



M/s.....

SUB: Open Tender Enquiry No- 287/C/4222/20/2184/J2

Dear Sir/Madam,

We are pleased to invite your offer in **Two Parts** strictly as per enclosed terms and conditions and instruction to bidders, for the under mentioned item.

Tender No.	Sl. No	Item Description	Total Qty. (No)	Delivery Period	Tender Opening date	EMD (in Indian Rupees)
287/C/4222/20/2184/J2	1.	ZZHE20054017 DRG: HXE/SK/2268 REV:00 THERMO HYDRAULIC DESIGN SOFTWARE OF AIR COOLED CONDENSER AS PER SPECIFICATION, HXE/SK/2268	01 No	30.06.21	26.05.2021 (02:00 PM)	1,50,000
	2.	ZZHE20054025 DRG: HXE/SK/2268 REV:00 DESIGN DOCUMENTATION AS PER CLAUSE 6.2 OF BHEL SPECIFICATION HXE/SK/2268	01 No	30.06.21		

**** Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should be submitted on or before the due date by 1.45 PM in the form of hard copy. BHEL will not be responsible for any type of delay / incomplete information from vendors etc. .**

**** All vendors submitting their bids through e-mail may be advised to have following clear subject line:-**

1. Tender Enquiry Reference No. _____
2. Bid Opening Date (Part 1, Techno-commercial) _____

Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 01:45 pm (IST) on the day of bid opening, however if no password is received up to 04.00pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.

NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price unless there is change in specification or terms and conditions or specifically asked by BHEL. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

Kindly arrange for submission of all annexures of enquiry in original duly signed and stamped.

Kindly refer following annexures:-

Annexure	Annexure Title	No. of Pages
Annexure I	Self-Declaration certificate	01 (attachment)
Annexure II	Certification for use of XXXXX software	01 (attachment)
Annexure III	Parameters of thermo hydraulic calculation	01 (attachment)
Annexure- IV	Price schedule	01 (attachment)
Annexure- V	Product purchase specification HXE/SK/2268	03 (attachment)
Annexure VI	Special Terms & Conditions of the Enquiry	4 (Page No 3-6)
Annexure VII	Points to be addressed by vendor	2 (Page No. 7-8)
Annexure VIII	Model Clause / Certificate for Global tender	02 (Page No. 9-10)
Annexure IX	Self-Certification under preference to make in India (For Indian bidder)	01 (Page No. 11)
-----	Pre-Qualification Requirement	01 (attachment)

Kindly read "GISTC FOR FOREIGN / INDIAN BIDDERS" (<https://hwr.bhel.com/bhelweb/Gistc.jsp>) thoroughly. Quotation not in accordance with the above instructions is liable to be disqualified and ignored.

Thanking You,

Yours Faithfully,

For & ON BEHALF OF BHEL, HARIDWAR

Executive

(Purchase-Central)

1. User guide to be provided with the software.
2. No extra fee for installation of software, if required.
3. Any software glitch/defect to be corrected free of cost.
4. Any update of the software shall be provided free of cost during the contract.
5. Training to be provided as per clause 5.2 point (i) of Product purchase specification HXE/SK/2268.
6. Bidder to furnish the price schedule as per clause 6.1 point 7 of Product purchase specification HXE/SK/2268.
7. Optional price for engineering support per man-day to be provided along with the offer.
8. Software to be provided in line with the Product purchase specification HXE/SK/2268.
9. Terms of annual maintenance service to be included in offer.
10. PQR enclosed.
11. Validity of the licence should be for minimum one year.

Tender has to be opened in **TWO PARTS** as described below, on or before the due date and time of tender opening:

- a) Part-I : 1. EMD
2. Pre-Qualifying Requirement (PQR)
3. Techno-Commercial Bid.
- b) Part-II : Price Bid (as per annexure-IV).

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

- If the bidder has not submitted the requisite EMD (if applicable) that case the offer of the bidder shall be straight away rejected and no correspondence from the bidder in this regard shall be entertained.

EMD (EARNEST MONEY DEPOSIT) :

- Intending vendors must remit the requisite EMD (drawn in favor of **BHEL Hardwar**) in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft only while submitting the tender. **Cheque / Bank Guarantee are not acceptable. In case of foreign bidders e-payment may also be accepted as EMD.**
- In case of demand draft, EMD details are to be mentioned in **e-bid** and original demand draft shall be sent to below mentioned address clearly mentioning BHEL RFQ NO / tender no. and item on envelope.
Address for submission of EMD** –

Tender Room, 4th Floor, Main Administration Building, HEEP-BHEL, Haridwar, India-249403.

****Please note that EMD must reach tender room before due date and time of tender (i.e. 01:45 PM) otherwise your offer will be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.**

- **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, UTTRAKHAND, 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 (For Indian Bidder)**
- Micro and Small Enterprises possessing “**Udyam Registration Certificate**” will be exempted from the submission of EMD as per Govt. Guidelines. (For Indian Bidder)
- **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 as per Govt. Guidelines only if they submit along with the offer, “**Udyam Registration Certificate**”, Non submission of said 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 document is found or the requisite documents are not submitted before price bid opening. (For Indian Bidder)

- **BHEL-HEEP registered vendors (i.e. PMD vendor) are exempted for submission of EMD of related PMD items.**
- 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.

