

Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4681078.

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) This tender being issued to enter into framework agreement (Rate Contract) due to bulk requirement. The validity of the contract will be for Two Years for ordering from the date of entering into rate contract and further Three Months thereafter for supply.	<input type="checkbox"/> Accepted
	(B) Quantity Indicated is Tentative Subject To +/-30% Variation and will be finalized after getting confirm order from our end customers.	<input type="checkbox"/> Accepted
	(D) Total qty. shall be distribute at the Ratio of 70:30 on L1:L2 vendors. If L2 Vendor not accept the L1 rate, same will be offered to L3, L4 and so on, for entering into framework contract.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
	(E) We confirm that our offer meets in to all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
	(F) Technical deviations, if any, are to be clearly brought out, in offer itself. (note: offers with technical deviations are liable for rejection)	<input type="checkbox"/> Yes / <input type="checkbox"/> NA
	<u>Delivery:-</u> from date of PO	
2.	(A) <u>Delivery-</u> commencement of supply in days from date of PO Days
	(B) <u>Capacity To Supply per month</u> (in nos.) against this contract nos.
	(C) <u>Installation & commissioning period</u> in days from call of commissioning Days
	(D) Essential components required for Installation & commissioning is in supplier's scope.	<input type="checkbox"/> Confirmed
3.	Packing & Forwarding charges (if applicable)%
4.	(A) GST Rate for Supply Portion (Mention NA if not applicable)%
	(B) It may be noted that, as per GST law, it is supplier's responsibility, to classify the products under correct HSN classification and pay GST as per applicable rates. Any liability arising due to incorrect HSN classification leading to incorrect payment of GST rests with you.	<input type="checkbox"/> Accepted
	(C) Input credit of GST will be available to BHEL Jhansi only after correct filling of return and payment of applicable GST by supplier. Reimbursement of GST shall be made by BHEL Jhansi on matching of vendor inputs at GST portal and after ensuring availability of Input credit to BHEL Jhansi.	<input type="checkbox"/> Confirmed
5.	(A) Delivery terms:- For Indian supplier (FOR BHEL Jhansi basis) / For foreign supplier (FCA foreign airport)	<input type="checkbox"/> FOR BHEL Jhansi <input type="checkbox"/> Ex works <input type="checkbox"/> FCA foreign airport
	(B) Freight & insurance charges per no. or in percentage (Mention Nil/ 0% if not applicable) %
	(C) For Indian supplier, if rates are ex-works, applicable GATI rate for Freight & Insurance will be loaded to arrive relative status i.e. L1, L2...etc.	<input type="checkbox"/> Accepted
	(D) Foreign supplier to mention Airport or Seaport of dispatch as applicable
	(E) For foreign supplier, if rates are FCA foreign airport, applicable Custom Duty, Air freight charges up to Mumbai airport and applicable GATI Rate for Freight & Insurance charges from Mumbai to Jhansi will be loaded to arrive relative status i.e. L1, L2...etc.	<input type="checkbox"/> Accepted

6.	PVC (Price Variation Clause): - Prices shall remain firm till execution of the contract. Price Variation Clause is not applicable.	<input type="checkbox"/> Accepted
7.	Validity:- The offer should remain valid up to 120 days from the tender opening date	<input type="checkbox"/> Accepted
8.	(A) Guarantee Period: 24 months from date of dispatch or 18 months from date of commissioning whichever is earlier.	<input type="checkbox"/> Accepted
	(B) Warranty replacement: The system shall be guaranteed for satisfactory operation 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 operation. Any replacement during warranty period shall be provided on F.O.R. BHEL Jhansi/ Customer Site.	<input type="checkbox"/> Accepted
	(C) Test certificate / Guarantee certificate as specified in enquiry header) will be provided (along with supply).	<input type="checkbox"/> Confirmed
9.	(A) Liquidated Damage (L.D.): - 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. Any deviation from, the above LD clause loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	<input type="checkbox"/> Accepted
	(B) GST shall be levied on the LD portion (if any), as applicable, for which BHEL shall raise a GST related tax invoice on the supplier accordingly.	<input type="checkbox"/> Accepted
TERMS OF PAYMENT:		
10.	(A) BHEL STANDARD TERMS OF PAYMENT: For Supply Portion: 90% Payment shall be paid within 90 days of receipt and acceptance of material at BHEL & balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL. For I&C Portion: 100% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL. OR	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
	(B) The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006) For Supply Portion: 90% Payment shall be paid within 45 days of receipt and acceptance of material at BHEL & balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL. Note: if there is any objection, will be treated at par with BHEL standard terms of payment For I&C Portion: 100% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL. OR	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
	(C) 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. BHEL will load total outflow in case of alternate payment terms, as follows: • For documents through bank/COD (Cash On Delivery i.e. against DRS): For 75 days @ (base rate of SBI+6%) per annum 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 1) opening date. Base rate of SBI is available at SBI site. 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable

