

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)
HEAVY PLATES AND VESSELS PLANT
PURCHASE DEPARTMENT
VISAKHAPATNAM - 530012
ANDHRA PRADESH(INDIA)

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Contact Ph No :0891-6681309
Fax :
Email :cjpaul@bhel.in
Web : hpvp.bhel.in

Enquiry No (Coll-No)	Enquiry Date	Due Date for Quotation
H012100051	12.03.2021	19.03.2021
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Delivery Date
10	FLOAT CUM BOOST CHARGER 330300001040 Automatic FLOAT CUM BOOST CHARGER along with Battery bank,100AH TYPE : FULL WAVE FULL CONTROLLED TYPE OF BATTERY : MF-VRLA , Input: Three phase Input : 415V AC $\pm 10\%$ (Three Phase, Three/Four Wire) Frequency : 50Hz $\pm 5\%$. Output:Nominal Voltages : 110VDC, Output Current: 25A, With all protections, indications, No .2V of cells: 56 along with structure to mount battery. Technical specification sheet is attached. Vendor to confirm as per the attachment	SET	1.000	1.00	02.04.21

General Note:**SPECIAL TERMS AND CONDITIONS**

CATEGORY OF TENDER: Two-Bid System
Float Cum Booster Charger

SUB: Supply of

TERMS & CONDITIONS:

- 1) Please quote your Price on FOR BHEL HPVP Stores, Visakhapatnam basis.
- 2) Price Evaluation: Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty,

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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**


सी. जोसेफ पॉल / C. JOSEPH PAUL
 वरिष्ठ प्रबंधक (एमपी, सीपीएस, आई अण्ड टी, पी अण्ड टी)
 Sr. Manager (MP, CPS, I&T, P&T)
 बीएचईएल, एचवीपी, विशाखपट्टणम-530012
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loading as per customs notifications, GST after taking out Input Tax Credit as applicable. The Price comparative statement shall be worked out on item wise.

3) The Comparative Statement of the price prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.

4) The lowest price received against the above Tender need not be commercially lowest price & BHEL-HPVP, VSP - 12 reserves the right to NEGOTIATE the same.

5) BHEL-HPVP, reserves the right / option to REFLOAT the Tender if price is not the lowest acceptable price to BHEL-HPVP.

6) Delivery Period: Exact Delivery Period is to be quoted. The acceptable Delivery period shall be within 3 weeks from the date of Purchase Order.

Loading Factor:

The offers which do not confirm to 3 weeks of delivery shall be loaded for the delayed delivery beyond 3 weeks @ 0.5% per week or part thereof on the offered basic value.

7) Payment Terms: 100% Payment for Indigenous vendor will be made within 45 days from the date of receipt and acceptance of material. If the offer is not in line with the same, the following loading criteria will be adopted for evaluation (Offer with Payment Term as Payment against Proforma Invoice is liable to be rejected).

Any deviation in the above payment term will attract loading as mentioned below.

8) Loading Criteria for Payment Terms: Vendor should accept the payment terms specified above. However, for any deviation to the payment terms offered with reference to the above criterion will be loaded with prime lending rate of SBI prevailing on date of opening of Techno-Commercial & Unpriced bid + 6%, which shall be computed for the differential period between BHEL Visakhapatnam terms of payment and the offered basic price.

9) Please submit your quotation in TWO PART BID (PART I- Techno Commercial & Unpriced Bid, PART II - Priced Bid).

The tender completed in all respects shall be submitted through email latest by 14.00 Hrs. (IST) on the due date duly mentioning the tender number, description and date in the subject.

Part-I: Techno-Commercial Bid along with unpriced copy of Price schedule shall be submitted to email id: technicalbid-hpvp@bhel.in duly mentioning the tender number, description and date in the subject.

Part-II: Priced Bid shall be submitted to email id: pricebid-hpvp@bhel.in duly mentioning the tender number, description and date in the subject.

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Sr. Manager (MP, CPS, I&T, P&T)
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BHEL-HPVP is not responsible for any delays in submission of offers. Offers received in any other form will not be accepted. Tenders send through the email ID mentioned above only acceptable.

- 10) Offer validity should be 60 days from tender opening date.
- 11) HPVP- BHEL reserves the right to increase/ decrease the qty.
- 12) Supplier should confirm the acceptance for Part order quantity.
- 13) Inspection of material by BHEL HPVP on receipt of materials at our Stores or by BHEL approved inspection agency & rejected material if any is to be replaced within one week.

14) Bid Opening:

Technical & Un-Priced Bids shall be opened in public on the due date provided sufficient Bidder's offers are received.
Priced bids of qualified bidders shall be opened in Public with prior intimation regarding Date and Time of bid opening.

15) Liquidated Damages: Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. LD shall be reckoned from the contract delivery date given in PO. (In case of LD, applicable GST will also be recovered).

16) Loading Criteria for LD: Any deviation from above LD Clause to the extent for which LD is not agreed by the vendor i.e., differential % value will be loaded on basic price, e.g. If some vendor agrees for say maximum of 4% LD then his price will be loaded by 6% (10 -4) of his quoted basic price.

17) Arbitration: Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be Fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.

18) Jurisdiction: Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated

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Sr. Manager (MP, CPS, I&T, P&T)
विशखपट्टनम, एन्ड्रप्रदेश, भारत-530012
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elsewhere in the country.

19) Rejection Replacement: Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.

