

**BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120**

(A Govt. of India undertaking)

Material Management Department**ANNEXURE-B**

SUPPLIER'S NAME-.....

PURCHASE ENQUIRY NO.-.....

Mandatory sheet regarding instruction to bidders for compliance for enquiry

Important: This format is to be submitted, along with Part-1 of bid, duly signed by the bidder. 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.

S.N.	Description	Supplier's Response (Tick appropriate Response)
1	We confirm that our offer meets in Toto all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	☐ Accepted
2	Technical deviations, if any, are to be clearly brought out in offer itself. (Note: Offers with technical deviations are liable for rejection)	☐ Yes / ☐ NA
3	<u>Delivery-</u>	
3.1	Shortest Delivery period in number of days from date of Purchase Order for supply of items. (PI note after expiry of this period, penalty due to late delivery will be applicable)	 Days
3.2	Installation & commissioning period in days from call of commissioning. (PI note after expiry of this period, penalty due to late delivery will be applicable)	 Days
4	Rate of GST applicable on item (Not applicable for foreign suppliers)	
5	Any additional benefit accruing to supplier during the course of execution of contract in form of input tax credit relating to subject items under GST will be passed on to BHEL.	☐ Accepted
6	Basic rate quoted is inclusive of packing & forwarding charges	☐ Yes / ☐ No
7	if answer to Sl. No.-8 is 'NO', Mention P&F charges as % of basic rate	%
8	Rates quoted in the price bid are on FOR: BHEL, Jhansi for Indian suppliers or on CIF: Mumbai basis for foreign suppliers.	☐ Accepted ☐ Not accepted
9	If rates are Ex-works, suitable loading as decided by BHEL shall be considered for Freight & Insurance charges	☐ Accepted ☐ Not accepted
10	Foreign supplier have to mention Airport/Seaport of dispatch	
11	Offer should remain valid up to 120 days from the tender opening date	☐ Accepted
12	Inspection clause as per Purchase Enquiry remark	☐ Accepted
13	Prices should be remain firm till execution of the contract	☐ Accepted
14	Warranty clause as per Purchase Enquiry remark	☐ Accepted
15	<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/ repaired free of cost within one month from date of intimation on the basis of FOR BHEL Jhansi/ Customer site. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	☐ Accepted
16	Test certificate / Warranty certificate/ Conformance certificate/ Instructions Manuals as specified in enquiry header will be provided along with supply.	☐ Accepted
17	BHEL reserves the right to go for reverse auction(RA) for finalisation of purchase order	☐ Accepted
18	Vendor to submit GSTIN certificate and copy of PAN card along with Part-1 of bid.	☐ Submitted
19	<u>Liquidated damage (L.D)-</u> A. LD shall be 0.5% of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value. B. 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. C. 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. Delivery for F.O.R. JHANSI shall take as request date of material at BHEL for LD purpose. Reference date shall be HAWB date for calculation of deduction for foreign supplier. In case of non-acceptance of BHEL LD clause, the suitable loading up to 10% shall be done on suppliers quoted rate to arrive at L-1 status	☐ Accepted
20	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.	☐ Accepted

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21	PAYMENT TERMS	
21.1	For Supply Portion: Our standard payment terms are "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 ". Any deviation from the standard payment terms shall be loaded suitably while evaluation of price bid/in excel sheet of reverse auction. For Installation & Commissioning (I&C) Portion: 100% payment shall be paid against successful I&C and submission of I&C certificate issued by RDSO/IR/BHEL.	☐ Accepted ☐ Not accepted
21.2	For Supply Portion: The bidders who are registered with BHEL under micro & small categories (Refer MSMED Act 2006), payment shall be paid within 45 days (in place of 90 days as above) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL. For Installation & Commissioning (I&C) Portion: 100% payment shall be paid against successful I&C and submission of I&C certificate issued by RDSO/IR/BHEL.	☐ Accepted ☐ Not accepted
21.3	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: • 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.	☐ Accepted ☐ Not accepted
22	Payment terms, in case of foreign supplier quoted LC payment: -	
22.1	For Supply Portion: 90% payment through Irrevocable & unconfirmed LC with 120 days usance period from HAWB/BOL date and balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by end customer / BHEL. (if confirmed LC is required, confirmation charges will be in supplier's account) For I&C Portion: 100% payment shall be paid against successful I&C and submission of I&C certificate issued by RDSO/IR/BHEL.	☐ Accepted ☐ Not accepted
22.2	Bank charges for opening of LC is in BHEL account and LC negotiation charges will be in supplier account.	☐ Accepted
22.3	Any other LC payment terms will be loaded for deviation period (deviation period @ {base rate of state bank of India + 6%}) per annum	☐ Accepted
23	Risk Purchase- If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller.	☐ Accepted
24	Vendor has to confirm their contact number, name of contact person, email id in offer.	☐ Confirmed
25	The General Terms and Conditions (GTC) of Enquiry for - JHS 2055A Rev 02 sent along with purchase enquiry as annexure-A as well as uploaded on SIP at https://www.bheljhs.co.in/apps/sip/enq_terms/enq_terms18042017.pdf has been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry..	☐ Accepted

Note- 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.

Signature with seal.....

Name

Contact No.....

Company's Name