

NOTICE INVITING TENDER
ITEM ANNEXURE
ITEMS TO BE SUPPLIED IN THIS BID

PR: 100157883

M/s. AERO COAT, Vellore.

Email Enquiry- Single Tender Basis

Bidder to sign and stamp all pages in this document and upload, as an agreement to supply each of below items.

SCOPE OF SUPPLY AS PER BHEL TECHNICAL SPECIFICATION

SL. NO :	Item material code	DESCRIPTION	PRQTY	PR UNIT	DELIVERY PERIOD
1	IM8300000089	Gasket Kit For LPG 7.5	1.000	SET	90 days from placement of PO
2	IM8300000090	Mechanical seal for LPG 7.5	1.000	NO	90 days from placement of PO
3	IM8300000091	Valve assembly LPG 7.5	2.000	NO	90 days from placement of PO
4	IM8300000092	Piston Rings LPG 7.5	2.000	SET	90 days from placement of PO
5	IM8300000093	Piston with pin LPG7.5	2.000	NO	90 days from placement of PO
Note:-					
1. Quantity Tolerance: NIL					
2. Evaluation of offers will be on Total Cost Basis.					
3. Delivery Terms: F.O.R. DESTINATION (Destination: BHEL Stores, Ranipet). Packing, Forwarding, Freight, Insurance charges, E&C charges and all applicable taxes to be included in quoted price.					
4. Annexure-A, BHEL Specification should be submitted duly signed and stamped.					
SDGM/Purchase					

IMPORTANT NOTE

(i) Bid Price: The Bidder has to quote the Price INCLUSIVE of all taxes (GST and other taxes) and all other charges like Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and Insurance.

(Illustration: If a bidder quoted rate for an item as Rs.100.00, basic price will be Rs.84.74 and GST will be Rs.15.25. BHEL will place PO with rate as Rs.84.74 and with GST @18.00% extra.)

(ii) L1 Bidder has to provide Break price for placing BHEL PO.

(iii) Total Value to be only mentioned .

Sign & Stamp of bidder

(By signing this I/We agree to follow all technical documents and drawings applicable for these above items and tender in total)

TDC					
Sl.No.	IM No.	Description	Unit	Qty	Vendor's acceptance / Remarks
1	IM8300000089	Gasket Kit For LPG 7.5	SET	1	
2	IM8300000090	Mechanical seal for LPG 7.5	NO	1	
3	IM8300000091	Valve assmbley LPG 7.5	NO	2	
4	IM8300000092	Piston Rings LPG 7.5	SET	2	
5	IM8300000093	Piston with pin LPG7.5	NO	2	

GST RATE AND HSN CODE

SL		Supplier to mention
1	GST RATE	
2	HSN CODE	

ANNEXURE – “A”**ENQUIRY No: 100159424****COMMERCIAL TERMS AND CONDITIONS**

(To be filled in full and to be submitted along with offer)

SL. NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	PRICE	Firm till completion of order completion.	
02	DELIVERY TERMS	FOR, DESTINATION (BHEL, BAP, Ranipet-Stores) FOR - Destination means is " FOR -BHEL BAP Ranipet Stores (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. If Extra,indicate in %. Unloading at BHEL Ranipet stores would be to the account of BHEL only].	
03	GST	Applicable GST extra on basic price to be indicated by supplier. (IGST/SGST/CGST/UTGST)	
04	MSME STATUS (MICRO/SMALL/MEDIUM)	To be indicated by supplier and relevant UDYAM certificate to be attached along with the bid offer.	
05	PAYMENT	For MSE vendors 100% within 45 days after receipt & acceptance of materials at our end. For NON - MSE vendors "100% within 90 days of receipt and acceptance of materials at our stores". (Please confirm your acceptance for the same. In the event of any deviation in the above payment terms the following loading on your base rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")	
06	DELIVERY PERIOD	90 days from PO receipt date (Including manufacture, inspection, transport etc).	
07	L.D. CLAUSE	Liquidated Damages (LD): The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of contract requirements, in the event that a Supplier does	

		not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above. Date of material receipt at our stores (Day Book date) will be considered as the delivery date as mentioned in Purchase order.	
08	OFFER VALIDITY	Minimum 90 days from the date of Technical bid opening	
09	INSPECTION BEFORE DESPATCH	Will be done at BHEL's Works	
12	MII Content	Please provide MII Local content declaration form	
17	GTC acceptance	Acceptance to our General Terms & Conditions (Annexure B). Pls confirm.	
18	HSN Code of product	To be indicated for each product Min 6 to 8 digits	
19	Name of Organization, Address, email ID, Phone no. etc	To be indicated by supplier	
20	GST registration no	Supplier to indicate GST registration no of firm	
21	MANUFACTURING PLACE & COUNTRY	To be indicated by supplier	

