

Mandatory sheet regarding instruction to bidders for compliance for Enquiry

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	Supplier's confirmation/ comments (Tick Appropriate Answer)
1.	(A) This tender being issued to enter into framework agreement (Rate Contract) due to bulk requirement. The validity of the contract will be for Two Years for ordering from the date of entering into rate contract and further Three Months thereafter for supply.	☐ Accepted
	(B) Quantity indicated shall be tentative and subject to +/-30% Variation.	☐ Accepted
	(C) Total qty. shall be distribute at the Ratio of 70:30 on L1:L2 vendors (subject to at least three Techno-Commercial qualified supplier). If L2 Vendor not accept the L1 rate, same will be offered to L3, L4 and so on, for entering into framework contract.	☐ Accepted
	(D) Qualifying Criteria: Vendors have to fulfill the requirements mentioned in attached QR Annexure-B & submit the supporting documents accordingly.	☐ Confirmed
	(E) 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.	☐ Confirmed
	(F) Length of Extra Cable shall be 10.5 meter	☐ Confirmed
	(G) Technical deviations, if any, are to be brought out clearly in offer itself. (note: offers with technical deviations are liable for rejection)	☐ No Deviation ☐ Technical Deviation
2.	(A) <u>Delivery-</u> commencement of supply in days from date of PO	_____ Days
	(B) <u>Capacity To Supply per month</u> (in nos.) against this contract.	 nos.
3.	(A) Packing & Forwarding charges (mention % if not inclusive applicable)	☐ Inclusive ☐%
4.	(A) GST Rate 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.	☐ 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.	☐ Confirmed
5.	(A) Delivery terms (F.O.R BHEL Jhansi basis)	☐ FOR BHEL Jhansi ☐ Ex-works
	(B) Freight & insurance charges per no. or in percentage (Mention Nil/ 0% if not applicable)	RS. Or..... %
	(C) If rates are ex-works, applicable Freight & Insurance charges will be loaded to arrive relative status i.e. L1, L2...etc.	☐ Confirmed
6.	<u>PVC (Price Variation Clause):</u> - Prices shall remain firm till execution of the contract. Price Variation Clause is not applicable.	☐ Accepted

7.		Validity:- The offer should remain valid up to 120 days from the tender opening date	☐ Accepted
8.	(A)	Guarantee Period: 24 months from date of dispatch or 18 months from date of commissioning whichever is earlier.	☐ Accepted
	(B)	Loading Criteria for compliance of lesser months than required in Enquiry: There will be suitable loading on offer price per month.	☐ Confirmed
	(C)	Offer received with less than 12 months Guarantee Period shall be liable for rejection.	☐ Confirmed
	(D)	Warranty replacement: 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. Any replacement during warranty period shall be provided on F.O.R. BHEL Jhansi/ Customer Site basis.	☐ Accepted
	(E)	Test certificate / Guarantee certificate as specified in enquiry header) will be provided (along with supply).	☐ Confirmed
9.	(A)	Liquidated Damage (L.D.): 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. 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).	☐ 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.	☐ Accepted
10.		TERMS OF PAYMENT:	
	(A)	BHEL STANDARD TERMS OF PAYMENT: 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. (For any other days loading will be done) OR	☐ Accepted ☐ Not applicable
	(B)	The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006): 100% Payment shall be paid within 45 days from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL. Note: if there is any objection, will be treated at par with BHEL standard terms of payment. OR	☐ Accepted ☐ Not applicable
	(C)	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 applicable
11.		Inspection clause as per Enquiry remark.	☐ Accepted

12.	Furnish the Blank Price Bid along with Technical Offer	☐ Confirmed
13.	Furnish the signed & stamped copy of Technical Specification	☐ Confirmed
14.	Please furnish per unit shipping dimensions & weight.	☐ Confirmed
15.	(A) Risk Purchase - 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.	☐ Accepted
	(B) In case of non-compliance, there will be suitable loading on offer price.	☐ 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 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."	☐ Confirmed
17.	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: https://www.bheljhs.co.in/apps/sip/login.php	☐ Confirmed
18.	Integrity Pact as per the attached Annexure-E is being issued as a part of the bidding document & shall be returned by the bidder along with the bid duly filled & signed with seal by the authorized signatory who signed the bid, otherwise bid will not be considered. Note: for this item, IEM shall be Shri Arun Chandra Verma, IPS (Retd.) and Shri Virendra Bahadur Singh, IPS (Retd.)	☐ Accepted
19.	All the General Terms & Conditions REV. 03 of Enquiry which have been uploaded at https://www.bheljhs.co.in/index_en.php have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry	☐ 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 F.O.R. 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