

Annexure-I: Commercial Terms & Conditions against Enquiry E4503077

Name of Supplier: - Vendor Code: -.....

We wish to enter into Rate Contract Agreement for supply of **"JAW TYPE ISOLATING CONTACT ASSEMBLY: (2 TYPES)"**. Rate Contract Agreement will be for **24 months** for placement of orders from the date of rate contract approval. The total requirement for the period is as given in enquiry. The same need to be supplied against Purchase orders issued to supplier, time to time during contract period.

Instruction for supplier:

Quotation shall be submitted in **TWO PART** through E-Procurement route. Offers of only techno-commercially qualified vendors will be considered for price bid opening/ Reverse Auction.

- 1) BHEL prefer the information to be furnished exactly in this format which will help to minimize repetitive clarifications / confirmations.
- 2) Ensure to sign and affix seal on each page of this annexure and submit along with your Techno-commercial bid.
- 3) Acceptance of all the following terms & conditions is required in your offer.

Sr.No.	BHEL's Parameter	Bidder's comments
1.	Monthly Capacity: Monthly requirement of BHEL for each item can go up to 150 Nos. individually . Kindly confirm, else indicate your monthly capacity.	
2.	Delivery Schedule: Delivery schedule desired by BHEL is maximum 8 WEEKS from the date of PO . Kindly confirm, Else indicate your lead time to deliver quantity equal to your monthly capacity (up to CRX-BHEL Bhopal).	
3.	Quantity Split: a) RC will be finalized with two suppliers in 65:35 ratios (if minimum 3 techno-commercially suitable offers are received). b) L1 HESG equivalent rate will be counter offered to L2/L3/L4 bidder up to H1, one by one and in order from lowest to highest bidder, for balance 35% quantity, and RC will be finalized if acceptance is received. c) If none of L2/L3/L4 up to H1 bidder accepts our counter offer rate, then 100% quantity will be contracted with L1 bidder. d) BHEL may consider awarding part of quantities to L2 bidder at L1 counter offered rates, if the monthly capacity offered by L1 is less than 65% of our monthly requirement.	
4. (a)	After award of Rate Contract, if two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that i) prescribed maximum LD time limits of the contracts is exceeded or ii) Delay period has equaled/ exceeded half the original delivery period specified in the contracts. Whichever among the above is earlier; BHEL reserves the right to divert his entire pending quantity of Purchase Order as well as Rate Contract, to suppliers other than existing Rate Contract suppliers, at L1 HESG equivalent rate, also, action as per extant BHEL guidelines shall be taken against the defaulting supplier.	
4. (b)	In case, no other supplier agrees to accept the L1 equivalent rate, after failure of RC supplier in terms of delivery as mentioned in clause 4(a) above, BHEL shall purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.	
5.	Prices: The price is to be quoted on PVC basis in line with Enquiry.	

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5. (a)	PVC Clause: (i) FORMULA: $P = P_o + F (X - X_o)$ Where, P = Basic price payable shall be adjusted in accordance with above formula P_o = Basic price as mentioned in BHEL PO F = Denominator of PVC factor as mentioned in BHEL PO/Enquiry X = As per SI no. (ii) & (iii) below X_o = Base rate as mentioned in BHEL PO/Enquiry Base rate of Copper billet as per BME index total value (A) is Rs. 691/ kg. Base rate of silver is Rs. 62256 /kg. as published for Bullion-Silver (1 Kg)-Mumbai-Delivery as per website "www.etintelligence.com" shall be applicable. Applicable rate : Rates prevailing on the first calendar day of the month of scheduled or actual delivery whichever is lower shall be used for PVC calculation. In case of early delivery, desired by BHEL, rates prevailing on the first calendar day of the month of actual delivery shall be used for PVC calculation.	
6.	Whether covered under MSMED If yes, Copy of UDYOG AADHAR, is required to be submitted. (Pls upload in E-Proc Sys.)	
7.	The Guarantee / Warranty of the item will be as per clause 18 of GTC BP-200102, if not mentioned in Technical Annexure, otherwise guarantee period as mentioned in Annexure shall be applicable.	
8.	Penalty Clause will be applicable as per clause 9 of GTC BP-200102. "Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value".	
9.	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.	
10.	Integrity pact: Supplier has to mandatorily enter in to "Integrity Pact (IP)" with BHEL for participating in bidding process. Blank form for entering into IP is being issued with the enquiry and same shall be returned by the bidder along with techno-commercial bid, duly signed by authorised signatory who signs the bid. The IP duly signed by authorised official of the bidder/vendor and authorised official of BHEL will form part of the contract.	
11 (a)	Verification of local content: In compliance to the PPPMII, local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition in India.	
11 (b).	Verification of local content: In compliance to the PPPMII, local supplier shall be required to provide a certificate (self-certification in company letter head) giving the percentage of local content and place of value addition in India.	Not Applicable
12.	Offers of vendors not complying to above conditions will be rejected however BHEL reserves the right to modify some of these NIT conditions without assigning any reason. Such modification if any will be conveyed to all parties before price bid opening.	

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13.	In addition to above, BHEL Bhopal's General terms & conditions BP-200102 forms a part of tender. A copy of same can be downloaded / seen from https://bpl.bhel.com/mm . Please confirm your compliance.	
14.	Above conditions supersede any T&C quoted by vendor against subject enquiry	

Please submit offer in line with above terms & conditions otherwise your offer may be rejected. It is desirable to upload all Documents in e-proc system to avoid delay in further processing.