20/9/18
3.	DS(BG)	phg 20/9
4.	DS(VK)	ad 20.9.2018
5.	DS(AMM)	R 20/9/18

REVERSE AUCTION GUIDELINES

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid'.

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1) 2)
4	Cell No. of Contact Person	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the company	1) 2)
9	PAN No.	
10	GST No.	