

**Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4621005**

**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) <b>Scope of work-</b> Supply, Installation and Commissioning of TMCTCS.	<input type="checkbox"/> Confirmed
	(B) <b>Vendor has to quote offer value for total scope of work in manner mentioned below:</b>	<input type="checkbox"/> Confirmed
	(C) <b>Item#1:</b> Value for supply portion shall be 80% of the total value of scope of work.	<input type="checkbox"/> Confirmed
	(D) <b>Item#2:</b> Value for Installation & Commissioning (I&C) portion shall be 20% of the total value of scope of work.	<input type="checkbox"/> Confirmed
	(E) This Tender being issued to enter into framework agreement <b>(Rate Contract)</b> due to bulk requirement. <b>The validity of the contract will be for One Year for ordering from the date of entering into rate contract and further Three Months thereafter for supply.</b>	<input type="checkbox"/> Accepted
	(F) Quantity Indicated Shall Be Tentative Subject To +/-30% Variation.	<input type="checkbox"/> Accepted
	(G) <b>Total qty. shall be distribute at the Ratio of 70:30 on L1:L2 vendors (subject to at least three Techno-Commercial qualified supplier).</b> 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"/> Confirmed
	(H) Supplier will have to give a functional Presentation/ Demo at BHEL Jhansi, for any one TMCTCS out of total qty. as called in Enquiry.	<input type="checkbox"/> Confirmed
	(I) <b>Qualifying Criteria:</b> Vendors have to fulfill the requirements mentioned in attached <b>QR Annexure-III</b> & submit the supporting documents accordingly.	<input type="checkbox"/> Confirmed
	(J) Bidder has to submit point wise confirmation/compliance of each clause of the specification JS22309 rev. 02 along with their offer.	<input type="checkbox"/> Confirmed
	(K) Bidder has to submit set of Type Test and Routine Report conducted on the offered items/ system along with the offer (should not be older than last 5 years).	<input type="checkbox"/> Confirmed
	(L) Bidder has to confirm that their 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
(M) Technical deviations, if any, are to be clearly brought out, in offer itself. <b>(note: offers with technical deviations are liable for rejection)</b>	<input type="checkbox"/> Yes / <input type="checkbox"/> NA	
2.	<b>Delivery- from date of PO</b>	
	(A) <b>Delivery-</b> commencement of supply in days <b>from date of PO</b>	..... Days
	(B) <b>Capacity To Supply per month (in nos.)</b> against this contract	..... nos.
	(C) <b>Installation &amp; commissioning period</b> in days from the date of call of commissioning	..... Days
	(D) Essential components required for Installation & commissioning will be in supplier's scope.	<input type="checkbox"/> Confirmed
3.	<b>Packing &amp; Forwarding charges</b> (if applicable)	.....%
4.	(A) <b>GST Rate</b> 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)	<b>Delivery terms:-</b> (FOR BHEL Jhansi basis) / Ex Works	<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)	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
6.		<b>PVC (Price Variation Clause):</b> - Prices shall remain firm till execution of the contract. <b>Price Variation Clause is not applicable.</b>	<input type="checkbox"/> Accepted
7.		<b>Validity:-</b> The offer should remain valid up to <b>120 days</b> from the tender opening date	<input type="checkbox"/> Accepted
8.	(A)	<b>Guarantee Period:</b> <b>24 months</b> from date of dispatch or <b>18 months</b> from date of commissioning whichever is earlier.	<input type="checkbox"/> Accepted
	(B)	<b>Loading Criteria for compliance of lesser months than required in Enquiry:</b> There will be suitable loading on offer price per month.	<input type="checkbox"/> Confirmed
	(C)	<b>Warranty replacement:</b> 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. <b>Any replacement during warranty period shall be provided on F.O.R. BHEL Jhansi/ Customer Site.</b>	<input type="checkbox"/> Accepted
	(D)	<b>Test certificate / Guarantee certificate</b> as specified in enquiry header) will be provided (along with supply).	<input type="checkbox"/> Confirmed
9.	(A)	<b>Liquidated Damage (L.D.):</b>  <b>In case of delay in Supply 'or' delay in Installation &amp; Commissioning (I&amp;C) 'or' both, LD shall be applicable on total value of Item#1 (supply portion) and Item#2 (I&amp;C portion) combined as mentioned below:</b> In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion  <b>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).</b>	<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.	<b>TERMS OF PAYMENT:</b> Vendor has to quote for total value (supply + I&C). <b>Supply portion value shall be 80% of the total quoted value.</b> <b>I&amp;C portion value shall be 20% of the total quoted value.</b>		<input type="checkbox"/> Confirmed
	(A)	<b>BHEL STANDARD TERMS OF PAYMENT:</b>  <b>For Supply Portion (Item#1):</b> 100% value of item#1 including proportionate taxes & duties shall be paid within 90 days from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
		<b>For I&amp;C Portion (Item#2):</b> 100% value of item#2 including proportionate taxes & duties shall be paid after receipt of confirmation of work completion in the form of MOM between vendor and customer/ BHEL.	
<b>OR</b>			

	(B)	<p><b>The bidders, who are registered with BHEL under micro &amp; small categories (refer MSMED ACT 2006)</b></p> <p><b>For Supply Portion (Item#1):</b> 100% value of item#1 including proportionate taxes &amp; duties shall be paid within 90 days from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents.</p> <p><b>Note:</b> if there is any objection, will be treated at par with BHEL standard terms of payment</p>	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
		<p><b>For I&amp;C Portion (Item#2):</b> 100% value of item#2 including proportionate taxes &amp; duties shall be paid after receipt of confirmation of work completion in the form of MOM between vendor and customer/ BHEL.</p>	
11.		<b>Inspection clause</b> as per enquiry.	<input type="checkbox"/> Accepted
12.		<b>Acceptance Of Participation In Reverse Auction</b> As Per Enquiry.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
13.		Please furnish shipping dimension & weight of consignment in your offer.	<input type="checkbox"/> Confirmed
14.		Furnish the signed & stamped copy of Technical Specification & Blank Price Bid along with Technical Offer	<input type="checkbox"/> Confirmed
15.		Suppliers are required to comply the Circular no. D.O. NO. P-45021/2/2017-PP (BE-II)(E-1588) issued by dept. for Promotion Of Industry & Internal Trade Ministry Of Commerce And Industry, dated. 08.06.2020.	<input type="checkbox"/> Confirmed
16.		<b>Supplier has to submit dispatch details on supplier information portal</b> in order to allow entry of material inside material gate by CISF. Supplier can login on supplier information portal through following link: <a href="https://www.bheljhs.co.in/apps/sip/login.php">https://www.bheljhs.co.in/apps/sip/login.php</a>	<input type="checkbox"/> Confirmed
17.		"The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to <b>BHEL Fraud Prevention Policy</b> 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."	<input type="checkbox"/> Accepted
18.	(A)	<b>Risk purchase</b> - 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
	(B)	In case of non-compliance of above Risk Purchase clause, there will be suitable loading on offer price.	
19.		All the General Terms & Conditions REV. 03 of Enquiry which have been uploaded at <a href="https://www.bheljhs.co.in/index_en.php">https://www.bheljhs.co.in/index_en.php</a> 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 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 .....