

Acceptance to salient Terms & Conditions of the Enquiry E9620098 i.e. Techno Commercial Bid

Important: This format is to be submitted in original, along with Part-A of bid, duly signed by the bidders, as proof of acceptance.

Sl.No	DESCRIPTION	TO BE FILLED BY THE VENDOR
A-	Name of the Supplier with Telephone No./Fax No./Email	
B-	Name and Designation of Contact person	
C-	Address of the works at which inspection/delivery is offered.	

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance to Technical terms & conditions including Technical/Purchase Specs as mentioned in ENQUIRY	<input type="checkbox"/> Accepted
2-	Participation by the Bidders in the tender shall be construed as acceptance of the bidder to the General Terms and Conditions JHS2055A-Rev-03 uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf We confirm that we have read the GTC with applicable revision, and accepts the same.	<input type="checkbox"/> Accepted
3-	Conformance / Test Certificate/Warranty Certificate (along with supply) as specified in enquiry will be provided.	<input type="checkbox"/> Yes
4-	Delivery period on CIF, /FOR basis from date of PO issue.Days.
5-	Basic rate quoted is inclusive of packing & forwarding charges. Note: If P&F is not mentioned then it will be treated as Zero.	<input type="checkbox"/> Yes <input type="checkbox"/> No. P&F charges shall be% of Basic Rate.
6-	Taxes and Duties (For indigenous bidders only): -Extra as applicable. a). CGST (Mention N.A if not applicable) b). SGST (Mention N.A if not applicable)	<input type="checkbox"/> Accepted a).....% b).....%

	c). IGST (Mention N.A if not applicable) Vendor to submit GSTIN certificate and copy of PAN card along with Part-1 bid.	c).....%
7-	Taxes and Duties (For Foreign bidders only):- All taxes and duties in their country will be borne by them only and in India same shall be to BHEL account. Refer GTC (JHS2055A-Rev-03) for more detail and same shall prevail.	<input type="checkbox"/> Accepted
8-	Price Bid submitted as per attached price bid format only (Copy of blank price Bid is submitted).	<input type="checkbox"/> Accepted
9-	Acceptance for prices on firm basis and no PVC is applicable.	<input type="checkbox"/> Accepted
10-	Acceptance for prices finalization through reverse auction (R.A) i.e. Acceptance to participation in R.A	<input type="checkbox"/> Accepted
11-	a). Terms of delivery on F.O.R BHEL Jhansi basis (for indigenous bidders). b). Terms of delivery on CIF, basis. (For Foreign bidders) (Pl mention name of Load Port)	<input type="checkbox"/> Accepted
12-	Validity - Quoted prices are valid for 120 days from date of tender opening date.	<input type="checkbox"/> Accepted
13-	Payment Terms (For indigenous bidders) - 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) 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. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	<input type="checkbox"/> Accepted – Within 90 days <input type="checkbox"/> Accepted- Within 45 days for Micro & Small category vendor, UDYAM attached. <input type="checkbox"/> Accepted
14-	Terms of payment (For Foreign Bidders): - Our Standard Payment terms is: (i) 100% Payment through CAD payable on 120 th day of B/L date shall be preferred, or (ii) 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit, to be reckoned from the date of Bill of Lading. All LC charges shall be respective account. LC shall be established two months prior to shipment date. In case of request for confirmed LC, confirmation charges shall be borne by the vendor.	(i) <input type="checkbox"/> Accepted (ii) <input type="checkbox"/> Accepted

15-	No Advance payment terms will be accepted.	<input type="checkbox"/> Accepted
16-	<p><u>Liquidated Damage / Penalty</u> – LD shall be 0.5% per week of delay or part thereof subject to a maximum of 10% of the full order value.</p> <p>In case of any change to the order value, the LD shall be 0.5% of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.</p> <p>In case of staggered delivery schedule, LD shall be 0.5% per week of delay or part thereof subject to maximum of 10% of the undelivered portion.</p> <p>Delivery date as per the terms & conditions of purchase order shall be considered as reference date for calculation of LD. Reference date shall be Bill of Lading date for the calculation of LD for foreign supplier.</p> <p>In case of non-acceptance of BHEL LD clause, suitable loading up to 10% shall be done on suppliers quoted rate to arrive L-1 status.</p>	<input type="checkbox"/> Accepted
17-	<u>Risk Purchase</u> - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the undelivered portion of material from other sources at the supplier's risk & cost.	<input type="checkbox"/> Accepted
18-	<u>Warranty:</u> As per Purchase Enquiry remarks.	<input type="checkbox"/> Accepted
	<u>Warranty Replacement:</u> Goods shall comply with the specifications for material, workmanship and performance. Any replacement of defective / failed item due to unsatisfactory performance and defects in design, materials and workmanship during above warranty period shall be replaced free of cost within one month from the date of intimation in the basis of FOR Bhel Jhansi basis/ Customer site. Custom Clearance/Duty payment and any /all expenses towards replacement of defective/failed material shall be borne by supplier.	
19-	Please furnish shipping Dimension & Weight of consignment in your offer.(For Foreign Suppliers)	No. of package ----- Dimension of each package 1- Length ----- 2- Width ----- 3- Height ----- 4- Weight -----
20-	“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
21	a) For Foreign Bidders-No. of days to generate Bill of Lading after dispatch clearance.DaysDays

	b) For Indigenous bidders- No of days to reach the material to BHEL, Jhansi after Dispatch clearance.	
22	Inspection Clause as per Enquiry remark.	<input type="checkbox"/> Accepted
23	Local Content %	-----%
24	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common;</p> <p>Or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; Or</p> <p>c)they have the same legal representative/agent for purposes of this bid;</p> <p>Or</p> <p>d)they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder,</p> <p>Or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However</p> <p>, this does not limit the inclusion of the Components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid;</p> <p>Or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of the ir principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal,?</p> <p>Or</p>	<input type="checkbox"/> Accepted

	<p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid,</p> <p>Or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively</p> <p>Declare such sister/ common business/ management units in same/ similar line of business.</p>	
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Notes: -

- 1) If rates are disclosed in covering letter or through any other format along with techno-commercial bid (Part-I), offer may not be considered.
- 2) **Evaluation of bid** will be done on landed cost to BHEL 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) In case of CIF, incoterm, freight and insurance shall be added up to BHEL, Jhansi for arriving at L1/L2 status. Loading shall be done as per BHEL Freight contract.

Signature of Supplier & seal :

Date :

Name of contact person :

Mobile No. :

Landline with STD code & E-mail :