

**Mandatory sheet regarding instruction to bidders for compliance for Enquiry No- E4651042**

**Important:** This format is to be submitted in original, along with part-1 of bid, duly signed by the bidder, as proof of acceptance. Any deviation from the T&C mentioned below is not acceptable. Offers received without this acceptance will be treated as non-responsive and shall be liable for rejection.

SL. NO.		DESCRIPTION	COMMENTS / CONFIRMATION BY VENDOR
1.	(A)	WE CONFIRM THAT OUR OFFER MEETS IN TOTO ALL THE TECHNICAL REQUIREMENTS AS GIVEN IN THE ENQUIRY ITEM DESCRIPTION, TECHNICAL ANNEXURE & REMARKS OF THE TENDER.	ACCEPTED
	(B)	TECHNICAL DEVIATIONS, IF ANY, ARE TO BE CLEARLY BROUGHT OUT IN OFFER ITSELF. <b>(NOTE: OFFERS WITH TECHNICAL DEVIATIONS ARE LIABLE FOR REJECTION)</b>	ACCEPTED
2.	(A)	<b>DELIVERY-</b> (i)- COMMENCEMENT OF SUPPLY IN DAYS FROM DATE OF PO (ii)- I&C & CIVIL WORK PERIOD IN DAYS FROM CALL OF COMMISSIONING	----- DAYS ----- DAYS
3.	(A)	EXCISE DUTY(MENTION NA IF NOT APPLICABLE)	.....%
	(B)	(I) VAT (MENTION NA IF NOT APPLICABLE) (II) CST (MENTION NA IF NOT APPLICABLE) (III) SERVICE TAX (FOR I&C PORTION ONLY)	.....% .....% .....%
	(C)	PACKING & FORWARDING CHARGES, IF ANY	..... %
4.	(A)	DELIVERY TERMS (F.O.R BHEL JHANSI BASIS) FOR INDIAN SUPPLIER / FCA FOREIGN AIRPORT FOR FOREIGN SUPPLIER	ACCEPTED
	(B)	IF RATES ARE EX-WORKS, SUITABLE LOADING WILL BE CONSIDERED FOR FRIEGHT & INSURANCE CHARGES	.....
	(C)	FOREIGN SUPPLIER TO MENTION AIRPORT OF DISPATCH	.....
5.		THE OFFER SHOULD REMAIN VALID UP TO <b>120 DAYS</b> FROM THE TENDER OPENING DATE	ACCEPTED
6.	A	INSPECTION CLAUSE <b>AS PER ENQUIRY REMARK</b>	ACCEPTED
	B	PRICES SHOULD BE REMAIN FIRM TILL EXECUTION OF THE CONTRACT	ACCEPTED
7.		<b>GUARANTEE CLAUSE:</b> 42 MONTHS FROM DATE OF RECEIPT AT SITE OR 36 MONTHS FROM DATES OF COMMISSIONING, WHICHEVER IS EARLIER	ACCEPTED
8.		<b>WARRANTY REPLACEMENT:</b> THE SYSTEM SHALL BE GUARANTEED FOR SATISFACTORY OPEARATION AND AGAINST THE DEFECTS IN DESIGN, MATERIALS & WORKMANSHIP FOR ABOVE GUARANTEE PERIOD. THE COMMISSIONING DATE SHALL BE THE DATE FROM WHICH THE EQUIPMENT IS IN SATISFACTORY OPEARTION.	
9.		TEST CERTIFICATE / GUARANTEE CERTIFICATE AS SPECIFIED IN ENQUIRY HEADER WILL BE PROVIDED ALONG WITH SUPPLY.	ACCEPTED
10.		<b>LIQUIDATED DAMAGE (L.D.):</b> - FAILURE TO SUPPLY BY THE TIME SPECIFIED ON THE ORDER WILL MAKE THE SUPPLIER LIABLE TO PAY UNCONDITIONAL PENALTY OF ½% THE PRICES OF GOODS IN ARREAR PER WEEK SUBJECT TO A MAXIMUM OF 10% OF THE ORDER VALUE. REFERENCE DATE SHALL BE HAWB DATE FOR CALCULATION OF DEDUCTION FOR FOREIGN SUPPLIER. <b>ANY DEVIATION FROM, THE ABOVE LD CLAUSE LOADING WILL BE APPLIED TO THE EXTANT TO WHICH IT IS NOT AGREED BY THE BIDDER (AT OFFERED VALUE).</b>	ACCEPTED
11.		<b>TERMS OF PAYMENT:</b>	

