



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR- 249 403 (UTTARAKHAND)
FAX: 0091 01334-226462, PHONE: 0091 01334-285341, 281973
E-MAIL: pkatheria@bhel.in; ppriyanka@bhel.in;

SUB: OPEN E-TENDER ENQUIRY NO. 143/S/6390/22/1179/Y/1

Website : <https://eprocurebhel.co.in/nicgep/app>

Dear Sir/Madam,

We are pleased to invite your offer in **TWO PARTS through E-procurement system** for the under mentioned items.

ITEM DETAILS AS PER ANNEXURE HRC FUSE/2022

- The Offers are invited through our website on e-tender portal <https://eprocurebhel.co.in/nicgep/app> only.
- Quotation received through any other mode will not be considered.
- Technical Specification for these items are attached in Annexure no.-HRC FUSE/2022. Bidder has to comply with the Technical Specification.
- Vendor to quote with make, model number and attach relevant catalogues, technical datasheet with the offer.
- Warranty Certificate required for 12 months from the date of receipt of material at bhel store.
- PQR attached as per Annexure no.- PQR/HRC FUSE/2022.

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**. BHEL will not be responsible for any type of delay / incomplete information from vendors etc. In case of tenders through E-procurement system, bids will be digitally signed.

- The Offers are invited through E-procurement System: <https://eprocurebhel.co.in/nicgep/app>
- Tender can be submitted digitally only (through E-Procurement system only), using Digital signature.

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 BHE. In case of any uncalled revision / discount submitted by vendor subsequently will be ignored & the bid is likely to be rejected.

1. Intending vendors must remit the requisite EMD in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft (**Cheque / Bank Guarantee are not acceptable**).
2. Documents submitted with the offer/bid by the bidder (Original Registered Supplier) shall be signed and stamped in each page by authorized representative of the bidder.

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.

Micro and Small Enterprises are exempted from submission of EMD.

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

The supplier who are already registered in PMD (Product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

“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 valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 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) or vendor has to give Udyog Adhar Memorandum (UAM). 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.” **UAM need not required to be notarized or attested.**

****MSE benefits (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.**

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 Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Security Deposit/ Scope completion.

EMD shall not carry any interest.

In case of demand draft, EMD details are to be mentioned in e-bid and original demand draft in favor of “Dy. Manager, BHEL HEEP Haridwar” shall be sent to below mentioned address clearly mentioning Event ID / RFQ / tender no. and item on envelope:-

**Head of Materials Management,
4th floor, Main Admn. Building
Heavy Electrical Equipment Plant,
BHEL, Hardwar- 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.

Please visit our site hwr.bhel.com for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and 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.

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In

case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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 & 04.06.2020.

QUOTATIONS NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Please read general instructions and standard terms & conditions (GISTC) for tender enquiries. All the bidders / vendors must ensure compliance of these GISTC.

<https://hwr.bhel.com/bhelweb/Gistc.jsp>

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

Purchase Executive

ANNEXURE - I

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
1a	Payment terms:	<p>1. 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.</p> <p>2. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.</p> <p>3. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.</p> <p>4. In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.</p>	
1b	Payment terms (for MSE Vendors):	100% payment within 45 days after receipt and acceptance of material at BHEL Haridwar.	
2	Insurance:	Insurance shall be arranged by BHEL only.	
3	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.	
4	Late delivery penalty Clause:	Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.	
5	Delivery Period:	Mention the delivery period from the date of PO.	
6	Delivery Term :	Delivery must essentially be FOR BHEL Haridwar basis. (Freight charges for indigenous items must essentially be quoted and indicated separately in price bid.)	
7	Packing & forwarding charges:	Packing & Forwarding charges are inclusive or indicated separately .	

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
8	Settlement of Disputes: For foreign Source:	<p>Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.</p> <p>JURISDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.</p>	
9	Settlement of Disputes: For Indigenous Source:	<p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.</p> <p>The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.</p>	
10	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned:	<p>Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.</p>	
11	Validity:	<p>Validity of the offer should be 90 days from the tender opening date.</p>	
12	Beneficiary of PO :	<p>Please confirm the beneficiary of PO along with the complete address</p>	
13	Total weight:	<p>Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)</p>	
14	Risk Purchase Clause:	<p>In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL 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. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.</p>	

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
15	Force Majeure Clause:	<p>Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).</p> <p>In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:</p> <ul style="list-style-type: none"> a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.). b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc. c) Rebellion, revolution, insurrection, civil war etc. d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials. e) Riots, commotions, strike unless restricted to the employees of supplier. f) Acts of terrorism. g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts. h) Cancellation of contract by customer. i) Change in law / government. Regulation making the performance impossible. j) Pandemic or Epidemic. <p>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. Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.</p> <p>The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:</p> <ul style="list-style-type: none"> a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement. b) mitigate the effect of any Force Majeure Event and c) Comply with its obligations under this Agreement. <p>If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers</p>	

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
		located in such zone / region/ country, then BHEL reserves the right to cancel the order.	
16	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.	
17	Rate of GST applicable on Equipment Cost :	GST applicable on Equipment Cost	
18	MSE Status :	<p>"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 valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 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) or vendor has to give Udyog Adhar Memorandum (UAM). 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." UAM need not required to be notarized or attested.</p>	
19	Note - 1:	Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the offer.	
20	WARRANTY	Warranty Certificate required for 12 months from the date of receipt of material at BHEL store	
21	compliance for Technical annexure	<p>Technical Specification for these items are attached in Annexure no.-HRC FUSE/2022. Bidder has to comply with the Technical Specification.</p> <p>Vendor to quote with make, model number and attach relevant catalogues, technical datasheet with the offer.</p> <p>PQR attached as per Annexure no.- PQR/HRC FUSE/2022</p>	

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 on dateas 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