SIGNATURE WITH SEAL

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents (except the listed in Annex 3A) as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid (except those listed in Annex 3A).

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

Note: In case of any deviation, Annex 3A shall be used. Non-submission of either of Annexure 3 or 3A, shall be treated as no deviation.

CERTIFICATE OF TECHNO COMMERCIAL DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **List of Techno commercial Deviation taken during Quote**

Ref: 1) GeM Bid No:,

2) All other pertinent issues till date

We hereby propose/takes the following deviation (negotiable), and

Ref CI No/Location/ Doc	Existing as per tender	Proposed revised

the following deviation (non-negotiable)

Ref CI No/Location/ Doc	Existing as per tender	Proposed revised

We further confirm our unqualified acceptance to all other Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

Note: Non-submission of 3A shall be treated as No deviation.

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Bid Specification No:

I/We, _____ declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

DECLARATION FOR DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
3	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code : _____

Address: _____

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

----- To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii

.

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **8Class-I local supplier9 / 8Class II local supplier9** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Bidders shall submit duly signed and sealed pdf files of the Buyer Added Bid Specific ATC.

Additional Technical Conditions for Purchase orders

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

SL	Terms	Description
1	PQR-Technical / Financial	Shall be as per Tender
2	SCOPE OF SUPPLY	As per Bid
3	<p><u>INSPECTION / INSPECTION & TESTING AT SUPPLIERS WORKS:</u> BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers' works, and/or at BHEL Site. In case of rejection at any stage, Supplier/Vendor shall be liable to replace the materials at his own cost.</p>	
4	<p><u>DELIVERY:</u> 90 days from the date of PO placement . <u>NOTE:</u> a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any delivery extension is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p>	
5	<p><u>TRANSIT INSURANCE: (as per details received in Indent)</u> Transit Insurance of material is in Supplier/Vendor's scope. Supplier/Vendor shall insure the material at their cost for transportation.</p>	
6	<p><u>PAYMENT TERMS:</u> a) FOR NON MSME Bidders, 100% payment shall be released within 90 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. b) FOR MSME Bidders, 100% payment shall be released within 45 days from the date of acknowledged receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. c) FOR MEDIUM ENTERPRISES Bidders, 100% payment shall be released within 60 days upon receipt & acceptance of material at site and submission of billing documents as mentioned in sl. no. 08 below. However, GST will be applicable as per existing GST norms d) NO INTEREST PAYABLE TO CONTRACTOR No interest shall be payable on the security deposit or any other money due to the Contractor".</p>	

7	<p><u>DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL/BILLING DOCUMENTS:</u> The following documents are required to be sent with material dispatch/Billing Documents:</p> <ul style="list-style-type: none"> • Original Tax Invoice (As per Cl. No. 4 above). • Copy of LR. • Warranty Certificate.
8	<p><u>BILL TO/ SHIP TO ADDRESS:</u> Bill to: AGM/ Purchase, INDIRA GANDHI INDUSTRIAL COMPLEX, BOILER AUXILIARIES PLANT, BHEL RANIPET, 632406 Ship to: AGM/ Stores, INDIRA GANDHI INDUSTRIAL COMPLEX, BOILER AUXILIARIES PLANT, BHEL RANIPET, 632406</p>
9	<p><u>GUARANTEE/WARRANTY:</u> -</p>
10	<p>Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Bid / Technical Conditions of Contract (TCC) / GCC
11	<p>NOTE: As per GCC</p> <ol style="list-style-type: none"> 1. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 2.. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
12	<p><u>Enclosure:</u> Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings - may be as part of bid ATC, deviation may be liable for rejection Annexure-11: Declaration for relation in BHEL - Proposed below ATC term shall be – Unless declared as per format, it shall be treated as bidder has no relation with BHEL. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor. Annexure- 12: Declaration reg. minimum local content in line with revised public procurement – As per MII format</p>

