



# Bharat Heavy Electricals Ltd.

Valves Purchase  
Trichy - 620014. India

## **BHEL Enquiry: RC-SAC-008**

| Sl No                 | <b><u>BHEL COMMERCIAL TERMS AND CONDITIONS for INDIGENOUS SUPPLIES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Vendor's Confirmation                 |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------|---------------------------------------|-----------|--------|----------|------------|--------|----------|-------------|----------|----------|--------|-------------------------|----------|--|
| 1                     | <b>Rate Contract:</b><br>This is an enquiry for the finalization of a Rate Contract (RC) for a period as mentioned in 'Validity of offer' below The quantities mentioned in the enquiry are indicative for the entire RC period. Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.                                                                                                                                                                                                                                                                                                                                                     |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 2                     | Quotation no. and Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 3                     | Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 4                     | The offer has to be submitted as a <b>Two-part bid</b> (Techno-commercial & Price bid)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 5                     | The tender will be finalized on item wise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 6                     | <b>Terms of Payment:</b><br><u>Indigenous Supplier (Non-MSE):</u> 100% direct EFT Payment after 60 days from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement.<br><u>Indigenous Supplier (MSE):</u> Payment will be as per MSMED Act, 2006                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 7                     | <b>Delivery Terms:</b><br>Prices shall be quoted on "FIRM PRICE" basis only.<br>For BHEL, TRICHY the quoted prices should be only on FOR BHEL TRICHY basis inclusive of Packing & Forwarding charges if any.<br>For BHEL, Goindwal the quoted prices should be only on FOR BHEL GOINDWAL basis inclusive of Packing & Forwarding charges if any.                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 8                     | <b>Validity of offer</b> Prices should be valid for 18 months from the date of finalization of the rate contract or 21 months from the date of part-1 bid opening, whichever is earlier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 9                     | <b>Delivery period</b> should as follows <table border="1"> <thead> <tr> <th>Torque Range (In Kgm)</th><th>Sino. (pricebid annexure)</th><th>Delivery Period (From the date of PO)</th></tr> </thead> <tbody> <tr> <td>11 to 100</td><td>1 to 5</td><td>10 weeks</td></tr> <tr> <td>150 to 400</td><td>6 to 9</td><td>12 weeks</td></tr> <tr> <td>600 to 1600</td><td>10 to 13</td><td>14 weeks</td></tr> <tr> <td>Spares</td><td>For above all (1 to 13)</td><td>10 weeks</td></tr> </tbody> </table> If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay subject to a maximum of <b>2%</b> . Any other delivery period after loading to maximum will be rejected. | Torque Range (In Kgm)                 | Sino. (pricebid annexure) | Delivery Period (From the date of PO) | 11 to 100 | 1 to 5 | 10 weeks | 150 to 400 | 6 to 9 | 12 weeks | 600 to 1600 | 10 to 13 | 14 weeks | Spares | For above all (1 to 13) | 10 weeks |  |
| Torque Range (In Kgm) | Sino. (pricebid annexure)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Delivery Period (From the date of PO) |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 11 to 100             | 1 to 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10 weeks                              |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 150 to 400            | 6 to 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 12 weeks                              |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 600 to 1600           | 10 to 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 14 weeks                              |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| Spares                | For above all (1 to 13)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10 weeks                              |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 10                    | <b>Liquidated damages :</b> LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 11                    | <b>Insurance by :</b> supplier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 12                    | <b>Following Risk Purchase: Risk</b> purchase penalties as per clause 5 of general terms and conditions is applicable for this enquiry. Non acceptance to risk purchase clause the offer is liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 13                    | <b>Guarantee Clause:</b><br>The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 14                    | <b>Counter-offering</b><br>Counter-offer is applicable for this enquiry. The contract will be finalized with maximum 3 vendors for a line item. The manner of splitting will be as per Table mentioned below                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 15                    | <b>Integrity Pact</b><br>The IP duly signed by authorized signatory has to be sent along with part-1 bid of the offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |
| 16                    | The vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals as called for in the Technical Specifications at no extra cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                           |                                       |           |        |          |            |        |          |             |          |          |        |                         |          |  |

**NOTE:-**

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your specific acceptances to BHEL Payment terms, LD and Risk Purchase Clause are essential for consideration of your offer. Other wise your offer is liable for rejection.

| Counter-offering split ratio      |             |          |
|-----------------------------------|-------------|----------|
| Condition                         | Split Ratio |          |
| In case of 3 eligible Vendors     | L1: L2: L3  | 50:30:20 |
| In case of 2 eligible Vendors     | L1: L2      | 60:40    |
| In case of only 1 eligible Vendor | L1          | 100      |

**Signature & Office Seal of the vendor**