

Annexure-II:**Enquiry E4363029**

BHEL wishes to enter into Rate Contract / Framework Agreement for supply of “ **TOP CONTACT ASSY** ”. Rate Contract Agreement will be valid for a period of **18 months** for ordering from the date of Rate Contract finalization. The total requirement for the period is as given in enquiry copy separately. Same need to be supplied against Purchase Orders issued to supplier(s) time to time during the rate contract period.

Instructions for supplier(s) :

- 1) Quotations are invited in TWO PART BID only. Price bid(s) shall be opened only of PQC (Pre-Qualification Criteria) qualified and-Techno-Commercially acceptable bidders. Quotation received in SINGLE BID will normally be rejected and will be considered only if the bid is PQC qualified & techno-commercially acceptable without seeking any clarifications from the bidder.
- 2) BHEL prefer the information to be furnished exactly in this format which will help to minimize repetitive clarifications / confirmations.
- 3) Ensure to sign and affix seal on each page of this annexure and submit along with your Techno-commercial bid.
- 4) However, if any of the terms of clause is not covered in this Annexure, same may be indicated separately in your techno-commercial bid.
- 5) Acceptance of all the following terms & conditions is required in your offer. The same is to be signed by bidder(s) and submitted along with offer.

Commercial Terms & Conditions

S.No	BHEL's Parameter	Complied/ Not complied
1	Terms of delivery: FOR CRX, BHEL Bhopal i.e. Door delivery. Freight & insurance in supplier's A/c and inclusive in quoted rate.	Yes
2	a)GST Extra as applicable:	
	b)HSN codes are mandatory for each item quoted	
3	Packing & forwarding charges: To be quoted in % of Basic price / If not indicated then NIL.	Nil , if not mentioned
4	Delivery Schedule: Desired delivery shall be within 2 months from issue of PO against RC.	
5	Monthly Capacity: Monthly requirement may go up to 7% of FA quantity (individually for all items). Kindly confirm the same, else indicate your monthly capacity.	Yes
6	Validity of offer: 120 days from the date of tender opening.	Yes
7	Quantity indicated in enquiry is tentative & PO will be placed item wise after receipt of customer PO.	Yes
8	Prices quoted shall have PVC clause : 1) PVC Formula: $P = Po + F (X - Xo)$ where P = Final Rate to be paid at the time of supply Po = Rate mentioned in Purchase Order F = PVC factor as mentioned in description of Item in Enquiry/ Purchase Order. X = As per S. No. 4 mentioned below. Xo = Base Rate of raw material/s as mentioned in Enquiry/ Purchase Order. 2) Agency for rates of raw material shall be as mentioned below: a) Copper: Copper Rate [Total value (A)] declared in 1st fortnight BME circular of the month of delivery. BME circular mentioned above refers to the circular issued by Bombay Metal Exchange for copper billets. b) Silver: Silver 999 (AM price) per kg rate published by IBJA (Indian Bullion and Jewelers Association) c) Steel: JPC rate as per item description d) Aluminum: NALCO grades as per item description 3) Rates prevailing on the first calendar day of the month of scheduled delivery or actual delivery in BHEL (whichever is lower) shall be used for PVC calculation. 4) In case of early delivery on BHEL request, rates prevailing on the first calendar day of the month of actual delivery shall be used for PVC calculation. 5) In case first calendar day of month happens to be Sunday, holiday or rates are not available due to any reason, rates prevailing on previous day shall be considered for PVC calculation. 6) If item contains more than one metal/ raw material (if mentioned in item description in bid), PVC formula shall be $P = Po + \{F (X - Xo)\}$ (for copper) + $F (X - Xo)$ (for silver) + $F (X - Xo)$ (for Aluminium) and so on Item#01-COPPER PVC Factor 1:0.215 With BME COPPER Billet Price Rs.1337.266/KG Item#02-COPPER PVC Factor 1:0.186 With BME COPPER Billet Price Rs.1337.266/KG	Yes
9	Payment Term:- 100% payment in 90 days of receipt (45 days for Micro & Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL..	Yes
10	For vendor covered under MSE If yes, for MSE suppliers (manufacturers only), a copy UDYAM certificate is required)	Yes
11	Evaluation of tender: Item wise L1 basis	Yes

