

Annexure-II:**Enquiry E4923072**

BHEL wishes to enter into Rate Contract / Framework Agreement for supply of "PT". Rate Contract Agreement will be valid for a period of **12 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.	Confirm
2	GST Extra as applicable: (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: :- Delivery of PTs required shall be min. 100 nos. (Lot-1) within 6 weeks from issue of PO to vendor. Delivery for further lots shall be 80 nos. monthly.	Confirm
5	Monthly Capacity: 80 Nos. per Month	Confirm
6	Validity of offer: 120 days from the date of tender opening.	Confirm
7	Quantity indicated in enquiry is tentative & PO will be placed item wise after receipt of customer PO.	Confirm
8	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the orders against rate contract, without any escalation/increase for any reason,	Confirm
9	Splitting of quantity: Splitting of quantity in ratio of 65:35 with L1 rate (RC will be splitted among , two parties in the ratio of 65:35 (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.	Confirm
10	Payment Term:- 100% payment in 90 days of receipt (45 days for MSE manufacturers, UDYAM certificate is required for the same), subject to acceptance of material at BHEL and submission of all relevant documents at BHEL, on direct presentation of the documents.	Confirm
11	For vendor covered under MSE If yes, for MSE suppliers (manufacturers only), a copy UDYAM certificate is required)	Confirm
12	Evaluation of tender: Item wise L1 basis	Confirm
13	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"	Confirm
14	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 %].	
15	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.	Confirm
16	Reverse Auction :	Yes
17	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.	Confirm

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18	Basis for deciding lowest (L1) offer: <ul style="list-style-type: none"> 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. 	Confirm
19	Guarantee/Warranty requirements : 24 months from date of receipt at BHEL Bhopal or 18 months from the date of commissioning whichever is earlier.	Confirm
20	Contact person & Contact number (Mobile & Landline)	
21	Email ID of contact person	
22	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.	Confirm
23	PO No. & Material code may be mentioned on packing box else material may be rejected by store.	Confirm
24	In addition to above, BHEL Bhopal's General terms & conditions BP200102A from a part of tender. A copy of same can be downloaded / seen from https://bpl.bhel.com/mm/asc_docs/BP_200102.pdf	Confirm
25	Any deviations to above T&C will not be accepted, is so your offer will be suitably loaded before evaluation.	Confirm
26	Above conditions supersede any T&C quoted by vendor against subject enquiry.	Confirm
27	Following Documents are required for evaluation along with offer:- <ol style="list-style-type: none"> Compliance to technical specification Annexure-A (Duly filled, Signed & Sealed) Compliance of Commercial T&C ; Annexure-II (Duly filled, Signed & Sealed) Compliance of PQC Annexure-I (Duly filled, Signed & Sealed) Compliance of GTC BP200102A (Duly filled, Signed & Sealed) Make in India Declaration (as per format attached) (Duly filled, Signed & Sealed) MSE (UDYAM) Certificate, if applicable 	

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

Mgr. (MM-SCR)

Bidder's seal & Sign

Letter Head

Ref. No.....

Date-

To,

Bharat Heavy Electricals Limited

Piplani, Bhopal-462022

Subject: - Certification regarding local content

Reference: BHEL Tender Enquiry No (GeM Bid no.)

Name of items :.....

Dear Sir,

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

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 –I** .
(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.....

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