

BHEL wishes to enter into Rate Contract / Framework Agreement for supply of “**ASSEMBLED & WIRED SEMI-FINISHED CUBICLE**”. Rate Contract Agreement will be valid for a period of **24 months** for ordering & **30 months** for supply 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.	
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.	
4	Delivery Schedule: Vendor to supply Panels within 06 weeks after receiving the manufacturing clearance.	
5	PVC Clause is applicable as following: Each Assembled & Wired Semi-Finished cubicle comprises 170 KG of steel. Average rate of '1mm thick CR Coil of steel' (of Kolkata, Delhi, Mumbai and Chennai) prevailing on 1st working day (of JPC) for the month of scheduled delivery / actual delivery, whichever is lower shall be applicable. In case of early delivery, if accepted by BHEL, the rate of material prevailing on the 1st working day (of JPC) for the month of actual date of delivery Shall be applicable. Base rate: Average rate of '1mm thick CR Coil of steel' (of Kolkata, Delhi, Mumbai and Chennai) issued by JPC on 02 nd March 2020 is taken as Base rate (i.e. 53.245 Rs./KG). PVC Formulae : $X_1 = X_0 + 170 [P_1 - P_0]$ X_1 : Final rate considering PVC, X_0 : Quoted rate, P_1 : Average rate of steel at the time of delivery, P_0 : Base rate of steel (i.e. Rs. 53.245/KG)	
6	Monthly Capacity: To be indicated by vendor (Our monthly requirement is Max. 100 Nos.)	
7	Validity of offer: 120 days from the date of tender opening.	
8	Quantity indicated in enquiry is tentative & PO will be placed item wise after receipt of customer PO / as per requirements.	

9	Payment Term:- 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
10	For vendor covered under MSMED If yes, a copy NSIC certificate / CA certificate with EM II / Udyog Aadhar memorandum of registered suppliers is/are required to be submitted.) “MSE suppliers (manufacturers only) can avail the intended benefits only if they submit above documents, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or certificate along with attested copy of a CA certificate (Format enclosed at Annexure-II where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a gazette officer.”	
11	Vendors should meet Pre-Qualification Criteria as per attached PQC to participate in subject Tender otherwise offers will not be considered for further process.	
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”	
13	Rate Contract to be finalized with two vendors in ratio of 65%:35% (L1:L2). Counter offer for acceptance of L-1 rate for 35% tender quantity shall be given to L2 vendor. On account of non-acceptance of counter offered rates by L2 vendor, likewise counter offer will be given to L3,L4.....etc. In case none of the vendors(L2,L3,L4,.....etc.) agree to match the L1 rate, complete order will be given to L1 vendor.	
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 price 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.	

15	Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on 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.	
16	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.	
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 case of more than one bidder happens to occupy the L1 status, effective L1 will be decided by soliciting discounts from each L1 bidders. Even after soliciting discounts, if more than one bidder are L1, then the L1 bidder shall be decided by a toss / draw of lots, in presence of L1 bidders or their representatives. BHEL's 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.	
18	Vendor has to quote against the enquiry or give regret letter with reason for not quoting.	
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.	
22	In addition to above, BHEL Bhopal's General terms & conditions BP200102 from a part of tender. A copy of same can be downloaded / seen from https://bpl.bhel.com/mm/asc_docs/BP_200102.pdf	
23	Above conditions supersede any T&C quoted by vendor against subject enquiry.	

Dy.Mgr. (MM-SCR)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such
enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published
in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:



(Signature)

Name -

Membership number -

Seal of Chartered Accountant