(D)	Payment Term For Foreign Supplier Only (LC Payment Terms) For Supply Portion: 90% payment through Irrevocable & unconfirmed LC with 120 days usance period from HAWB/BOL date and balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by end customer / BHEL. (if confirmed LC is required, confirmation charges will be in supplier's account)	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
	For I&C Portion: 100% payment shall 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 in supplier account.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
	For any other LC payment terms will be loaded for deviation period (Deviation Period @ $\{(Base\ Rate\ Of\ State\ Bank\ Of\ India + 6\ \%)\}/365$) Per Annum.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
11.	Inspection clause as per enquiry.	<input type="checkbox"/> Accepted
12.	Acceptance Of Participation In Reverse Auction As Per Enquiry.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
13.	Reverse Auction- BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.	<input type="checkbox"/> Confirmed
14.	Please furnish shipping dimension & weight of consignment in your offer.	<input type="checkbox"/> Confirmed
15.	Furnish the signed & stamped copy of Technical Specification & Blank Price Bid along with Technical Offer	<input type="checkbox"/> Confirmed
16.	Contract Execution Bank Guarantee @10% of order value (supply plus I&C) has to be submitted by bidder within one month after entering in to Framework Agreement as per enclosed BG format. BG shall be valid for the period of Framework Agreement plus further claim period of 3 months. This is liable to be forfeited in case if the vendor does not honor his quoted price during the period of contract.	<input type="checkbox"/> Accepted
17.	Rate contract will be entered into item wise with L1 vendor. After entering into rate contract with L1 supplier, the settled rate (on basis of Landed Cost to BHEL) will be counter offered to other techno-commercially qualified bidders for that item. On acceptance of counter offer, these vendors will also be kept on panel for the item.	<input type="checkbox"/> Accepted
18.	Procurement directly from the manufacturer/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.	<input type="checkbox"/> Accepted
19.	If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	<input type="checkbox"/> Accepted
20.	Integrity Pact as per Annexure shall be submitted duly filled and signed by authorized signatory along with offer.	<input type="checkbox"/> Accepted
21.	Supplier has to submit dispatch details on supplier information portal in order to allow entry of material inside material gate by CISF. Supplier can login on supplier information portal through following link: https://www.bheljhs.co.in/apps/sip/login.php	<input type="checkbox"/> Accepted
22.	"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 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."	<input type="checkbox"/> Accepted

23.	Risk purchase - if the material is not supplied/ Installation & Commissioning work not done within stipulated delivery/ period as indicated in PO, BHEL shall have the option to purchase the material/ installation & Commissioning work from other sources at the supplier's risk & cost.	<input type="checkbox"/> Accepted
24.	All the General Terms & Conditions REV. 02 of Enquiry which have been uploaded at https://www.bheljhs.co.in/index_en.php have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	<input type="checkbox"/> Accepted

NOTE-

1. 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.

2. **EVALUATION OF BID** WILL BE DONE ON LANDED COST TO BHEL, JHANSI BASIS. OFFERS WILL BE LOADED FOR THE DEVIATION(S), IF ANY, SUITABLY. HENCE, PLEASE QUOTE ACCORDINGLY.

3. IN CASE OF NON-ACCEPTANCE OF BHEL L.D. CLAUSE, THE SUITABLE LOADING UP TO 10% MAXIMUM SHALL BE DONE ON SUPPLIER'S QUOTED RATE TO DERIVE THE L-1 STATUS.

4. PLEASE QUOTE YOUR RATES ON FOR BHEL JHANSI BASIS (INCLUDING FREIGHT & INSURANCE). IN CASE OF ACCEPTANCE OF TERMS OF DELIVERY AS "EX-WORKS" THEN OFFER WILL BE LOADED FOR FREIGHT & INSURANCE CHARGES TO ARRIVE RELATIVE STATUS I.E. L1, L2...ETC.

SIGNATURE

NAME

COMPANY'S NAME