



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)BHOPAL-462022

Enquiry No. E7283528

Annexure I

TECHNO-COMMERCIAL TERMS & CONDITIONS FOR RFQ NO.E7283528
FOR RATE CONTRACT OF TRANSFORMER OIL PUMPS

PS: Vendors have to give specific acceptance/fill relevant data against each of the following clause failing to which the offer shall be liable for rejection

Sl. No	Details		Rmks
1.	Quotation is invited for entering into rate contract for supply of Transformer Oil Pumps on biennial requirement basis as per drg. and spec as mentioned in NIT.		
2.	Confirm that material shall be supplied exactly as per BHEL's spec. and drawings on FOR Door delivery basis inclusive of freight and insurance.		
3.	Confirm that the offer has been submitted in two part:		
	3.1	Commercial conditions	
	3.1.1	All commercial terms & conditions and conformance to BHEL's standard terms & conditions. Please refer to BP 200102 for detailed terms and conditions. These terms and conditions are also available at our website www.bhelbpl.co.in under vendor's portal. Apart from the standard terms & conditions bidders need to confirm acceptance to the terms and conditions mentioned in this annexure also. In case of a contradiction, terms & conditions of this annexure shall prevail.	
	3.1.2	The offer should be valid for a minimum period of 90 Days from Tender opening date.	
	3.2	Only the Price Bid (Part II) must contain the unit rate of the item.	
	3.3	Please note that the offer is to be submitted in <u>two bids</u> comprising of the Technical & Commercial terms and 2nd part will contain price of item, to be submitted in time through E_proc. route.	
4.	Confirm that the following have been considered and clearly indicated:		
	4.1	Applicable GST	%
	4.2	GSTIN No.	
	4.3	Provision of ITC availment by BHEL	
	4.4	HSN Code of material	
	4.5	Whether the bidder is a manufacturer or trader. In case the bidder is a trader, the make should be mentioned. The letter of authorization also to be furnished along with the offer.	
5.	5.1	"100% payment in 90 days (45 days in case of MSMED) after receipt & acceptance at our works" is only acceptable. No advance payment term shall be acceptable to BHEL. In case payment gets delayed due to any reasons, overdue interest payment will not be made. BHEL reserves the right to reject or suitably load your offer in case BHEL's std. conditions are not agreed. MSME vendors to submit supporting documents to sdcbpl@bhel.in , sdcl1@bhel.in and update MSME records. MSME status will be considered only from updated records ,else no benefit could be availed.	
	5.2	The suppliers shall strictly adhere to the lead time quoted in their offer. No delivery extension shall be granted thereafter except force majeure conditions. In case of delays in supplies, BHEL will enforce penalty @1/2 % per week (0.5% of undelivered part per week for staggered delivery) subject to maximum of 10% of the order value. Confirm your acceptance.	
6.	Any deviation from the Technical Specification / Commercial Terms shall be clearly mentioned in the offer. In case of any deviations to our specifications or non-acceptance of our terms and conditions, BHEL reserves the right to either reject the offer or suitably load the prices while calculating the landed total cost to BHEL. Confirm your acceptance. Also, while evaluation, all the offers (both of indigenous and foreign) shall be suitably loaded to derive the L-1 status. All the offers will be evaluated on Total Cost to BHEL (HESG) basis.		
7.	DELIVERY TERMS:-Indigenous vendors to quote the delivery lead time with respect to the date of purchase order. Offer will be evaluated on individual L-1 basis and based on price reasonability, RC will be finalized and accordingly PO will be placed as per actual requirement basis with delivery lead time of <u>08 weeks counted from respective PO date</u> (Delivery time indicated in enquiry is tentative). BHEL also reserves the right to short close the contract.		
8.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at risk and cost to vendor. Confirm your acceptance.		
9.	Any replacement due to the defected manufacturing / rejection on quality norms, during period of contract shall be provided on CIF Bhopal basis at no extra cost. All the duties and taxes incurred as such shall be to supplier's account.		



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10.	Price clause:-		
	10.1	The unit rate of the item must be firm till the execution of contract. Items are to be procured on individual item L-1 basis	
	10.2	Quantity variation in ordering will be $\pm 25\%$ in nos and on 02 years requirement basis subject to order booking. Rate Contract will remain valid for 24 months for ordering and 27 months or delivery from the issue date. BHEL also reserves the right to short close contract.	
	10.3	Offer will be evaluated on Total Cost to BHEL (HESG) basis. BHEL reserves right to load offers appropriately (if required) to arrive HESG value. In case of HESG value of two or more bidders happen to be equal; bidder having the best VPR and best lead time quoted and quantum of past business volume in last 03 years would be preferred L-1.	
11.	Ordering Clause:-		
		Order will be splitted between two suppliers (L-1 & L-2) in the ratio of 65:35 on HESG equivalent rates of L-1 vendor.	
		65% quantity will be ordered on L-1 vendor, subject to price reasonability	
		For balance 35% quantities, HESG equivalent rates of L-1 vendor will be counter offered to L-2 vendor. If the rates are accepted then PO for balance 35% quantities will be placed on L-2 vendor on HESG equivalent L-1 rate.	
		If L-2 vendor refuses to accept HESG equivalent rates of L-1 vendor, then the same will be offered to L-3 vendor and so on. If any of L-2, L-3, L4 vendor refuses to accept the HESG equivalent rates of L-1 vendor, then order for the balance 35% quantity will be placed on L-1 vendor only, amounting to 100% ordering.	
12.	BHEL reserves the right to conduct reverse auction. Bidders to confirm acceptance failing to which offer might be subject to rejection. Detailed RA guidelines available at www.bhel.com .		
13.	Test Certificates as called in Drg/ specifications must be furnished along with the supplies.		
14.	Guarantee: The material should be guaranteed for a period of 12 months		
15.	QAP-QC/TCB/QAP-BO/01 must be adhere to.		
16.	The bidder along with its associate / collaborators / sub-contractors / sub vendors / consultants / service providers shall be strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.		

Signature of Vendor:

Name:

Designation:

Phone No.:

Mobile No.:

Fax No.:

Email:

Seal:

Date: