

# Additional Terms and Conditions (Rev 1)

Item: TRACTION PANELS (3 Types) – RATE CONTRACT

RFQ No.: REDM000071

1. This Tender is for entering into a Rate contract for the following items, which shall remain valid for a period of one year from the date of issue of Rate Contract.

| Sl. No. | BHEL Material Code | Description                                     | Quantity in Nos |
|---------|--------------------|-------------------------------------------------|-----------------|
| 1       | TI0668105200       | Traction Converter Empty Shell Assy. non bolted | 500 nos         |
| 2       | TI0668105226       | Aux-1 Panel Non-Bolted Empty Shell              | 250 nos         |
| 3       | TI0668105218       | Aux-2 Panel Non-Bolted Empty Shell              | 250 nos         |

2. Separate offer in English language addressed to the Purchase Executive shall be made for this RFQ in three parts as detailed below:

- a. **“Pre-Qualification Bid (Part I Bid)”** : Documents related to PQC to be ~~placed in a sealed cover super scribed with RFQ No., Due Date and “Pre-Qualification Bid (Part I Bid)”~~ uploaded in <https://bhel.abcpurchase.com>.
- b. **“Techno-commercial Bid (Part II Bid)”**: Techno-commercial bid to be ~~placed in a separate sealed envelope super scribed with RFQ No, Due date & “Techno-commercial Bid (Part II Bid)”~~ uploaded in <https://bhel.abcpurchase.com>. This bid should contain all commercial terms i.e. delivery terms, payment terms, applicable taxes / duties etc.
- c. **“Price Bid (Part III Bid)”** : Price of the offered item to be ~~placed in a separate sealed envelope super scribed with RFQ No, Due date and “Price Bid (Part III Bid)”~~ uploaded in <https://bhel.abcpurchase.com>.

3. All the three ~~sealed envelopes shall be placed in another sealed envelope super scribed with RFQ No & Due date~~ uploaded in <https://bhel.abcpurchase.com>.

- a. First pre-qualification bid (part I) will be opened on due date.
- b. The techno-commercial bids (Part II) of PQC qualified bidders only will be opened with due intimation.
- c. The price bids (Part III) / Reverse Auction of Techno-commercial qualified bidders will be opened with due intimation

4. During evaluation Item Wise Lowest Bidder will be considered for three items.

5. Quantity indicated in the RFQ is tentative based on BHEL’s projected requirement over the next one year. Purchase orders shall be placed as and when actual requirements arise during the tenure of this rate contract.

6. Rates and other terms and conditions agreed upon shall remain firm till the completion of tenure of rate contract or till completion of supplies against purchase orders placed under rate contract, whichever is later.

7. Quantity distribution shall be applicable for all three items in the following manner: L1 will be decided by considering total cost to BHEL and
- a. L1 bidder shall be awarded 40 % of tender quantity.
  - b. L2 bidder shall be offered 30% of tender quantity.
  - c. L3 bidder shall be offered 20 % of tender quantity.
  - d. L4 bidder shall be offered 10 % of tender quantity.

NOTE: 30 % quantity shall be offered to L2 bidder at L1 unit rate. If L2 bidder doesn't agree, same quantity shall be offered to L3 bidder and so on to next rank bidders. Any residual quantity available will be split between bidders who have agreed to L1 price in including L1 bidder in the ratio of their original standing.

8. If none of the other bidders agree to supply panels at L1 unit rate, BHEL may consider offering entire quantity to L1 bidder.

9. **DELIVERY SCHEDULE:**

- a. After 10 weeks from the date of purchase order, bidder to supply each type of panel at the rate of 10 % of allocation quantity (based on ranking, L1, L2, L3 & L4 given above) per Month.
- b. **The offers of the bidders, who is not meeting the above delivery condition will liable for rejection on delivery grounds.**
- c. **BHEL reserves right to divert the undelivered quantity if any, to other successfully delivering bidder, if the supplies are not meeting the delivery schedule.**
- d. **After final inspection and despatch clearance from BHEL, the panels should be delivered at BHEL EDN Stores within 10 days. If panels are not received within 10 days, the penalty will be applicable for the days beyond 10 days as per penalty clause.**

10. Penalty of 0.5% per week at the basic price of the material for undelivered quantity of supply portion, subject to a maximum of 10%.
11. PO shall be placed from time to time depending on actual requirement of BHEL during the tenure of the rate contract.
12. Validity of the offer shall be for 90 days from the date of Tender Opening.
13. In the event of not accepting for Rate contract, your offer will be liable for rejection.
14. Integrity Pact is to be signed and submitted along with offer.
15. Reverse Auction Clause: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

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