

Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4611011

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	Supplier's confirmation/ comments (Tick Appropriate Answer)
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 shall be tentative and subject to +/-30% Variation.	<input type="checkbox"/> Accepted
	(C) There will be no distribution clause. Full quantity shall be consider for awarding of Rate Contract on L1 basis, individual item wise.	<input type="checkbox"/> Accepted
	(D) Qualifying Criteria: Vendors have to fulfill the requirements mentioned in attached QR Annexure-III & submit the supporting documents accordingly.	<input type="checkbox"/> Confirmed
	(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"/> Confirmed
	(F) Technical deviations, if any, are to be brought out clearly in offer itself. (note: offers with technical deviations are liable for rejection)	<input type="checkbox"/> No Deviation <input type="checkbox"/> Technical Deviation
2.	(A) Delivery- commencement of supply in days from date of PO	_____ Days
	(B) Capacity To Supply per month (in nos.) against this contract. nos.
	(C) Vendor has to commit capacity of 35 nos. per month reserved for BHEL Jhansi	<input type="checkbox"/> Confirmed
	(D) Delivery period should be less than 8 weeks (maximum) from the date of PO placement.	<input type="checkbox"/> Confirmed
3.	(A) Packing & Forwarding charges (mention % if not inclusive applicable)	<input type="checkbox"/> Inclusive <input type="checkbox"/>%
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 (F.O.R BHEL Jhansi basis)	<input type="checkbox"/> FOR BHEL Jhansi <input type="checkbox"/> Ex-works
	(B) Freight & insurance charges per no. or in percentage (Mention Nil/ 0% if not applicable)	RS. Or..... %
	(C) If rates are ex-works, applicable Freight & Insurance charges will be loaded to arrive relative status i.e. L1, L2...etc.	<input type="checkbox"/> Confirmed

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 the date of dispatch.	<input type="checkbox"/> Accepted
	(B) Loading Criteria for compliance of lesser months than required in Enquiry: There will be suitable loading on offer price per month.	<input type="checkbox"/> Confirmed
	(C) Offer received with less than 12 months Guarantee Period shall be liable for rejection.	<input type="checkbox"/> Confirmed
	(D) 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 basis.	<input type="checkbox"/> Accepted
	(E) 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
10.	TERMS OF PAYMENT:	
	(A) BHEL STANDARD TERMS OF PAYMENT: 100 % payment within 90 days from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL. (For any other days loading will be done) 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): 100% Payment shall be paid within 45 days from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL. Note: if there is any objection, will be treated at par with BHEL standard terms of payment. 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: <ul style="list-style-type: none"> For documents through bank/COD (Cash On Delivery i.e. against DRS): For 90 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
11.	Inspection clause as per enquiry clause.	<input type="checkbox"/> Accepted

12.	Acceptance Of Participation In Reverse Auction As Per Enquiry.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
13.	Furnish the Blank Price Bid along with Technical Offer	<input type="checkbox"/> Confirmed
14.	Furnish the signed & stamped copy of Technical Specification	<input type="checkbox"/> Confirmed
15.	Please furnish per unit shipping dimensions & weight.	<input type="checkbox"/> Confirmed
16.	(A) Risk Purchase - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the material from other sources at the supplier's risk & cost.	<input type="checkbox"/> Accepted
	(B) In case of non-compliance, there will be suitable loading on offer price.	<input type="checkbox"/> Confirmed
17.	"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"/> Confirmed
18.	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"/> Confirmed
19.	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
20.	If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	<input type="checkbox"/> Confirmed
21.	All the General Terms & Conditions REV. 03 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"/> Confirmed

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 F.O.R. 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