

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% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.. Payment terms of CAD payable on 90th day of BL / HAWB date shall be preferred.	
10	Vendors should meet Pre-Qualification Criteria as per attached PQC to participate in subject Tender otherwise offers will not be considered for further process.	
11	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"	
12	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.	
13	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.	
14	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.	
15	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.	
16	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.	
17	Vendor has to quote against the enquiry or give regret letter with reason for not quoting.	
18	Contact person & Contact number (Mobile & Landline)	
19	Email ID of contact person	
20	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.	
21	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	
22	Above conditions supersede any T&C quoted by vendor against subject enquiry.	

Dy.Mgr. (MM-SCR)