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11a	Splitting of quantity: Splitting of quantity in ratio of 60:40 with L1 rate (RC will be splitted among , two parties in the ratio of 60:40 (provided more than two accepted offers) for each item. L2, L3 --- bidders will be counter offered with rate of L1 bidder, if rejected then next rank bidder will be counter offered subsequently for splitting of order. In case none of the vendors from L2 to H1, accepts the counter offer rate(s), then the entire quantity shall be contracted with the L1 bidder	Yes
12	Penalty Clause: Please accept BHEL's standard penalty clause "An unconditional penalty of half percent (0.5%) of the price of the goods in arrears per week subject to a maximum of 10% of the order value"	Yes
13	With Reference to Government of India Guidelines of Preference to Make in India Order Dated 04 June 2020, Please Inform Your Status as Class (either as Class I or Class II) of Supplier for This Item. [Class I-Local Supplier Has Local Content Is Equal To Or More Than 50 % & Class II-Local Supplier Has Local Content More Than 20 % But Less Than 50 %].	
14	Price Impact clause due to variation in quantity (i) BHEL shall not consider any kind of price impact offered by bidder on overall package price quoted by them due to change in quantity of any of the items of the enquiry. (ii) In case there is increase in quantity of any of the items of the enquiry, bidder is allowed to offer percentage discount w.r.t the unit rate quoted by bidder against those item(s) only. BHEL shall evaluate bidder's package price for the enquiry based on discounted unit rate or original quoted rate whichever is lower. (iii) In case there is decrease in quantity of any of the items of the enquiry before price bid opening, BHEL shall consider the unit rate quoted by bidder against those item(s) only for evaluation of bidder's package price for the enquiry.	Yes
15	Reverse Auction : BHEL shall be resorting to Reverse Auction (as per RA Guidelines as available on www.bhel.com) for this tender. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. The techno-commercially qualified H-1 will not be allowed to participate in RA. In case more than one H-1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system. However, H-1 will be allowed to participate in RA in the following cases: a) If number of techno-commercially qualified bidders are only 2 or 3. b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1 . c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder. d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.	Noted
1	Packing Instruction: Utmost care must be exercised in packing and transporting the finished material, PO NO / Gross weight / Net weight should be mentioned in bold letters, on each case / Box. Packing list shall be furnished along with each consignment.	Yes
17	Basis for deciding lowest (L1) offer: - Only offers meeting the terms and conditions of the enquiry will be considered. - All the offers shall be compared for total cost to BHEL stores. - In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision in such situations shall be final and binding. - Offers having deviations to the terms and conditions will be suitably loaded or liable to be rejected.	Yes
18	Guarantee/Warranty requirements : 12 Month free replacement	Yes
19	Contact person & Contact number (Mobile & Landline)	
20	Email ID of contact person	
21	It is not necessary that PO will be placed for all the items. PO will be placed for items only for which customer requirement exists.	Yes
22	PO No. & Material code may be mentioned on packing box else material may be rejected by store.	Yes
23	In addition to above, BHEL Bhopal's General terms & conditions BP200102C from a part of tender. A copy of same can be downloaded / seen from https://bpl.bhel.com/mm/asc_docs/BP_200102.pdf or ON https://www.bhel.com/sites/default/files	Yes
24	Any deviations to above T&C will not be accepted, is so your offer will be suitably loaded before evaluation.	Yes
25	Above conditions supersede any T&C quoted by vendor against subject enquiry.	Yes
26	Following Documents are required for evaluation along with offer:- i. Compliance to technical specification. ii. Documents mentioned in PQC. iii. Catalogues of items quoted, if any iv. Compliance of Commercial T&C ; Annexure-II v. Compliance of GTC BP200102C vi. Make in India Declaration (as per format attached) vii. MSE (UDYAM) Certificate, if applicable viii. Integrity Pack with seal and signed.	

***NOTE:** For supply orders placed on Indian Suppliers: Irrespective of invoice value, you must upload dispatch and invoice details on the BHEL SUVIDHA portal (suvidha.bhel.in) prior to dispatch. All documents listed in the PO checklist, along with additional supporting documents, must be uploaded on the portal.

You are requested to furnish the details of the TReDS platform(s) on which your firm is registered so that the necessary updation can be made in the BHEL SDC database for payment processing through the Suvidha Portal.

Kindly send your reply to SDC.BPL@BHEL.IN

Please submit offer in line with above terms and conditions otherwise offer may be rejected

Bidder's seal & Sign

Information to be furnished by Vendor

BHEL Enquiry No.	
Item Description	
Quotation No. and Quotation Date	

DESCRIPTION	Vendor's Response
Vendor's Name	
Contact Person	
E mail ID	
Mobile No.	
With reference to Government of India guidelines of preference to Make in India, please inform % of local content (Indian) in this item. (Minimum local content should be 50% to avail PPPMII benefit). Please upload certificate for Make In India compliance.	
Please furnish the name of location in India where the value addition has been done	
Offer is being submitted against this enquiry as (Manufacturer/ Agent/ Trader)	
If offer is being submitted as Agent/ Trader, please fill the name of OEM.	
If offer is being submitted as Agent/ Trader, please enclose the valid authorization letter for the enquiry.	

Declaration (to be given by Bidder)**Bid No.:****Item Desc.:**

1. Our MSE category :- OR NA
Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/
Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

(If the bidder does not furnish the above details in the tender, offer shall be processed construing that the bidder is not falling under MSE category)

(Vendor's Seal & Sign)

Conflict of Interest:**Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;*
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;*
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.*
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.*

*The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.***

SEAL AND SIGNED

Format for MII (make in India Declaration)

Letter Head

Ref. No.....**1**.....Date-**1**.....

To,

Bharat Heavy Electricals Limited

Piplani, Bhopal-462022

Subject: - Certification regarding Local ContentReference: BHEL Tender Enquiry No**2**..... (GeM Bid no.**2**.....)Name of items :**3**.....

Dear Sir/Madam,

We hereby certify that the quoted items offered by us against above Enquiry No. is having local content of**4**.....% .

Further, to certify that the local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 and we qualify as **Class –.....** (Class-I/ CLASS-II/Non-Local supplier-fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at **5**.....
..... (Bidder's / OEM's Manufacturing works)

We confirm that there is no locally sourced Imported items for above Enquiry no.

- The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
- We confirm Repackaging/ Refurbishment/ Rebranding of imported products has not been considered for calculation of local content or Domestic Value Addition (DVA) for current tender.
- The license fees/royalties paid/ technical charges paid out of India has been excluded from local content calculation.
- For contracts involving supply of multiple items, weighted average of all items has been taken while calculating the local content.
- We understand, for this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 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.
- We also understand, false declaration will be in breach of Code of Integrity under the rule 175(1)(i)(h) of the General finance rules for which the bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under the law.
- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Yours very truly

Seal & Sign