



BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR- 249 403 (UTTARAKHAND)
FAX: 0091 01334-226462, PHONE: 0091 01334-285341, 281673
E-MAIL: pkatheria@bhel.in; kr.naveen@bhel.in;

SUB: OPEN E-TENDER ENQUIRY NO. 9846/S/7169/20/2350E/2

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.

Sl. No.	Description of Item	Qty. (No.)	Delivery Required	EMD (Earnest Money Deposit)
1.	Single phase 10-60 AMP, 230V Pre-paid meter with display unit. Meter should be complete with prepaid Metering System, all related devices, software service and vending system. Complete specification as per attached Annexure.	350	19.03.2021	Rs. 40000/-
2.	Three phase 20-80 AMP, 415V Pre-paid meter with display unit. Meter should be complete with prepaid Metering System, all related devices, software service and vending system. Complete specification as per attached Annexure.	10		

- 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.
- PQR enclosed.
- Annexure (Technical Specification) enclosed.
- Guarantee/Warranty Certificate required for a period of 60 months from the date of receipt of material at BHEL Haridwar store.
- Evaluation will be done on package basis not on individual item basis.
- For three phase meter, it will be 3 phase 4 wire. All other features will be same.
- Routine and type test certificate required at the time of delivery.

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 (having UAM in manufacturing sector or registered under SSI, NSIC, Khadi Board, DIC etc., however Annual Certificate from practicing CA certifying that the investment in Plant & Machinery of the supplier is within the permissible limit as per ACT to be submitted) 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 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 CA certificate (Format enclosed as per Annexure- 3 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 bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

****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.

EMD shall not carry any interest.

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 Event ID / RFQ / tender no. and item on envelope :-

**Head of Materials Management,
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

ACCEPTANCE OF COMMERCIAL TERMS BY VENDOR

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
1a	Payment terms:	100% payment after receipt and acceptance of material at BHEL Haridwar.	
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:	Late delivery penalty will be applicable on delayed delivery @ 0.5% per week or part there of subject to a maximum of 10% of the value of unexecuted portion of the order. For calculating Late Delivery penalty delivery date shall be considered as per following : a. Delivery Ex-works:- Date of GR /LR b. Delivery FOR vendor works:- 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)	
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 .	
7	Guarantee / Warranty Certificate Required for:	60 month from the date of receipt of material at BHEL Haridwar Store.	
8	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.	

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
		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.	
9	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. JURIDICATION: The courts of Haridwar, India, shall have exclusive jurisdiction	
10	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned:	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
11	Validity:	Validity of the offer should be 90 days from the tender opening date.	
12	Beneficiary of PO :	Please confirm the beneficiary of PO along with the complete address	
13	Total weight:	Total weight -- /Gross / Net in Kg, package size essentially should be indicated (if not exact then approximate.)	
14	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 honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	
15	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.	

Sl. No.	BHEL Standard Terms	Detailed description of BHEL standard terms	Vendor Acceptance
		d. Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.	
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	Make in India Clause:	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 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, 29.05.2019 & 04.06.2020 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.	
19	MSE Status :	MSE** Suppliers can avail the intended benefits only if they submit along with the offer, Udyog Aadhar Memorandum (UAM), 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 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). **BENEFITS OF MSEs ARE TO BE GIVEN FOR MANUFACTURING ENTERPRISES ONLY AS PER MSE CIRCULAR DATED 09.02.2017.	
20	Routine and type test certificate :	Routine and type test certificate required at the time of delivery. Please give compliance .	
21	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.	

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

**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 and P-45021/2/2017/-PP (BE-II) dated 04.06.2020 we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum local content (____%) 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