Additional Terms and Conditions

1. Bid Price: The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance etc. as specified in tender document.
2. Apply/Select for Make in India Class-1 supplier if eligible.
3. Apply/ select for MSE if eligible.
4. Bidder fulfilling the PQR criteria shall only qualify for this bid.
5. Bidder should upload PQR and technical specification after confirmation with seal & sign.
6. GST invoice: PO No., PO Description, Material code in GST invoice shall be as per BHEL Purchase order, which will be released after order confirmation. The GST invoice in hard copy or digitally signed shall only be accepted for payment by BHEL.
7. As per BHEL circular over conflict of interest among bidders/agent: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: (a) They have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or (c) they have the same legal representative/agent for purposes of this bid; or (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid; or (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, or (g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same / similar line of business.
8. Please submit your most competitive offer (on firm price basis).
9. Fill up sign & submit annexure A&B, Annexure Q, MQP, Udyam reg. Certificate, bidder eligibility, conflict of interest, local content % etc. Along with technical bid
10. If any conflict in GCC and NIT, "NIT-terms will be prevailed"

Confidentiality Notice

All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, if any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in

leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

Material Rejection and Returns

If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).

If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

Set Off clause

In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.

Payment terms

For MSE Vendors – within 45 days (10 days for the PO value less than 1 Lakh) from material receipt and acceptance of material at BHEL Stores For Medium category Vendors- within 60 days (10 days for the PO value less than 1 Lakh) from material receipt and acceptance of material at BHEL Stores. For Non-MSME Vendors – within 90 days (10 days for the PO value less than 1 Lakh) from material receipt and acceptance of material at BHEL Stores.

a) Payment date shall not be based on the date of invoice. Hence, it is advised that bills are to be sent to BHEL/MM/Purchase – Dealing staff immediately (after dispatch) with complete required documents for processing bills. Seniority of payment shall be based on the date of clearing of bills by BHEL after scrutinising documents like Invoice, LR (original), BG, Packinglist, Guarantee Certificate, etc as called for in the BHEL Purchase Order and other documents as per law of land

All Suppliers of BHEL are informed that the facility for online invoice registration and document uploading has been enabled in the SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>). **With effect from 01-October-2025, it shall be mandatory for all Suppliers / Contractors of BHEL to register their invoices to be exclusively through the system along with the requisite documents.**

Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suidha.bhel.in/suidha/>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal.

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

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

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

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N0%201%20dated%2023%20July%202020.pdf>

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

From.

M/s _____

Address: _____

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

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

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

Meaning of beneficial owner

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

Explanation

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

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

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

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

Dated: _____

Authorised Sign and stamp _____

Format for Preventive Measures to Address Conflict of Interest among Bidders/
Agents

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Date: _____

Reference(s):

- (1) BHEL Circular no. 3 of 2025-26, dt 05-06-2025 (AA:SSP:Col)
- (2) DoE Manual for procurement of Goods 2024, Gol

Subject: Declaration against BHEL Tender/ Enquiry/ Bid Number _____
Dated _____ regarding 'conflict of interest' shall be treated as part of tender, which should be signed by the authorized signatory of the bidder.

Treatment in case of case of conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

By signing this this document, The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:

Note: Bidders having a conflict of interest shall not be eligible to participate in the tender process.

Format for declaration as per Public Procurement Policy for MSEs Order, 2012

To be provided on company letterhead

To,
Bipin Ranjan
Manager-Purchase
BAP, BHEL-Ranipet 632 406
(Name and address of Purchase officer)

Date: _____

Subject: Declaration as per Public Procurement Policy for MSEs Order, 2012

Followings are declared herewith

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

UDYAM registration certification Number: _____

UDYAM registration assessment year: _____

Authorized signatory

Note:

1. UDYAM registration shall be attached, failing which declaration shall be treated as null and processed as bidder has not furnished the requirement. Accordingly, offer shall be processed construing that the bidder is not falling under MSE category.
2. Any Bidder falling under MSE category shall furnish the required details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.