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 /retainer ship 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.

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 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".
- f) Transit insurance shall be arranged by BHEL. Price schedule as per annexure-IV.
- g) **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.**
- i. Loading of TDS as applicable (TDS certificate shall be issued by BHEL) to calculate landed Cost at Destination for foreign bidders on price schedule Annexure-IV submitted by bidder.
- ii. Also loading of custom duty (as applicable) in India will be made in case supply is made through CD / Pen drive to calculate landed Cost at Destination for foreign bidders on price schedule Annexure-IV submitted by bidder.
- h) Indigenous suppliers: Vendors to quote rates on FOR destination (BHEL Haridwar) basis. However, the insurance will be arranged by BHEL.
- i) The comparison between foreign and indigenous bids shall be done based on the **Total Landed cost at Destination** basis.
- j) BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor's works (if required).
- k) BHEL reserves the rights to place order for tendered quantity on more than one vendor

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)

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 https://hwr.bhel.com/bhelweb/GISTC_FOR.jsp for general instructions 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.

Make in India preference:

- For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 and 04.06.2020 subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.
- In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
- Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer latest version of GISTC.

- Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 , 29.05.2019 and 04.06.2020 & subsequent Orders issued by the respective Nodal Ministry.

Thanking You,
Yours Faithfully,
For & on behalf of BHEL, Hardwar

Purchase Executive

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

Annexure- VII

Sl No	COMMERCIAL TERMS	VENDOR'S ACCEPTANCE
1	** Validity of the offer: Validity of the offer should be 90 days from the tender opening date.	
2	Delivery Condition: Item (Software) will be considered as delivered after successful installation .	
3	Payment Term: 100% payment will be made after meeting the Delivery condition.	
4	** Delivery Period: Time period for delivery shall be clearly mention in No. of days/ weeks from the date of placement of Purchase Order.	
5	Late Delivery Penalty: 0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.	
6	** Delivery Terms :	
7	**Packing , Freight & Forwarding Charges :	
8	Risk Purchase Clause as per latest BHEL general instructions and standard terms & conditions (GISTC) (https://hwr.bhel.com/bhelweb/Gistc.jsp)	
9	Settlement Of Disputes (THE VENUE OF ARBITRATION SHALL BE HARIDWAR COURTS for Indian bidders and New Delhi, India for foreign bidder, WHICH WILL HAVE EXCLUSIVE JURSDICTION) as per latest BHEL GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) (https://hwr.bhel.com/bhelweb/Gistc.jsp)	
10	Force Majeure Clause as per latest BHEL GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC) (https://hwr.bhel.com/bhelweb/Gistc.jsp)	
11	Confirm the compliance with Annexure-I (Self-Declaration certificate), II (Certification for use of XXXXX software), III (Parameters of thermo hydraulic calculation), IV (Price schedule), V (Product purchase specification, HXE/SK/2268), VI (Special Terms & Conditions of the Enquiry), VII (Points to be addressed by vendor), VIII (Model Clause / Certificate for Global tender, IX (Self-Certification under preference to make in India (For Indian bidder)) and PQR (Pre-Qualification Requirement)which should be submit after stamped and signed by bidder.	
12	Confirm that User guide to be provided with the software.	
13	No extra fee for installation of software, if required.	
14	Any software glitch/defect to be corrected free of cost.	
15	Any update of the software shall be provided free of cost during the contract	
16	Training to be provided as per clause 5.2 point (i) of HXE/SK/2268.	
17	Bidder to furnish the price schedule as per clause 6.1 point 7 of HXE/SK/2268	
18	Optional price for engineering support per man-day to be provided along with the offer.	
19	Software to be provided in line with the specification HXE/SK/2268.	
20	Terms of annual maintenance service to be included in offer	
21	Validity of the license should be for minimum one year	
22	Self-certification under preference to make in india order as per enclosed format is attached.	
23	Terms and condition not specified in tender shall be as per tender enquiry / general terms & condition(GISTC) of latest revision (https://hwr.bhel.com/bhelweb/Gistc.jsp)	
24	PLEASE MENTION THE CONTACT PERSON DETAILS (NAME, CONTACT NUMBER AND EMAIL ID)	

25	** Copy Of Un-Priced Bid: Copy of un-priced Bid to be attached.	
26	** BANK CHARGES: Bank Charges on either side. Or your prices will be loaded suitably	

Model Clause / Certificate to be inserted in tenders etc.

Model clauses for tenders

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under;
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical 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 or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of 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 juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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 through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

Model certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

Format for self-Certification under preference to make in India order (for Indian bidder)

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, 29.05.2019 , 04.06.2020 & subsequent Orders issued by the respective Nodal Ministry , 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