

Annexure-I: Commercial Terms & Conditions against Enquiry E4593207

Name of Supplier: - , **Vendor Code:** -

We wish to enter into Rate Contract Agreement for supply of “**OPERATING ROD(820W)**” & “**SUPPORT ROD(820W)**”. 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 the item can go up to 450 Nos. for item#1 & 900 Nos. for item#2 . Kindly confirm, else indicate your monthly capacity.	
2.	Delivery Schedule: Delivery schedule desired by BHEL is maximum 8 Weeks from the date of PO for LOT-I, 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.	Not Applicable
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 FIRM basis in line with Enquiry.	
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 Sl no. (ii) & (iii) below X_o = Base rate as mentioned in BHEL PO/Enquiry (ii) Agency for rates for metals shall be as below: Copper: HCL Copper Cathode Full Silver: BULLION SILVER (1 KG)- CLOSE MUMBAI DELIVERY of www.etintelligence.com, 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 on BHEL	Not Applicable

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	request, 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.	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://www.bhelbpl.co.in . Please confirm your compliance.	
10.	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."	
11.	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.	Not Applicable
12.	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	Not Applicable
13.	Basis for deciding lowest (L1) offer: - All the offers shall be compared for landed cost of the item to BHEL stores in-line with clause 19 of General Terms & Conditions to the enquiry: BP-200102. - 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 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 the presence of the respective L-1 bidder(s) or their representatives(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.	
14.	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.	
15.	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 abc e-proc system to avoid delay in further processing.