20) Risk Purchase: The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

21) Special Provision for Micro and Small Enterprises (MSE) is enclosed at Annexure 1.

i) As per the public procurement policy notified by the Central Government, Micro & small Enterprises (MSE) participating in the tender, quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 20% of Quantity. In case of more than one such MSE, the supply shall be shared proportionately.

ii) 20% of the tendered quantity is earmarked for MSE suppliers in this tender.

iii) Special provision for Micro and Small Enterprises owned by SC or ST:

iv) Out of 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.

iv) 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 as per Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited), Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid) . Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any

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deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

v) All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012.

vi) Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

22) GST Tax Clause:

The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.

The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is

"37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".

No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.

Supplier shall mention their GSTIN registration number (GSTIN) in all their invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no commercial invoice no etc., then the invoice No which is linked/uploaded in GSTN Network shall be clearly indicated), item description as per PO Quantity Rate, Value, applicable taxes with nomenclature (like IGST , SGST , CGST & UTGST) separately, HSN/ SAC Code, etc

All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST

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law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.

23) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the service of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

a) Integrity commitment, performance of the contract and punitive action thereof:

b) Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

c) Commitment by Bidder/ Supplier/ Contractor:

i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

24) Packing: Equipment shall be packed as per the requirements of Roadworthy.

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25) Discrepancy in "Words" & "Figures":

Enclosures:

ANNEXURE I, ANNEXURE-II, ANNEXURE-III,

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ANNEXURE-I (COMMERCIAL TERMS)

DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
PAYMENT	Payment term is 100% payment after 45 days from the date of receipt and acceptance of materials at BHEL-HPVP STORES. Note: Offers with Payment against Proforma Invoice/Advance payment/LC are liable to be rejected.	
DELIVERY PERIOD	Required Delivery shall be within 3 weeks from the date of Purchase Order.	
DELIVERY BASIS	FOR - BHEL VISAKHAPATNAM BASIS	
PACKING & FORWARDING CHARGES	Please confirm whether included or not (if extra Please indicate)	
FREIGHT CHARGES	Please confirm whether included or not (if extra Please indicate)	
TRANSIT INSURANCE	Please confirm whether included or not (if extra Please indicate)	
GST	To be indicated by supplier (Indicate the HSN Code of the material)	_____ %
OFFER VALIDITY	60 days from the date of Technical bid opening.	
PART QUANTITY/ PART ORDER	BHEL, HPVP reserves the right to Reduce/Increase the quantities mentioned in the enquiry. Vendor shall agree to accept Item wise order/ Part Quantity of each item/ Part Order.	
L.D.CLAUSE	Liquidated Damages shall be at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value. LD shall be reckoned from the date of LR/Invoice whichever is later. 1) (In case of LD, applicable GST will also be recovered).	
ARBITRATION	Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by Head of the Unit, BHEL, HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid, shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all the parties to the contract.	
JURISDICTION	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.	
RISK PURCHASE	The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.	
REJECTION REPLACEMENT	Rejected material, if any, after receipt of material at our end, shall be replaced by you immediately free of cost and also on freight paid basis.	
GUARANTEE CERTIFICATE	Vendor should guarantee the material against all design and manufacturing defects and for performance for a period of 18 months from the date of last dispatch or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR BHEL,HPVP, Visakhapatnam / Destination basis within a reasonable time.	
FIRM PRICE	Price should be firm till execution of order.	
VENDOR STATUS (Micro/Small)	a) MICRO / SMALL (To be indicated by vendor and latest copy of supporting documents as mentioned in RFQ shall be furnished along with offer)	
	b) whether owned by SC / ST Entrepreneurs (To be indicated by vendor and latest copy of supporting documents shall be furnished along with offer).	
Commercial Terms & Conditions	Vendor should categorically indicate confirmation of all the points of Commercial Terms & Conditions with signature and stamp at the bottom of each document and submit the same.	

ANNEXURE-III (UNPRICED BID)

Eng. Sl. No.	Item Description	Matl. Code	Qty.	UOM	GST %	HSN CODE	Quoted / Not Quoted
1.00	Float Cum Booster Charger	330300001040	1	set			

Annexure -II

Specification for FLOAT CUM BOOST CHARGER (BHEL HPVP-CODE :330300001040)

- 1. AUTOMATIC FLOAT CUM BOOST CHARGER ALONGWITH BATTERY BANK- 100 AH.**
- 2. TYPE : FULL WAVE FULL CONTROLLED**
- 3. TYPE OF BATTERY : MF-VRLA**
- 4. INPUT : THREE PHASE INPUT : 415V AC $\pm$ 10% (THREE PHASE, THREE/FOUR WIRE)**
- 5. FREQUENCY : 50 HZ $\pm$ 5%**
- 6. OUTPUT :NOMINAL VOLTAGES : 110VDC**
- 7. OUTPUT CURRENT : 25A**
- 8. WITH ALL PROTECTIONS, INDICATIONS, NO.2V OF CELLS:56 ALONGWITH STRUCTURE TO MOUNT BATTERY**
- 9. MAIN TECHNICAL SPECIFICATION ATTACHED IN SEPARATE ATTACHMENT. (ANNEXURE-A)**
- 10. Pre-Qualification Criteria (PQC)**
 - i. Supplier shall be manufacturer or authorised dealer/channel partner and produce the certificate confirming the same.**
 - ii. Vendor should have supplied FCBC to any company/Organisation during last 7 years. Order copy and commissioning report from the customer should be submitted along with the offer.**
 - iii. Technical catalogue and user manual to be submitted with technical offer.**

Signature of Vendor