

**Annexure-A****Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4611005.**

**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
(A)	This tender issued to enter into Rate Contract for supply along with Installation & Commissioning of four types (Item No. #1, #2, #3, #4, #5, #6, #7 & #8 of the enquiry) of Fibre Optic Direct Hot Spot Temperature Measurement system (FOS). The validity of the Rate Contract shall be two years for ordering from date of entering into Rate Contract.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
(B)	Quantity Indicated is Tentative subject to +/- 30% and PO will be placed after getting confirm order from our end customers.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
(C)	Total qty. shall be distributed in the Ratio of 70:30 on L1:L2 vendors if the techno commercially qualified bidders are more than two. 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
1.	(D) 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
	(E) 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
2.	<b><u>Delivery-</u></b> from date of PO	
(A)	<b>Commencement of supply</b> in days from date of PO	..... Days
(B)	<b>Installation &amp; commissioning period</b> in days from call of commissioning	..... Days
(C)	Essential components required for Installation & commissioning is in supplier's scope.	<input type="checkbox"/> Confirmed
3.	<b>Packing &amp; Forwarding charges</b> (if applicable)	.....%
(A)	<b>GST Rate</b> for Supply Portion (Mention NA if not applicable)	.....%
4.	(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>	<input type="checkbox"/> FOR BHEL Jhansi
	(B) Freight & insurance charges in percentage (Mention 0% if not applicable)	..... %
6.	<b><u>PVC (Price Variation Clause):</u></b> - Prices shall remain firm till execution of the contract. <b>Price Variation Clause is not applicable.</b>	<input type="checkbox"/> Accepted
7.	<b><u>Validity:-</u></b> The offer should remain valid up to <b>120 days</b> from the tender opening date	<input type="checkbox"/> Accepted

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8.	(A)	<b>Guarantee Period 24 months</b> from date supply or 18 months from date of commissioning whichever is later.	<input type="checkbox"/> Accepted
	(B)	Loading due to non acceptance of Guarantee period	<input type="checkbox"/> Accepted
	(C)	<b>For additional Guarantee Period:-</b> Vendor has to quote for Incremental cost of every six months for additional guarantee.	<input type="checkbox"/> Accepted
	(D)	<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
	(E)	<b>Test certificate / Guarantee certificate/ INSTRUCTION</b> as specified in enquiry header) will be provided (along with supply).	<input type="checkbox"/> Confirmed
9.	(A)	<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. In case of delay on supply or delay in Installation & Commissioning or both, LD shall be applicable on total value supply + I&C combined at the rate as per standards LD clause. <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>		
	(A)	<b>Vendor to quote total value for scope of work (supply + I&amp;C+ Incremental cost).</b>	<input type="checkbox"/> Accepted
	(B)	<b>For Item #1- supply portion value shall be 80% of the total value.</b>	<input type="checkbox"/> Accepted
		<b>For Item #2- Installation &amp; Commissioning (I&amp;C) along with incremental value shall be 20% of the total order value.</b>	
	(A)	<b><u>BHEL STANDARD TERMS OF PAYMENT:</u></b> <b>For Item #1, #3, #5 &amp; #7-Supply Portion:</b> 100% Payment shall be paid within 90 days of receipt and acceptance of material at BHEL.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
		<b>For Item #2, #4, #6 &amp; #8- I&amp;C along with incremental cost (if any) Portion:</b> 100% payment shall be paid within 90 days after receipt of confirmation of work completion in the form of MOM between vendor and customer. <b>OR</b>	
	(B)	<b>The bidders, who are registered with BHEL under micro &amp; small categories (refer MSMED ACT 2006)</b> <b>For Supply Portion:</b> 100% Payment shall be paid within 45 days of receipt and acceptance of material at BHEL. Note: if there is any objection, will be treated at par with BHEL standard terms of payment	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
		<b>For I&amp;C Portion:</b> 100% payment shall be paid within 45 days after receipt of confirmation of work completion in the form of MOM between vendor and customer. <b>OR</b>	

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	(C)	<p><b><u>Any Other Payment Term Like:</u></b>  <b>Advance/LC/CAD (Cash Against Dispatch) etc. Will not be accepted from indigenous vendors. Offers received with this payment term shall be rejected.</b>  BHEL will load total outflow in case of alternate payment terms, as follows:</p> <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> <p>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.</p>	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
11.		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
12.		If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	<input type="checkbox"/> Accepted
13.		<b>Inspection clause</b> as per enquiry.	<input type="checkbox"/> Accepted
14.		Furnish the signed & stamped copy of Technical Specification & Blank Price Bid along with Technical Offer	<input type="checkbox"/> Confirmed
15.		Acceptance to the participation in the RA (Reverse Auction).	<input type="checkbox"/> Confirmed
16.		Integrity pact as per attached annexure shall be submitted duly filled and signed by authorized signatory along with offer.	<input type="checkbox"/> Confirmed
17.		VENDOR TO COMPLY THE CIRCULAR NO.D.O. NO.P- 45021/2/2017-PP (BE-II) (E-1588) ISSUED BY DEPTT. FOR PROMOTION OF INDUSTRY & INTERNAL TRADE MINISTRY OF COMMERCE AND INDUSTRY DATED 08.06.2020.	<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: <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
19.		"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."	<input type="checkbox"/> Accepted
20.	(A)	<b>Risk purchase</b> - 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)	Loading due to non acceptance of Risk Purchase.	<input type="checkbox"/> Accepted
21.		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 @2.07% TO ARRIVE RELATIVE STATUS I.E. L1, L2...ETC.

**SIGNATURE .....**

**NAME .....**

**COMPANY'S NAME .....**