	(I)	<b>BHEL STANDARD TERMS OF PAYMENT:</b> 90% PAYMENT OF SUPPLY VALUE SHALL BE PAID AFTER 60 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL. BALANCE 10% OF SUPPLY VALUE PLUS 100% OF I&C CHARGES WILL BE PAID AGAINST SUCCESSFUL I&C AND SUBMISSION OF I&C CERTIFICATE ISSUED BY CUSTOMER/BHEL. <b>OR</b>	ACCEPTED
	(II)	THE BIDDERS, WHO ARE REGISTERED WITH BHEL UNDER MICRO & SMALL CATEGORIES (REFER MSMED ACT 2006) & QUOTED PAYMENT WITHIN 45 DAYS (IN PLACE OF 60 DAYS AS ABOVE) OF DRS, IF THERE IS NO OBJECTION WILL ALSO BE TREATED AT PAR WITH STANDARD TERMS OF PAYMENT.	ACCEPTED
	(III)	<b>ANY OTHER PAYMENT TERM LIKE: ADVANCE/LC/CAD (CASH AGAINST DISPATCH) ETC. WILL NOT BE ACCEPTED FROM INDIGENOUS VENDORS. OFFERS RECEIVED WITH THIS PAYMENT TERM SHALL BE REJECTED. LC PAYMENT TERM WILL BE ACCEPTED ONLY IN CASE OF FOREIGN SUPPLIER.</b> BHEL WILL LOAD TOTAL OUTFLOW IN CASE OF ALTERNATE PAYMENT TERMS, AS FOLLOWS: <ul style="list-style-type: none"> <li>FOR DOCUMENTS THROUGH BANK/COD (CASH ON DELIVERY I.E. AGAINST DRS):  <b>FOR 75 DAYS @ (BASE RATE OF SBI+6%) PER ANNUM</b></li> </ul> IN CASE OF PAYMENT TERM" DOCUMENT THROUGH BANK" ALL BANK CHARGES SHALL BE IN SUPPLIER'S ACCOUNT. BASE RATE OF SBI SHALL BE TAKEN AS THE RATE APPLICABLE ON THE DATE OF 'TECHNO-COMMERCIAL BID' (PART I) OPENING DATE. BASE RATE OF SBI IS AVAILABLE AT SBI SITE. AT PRESENT BASE RATE OF SBI IS 10%. IN CASE WHERE THERE ARE DEFERRED PAYMENT TERMS I.E. PAYMENT IN MORE THAN ONE STAGE, LOADING SHALL BE DONE ON PRO-RATA BASIS ON THE DEFERRED AMOUNTS.	ACCEPTED
	IV	<b>A- INCASE OF FOREIGN SUPPLIER QUOTED LC PAYMENT.</b> <b>PAYMENT TERMS:</b> 90% OF SUPPLY VALUE THROUGH IRREVOCABLE & UNCONFIRMED LC WITH 90 DAYS USANCE PERIOD FROM AIR WAY BILL AND BALANCE 10% OF SUPPLY VALUE PLUS 100% OF INSTALLATION & COMMISSIONING CHARGES WILL BE PAID AGAINST SUCCESSFUL I&C AND SUBMISSION OF I&C CERTIFICATE ISSUED BY END CUSTOMER / BHEL. BANK CHARGES FOR OPENING OF LC IS IN BHEL ACCOUNT AND LC NEGOTIATION CHARGES WILL BE SUPPLIER ACCOUNT. <b>(IF CONFIRMED LC IS REQUIRED, CONFIRMATION CHARGES WILL BE IN SUPPLIER ACCOUNT)</b>  <b>B- FOR ANY OTHER LC PAYMENT TERMS WILL BE LOADED FOR DEVITION PERIOD (DEVITION PERIOD @ {BASE RATE OF STATE BANK OF INDIA + 6%} ) PER ANNUM</b>	ACCEPTED
12.		"THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE <a href="http://www.bhel.com">HTTP://WWW.BHEL.COM</a> AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE."	ACCEPTED
13.		ALL OTHER TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED AND DIRECTED ARE AS PER GENERAL TERMS AND CONDITION OF PURCHASE ENQUIRY.	ACCEPTED

**NOTE-** IN CASE OF ANY DISCREPANCY/DEVIATION IN TERMS & CONDITIONS ACCEPTED IN MANDATORY SHEET AND GIVEN IN THE OFFER, THEIR ACCEPTANCE GIVEN ON MANDATORY SHEET SHALL BE CONSIDERED.

SIGNATURE .....

NAME .....

COMPANY'S NAME .....

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