

**Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4611019.**

**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 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
	(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>	<input type="checkbox"/> Yes / <input type="checkbox"/> NA
2.	<b>Delivery- from date of PO</b>	
	(A) <b>Commencement of supply</b> in days from date of PO OR DRAWING APPROVAL WHICH EVER WILL BE LATER.	..... 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
	(D) Vendor should not be delisted by the RDSO customer on tender opening date.	<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.	<p><b>Delivery terms:- VENDOR HAS TO QUOTE EX-WORKS.</b></p> <p>Depending on BHEL requirement, the equipment can be delivered directly at sites OR at BHEL Jhansi. The bidder has to quote the rate on Ex-Works basis.</p> <p>(A) The freight &amp; insurance charges shall be on bidder's account which will re-imbursed as per BHEL Freight Rate contract which is presently @ Rs 39.76 / Km. Freight &amp; Insurance Charge calculation shall be based on minimum distance as per Google MAP subject to minimum distance of 300 Km.</p> <p>(B) The above rate is based on Average Diesel Price (Rs 90.16) in the month of Jul-21 in Lucknow. Percent increase / decrease in freight rate shall be 0.30 times of percent increase / decrease in average diesel price w.r.t average diesel price of Jul-21.</p> <p>(C) The BHEL freight rate applicable as on date of issue of LR / PO Delivery (whichever is lower) shall be taken for calculation of freight.</p>	<input type="checkbox"/> Accepted

**Annexure-I**

		<p>Example –</p> <p>If the PO delivery / LR Date is Dec-21 and Average Diesel rate in Dec-21 is Rs 100</p> <p>% increase in diesel price= <math>(100-90.16)/90.16 = 10.91\%</math></p> <p>% increase in Freight = <math>0.3 \times 10.91 = 3.27\%</math></p> <p>Rate applicable in Dec-21 = <math>39.76 \times 1.0327 = 41.06</math></p>	
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 30 months</b> from date supply or 24 months from date of commissioning whichever is earlier.	<input type="checkbox"/> Accepted
	(B)	Loading due to non-acceptance of Guarantee period	<input type="checkbox"/> Accepted
	(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/ documents</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. <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 ).</b>	<input type="checkbox"/> Accepted
	(B)	For supply portion, value shall be 80% of the total value. For Installation & Commissioning (I&C), value shall be 20% of the total order value.	<input type="checkbox"/> Accepted
	(A)	<b><u>BHEL STANDARD TERMS OF PAYMENT:</u></b> <b>For Item #1-Supply Portion:</b> 100% Payment shall be paid within 90 days of receipt and acceptance of material at BHEL/Site. <b>For Item #2- I&amp;C along with civil work 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
<b>OR</b>			

	(B)	<p><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/Site.  Note: 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:</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.</p> <p style="text-align: center;"><b>OR</b></p>	
	(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.		<b>Inspection clause</b> as per enquiry.	<input type="checkbox"/> Accepted
12.		Furnish the signed & stamped copy of Technical Specification & Blank Price Bid along with Technical Offer	<input type="checkbox"/> Confirmed
13.		Acceptance to the participation in the RA (Reverse Auction).	<input type="checkbox"/> Confirmed
14.		Supplier to provide set wise shipping list/ packing list for approval & accordingly items to be supplied.	<input type="checkbox"/> Confirmed
15.		Supplier has to submit dispatch details on supplier information portal in order to allow entry of material inside material gate by security. 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
16.		"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
17.	(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
18.		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 SITE 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 .....**