Annexure- VII

Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4691041

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 issue 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)	Supplier must 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
	(D)	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)	**Delivery-** commencement of supply in days **from date of PO**	_ _ _ _ _ Days
	(B)	**Capacity To Supply per month:** in no. of sets of any type per month against this contract	…………. nos.
	(C)	**Vendor to commit monthly capacity of 8 to 10 sets, reserved for BHEL Jhansi.**	☐ Confirmed
	(D)	**Delivery period of Tap Switch should be less than 8 weeks (maximum) from the date of PO placement.**	☐ Confirmed
3.	(A)	**Packing & Forwarding charges:** (mention % if not inclusive)	☐ Inclusive ☐ ………%
	(B)	**Packing Instructions:** As OCTS is a critical component, the same is to be dispatched in a fully enclosed Sturdy Wooden Case duly protected from moisture or dirt. Lifting Instruction and 'Top' marking duly stenciled on the case.	☐ Confirmed
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:-** **For Indian supplier** (FOR BHEL Jhansi basis) / **For foreign supplier** (FCA foreign airport)	☐ FOR BHEL Jhansi ☐ Ex works ☐ FCA foreign airport
	(B)	Freight & insurance charges per no. or in percentage (Mention Nil/ 0% if not applicable)	RS.……. Or…… %
	(C)	For Indian supplier, if rates are ex-works, applicable Freight & Insurance charges will be loaded to arrive relative status i.e. L1, L2…etc.	☐ Accepted
	(D)	Foreign supplier to mention **Airport** of dispatch as applicable	……………………
	(E)	For foreign supplier, if rates are FCA foreign airport, applicable Custom Duty, Air freight charges up to Mumbai airport and applicable Safexpress Rate for Freight & Insurance charges from Mumbai to	☐ Accepted

		Jhansi will be loaded to arrive relative status i.e. L1, L2…etc.	
6.		**<u>PVC (Price Variation Clause)</u>: -** Prices shall remain firm till execution of the contract. **Price Variation Clause is not applicable.**	☐ Accepted
7.		**<u>Validity:-</u>** The offer should remain valid up to **120 days** from the tender opening date	☐ Accepted
8.	(A)	**<u>Guarantee Period:</u>** 24 months from date of dispatch or 18 months from date of commissioning whichever is earlier.	☐ Accepted
	(B)	**<u>For additional Guarantee period:</u>** Some of the customer require additional guarantee period. For such cases, vendor has to give additional guarantee maximum 60 months from date of commissioning & BHEL shall pay additional charges to vendor. Therefore, vendor has to quote incremental cost for every six month for additional guarantee as per our price bid.	
	(C)	**<u>Warranty replacement</u>:** 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 by supplier on F.O.R. BHEL Jhansi/ Customer Site basis.**	☐ Accepted
	(D)	Test certificate / Guarantee certificate as specified in enquiry) will be provided (along with supply).	☐ Confirmed
9.	(A)	**<u>Liquidated Damage (L.D.):-</u>** 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)	**<u>BHEL STANDARD TERMS OF PAYMENT:</u>** 100% Payment shall be paid within 90 days 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. (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, on direct presentation of the documents. **Note:** if there is any objection for MSMED status, payment term will be treated at par with BHEL standard terms of payment. **OR**	☐ Accepted ☐ Not applicable
	(C)	**<u>Any Other Payment Term Like:</u>** **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. **OR**	☐ Accepted ☐ Not applicable

	(D.i)	**Payment Term For Foreign Supplier Only (LC Payment Terms)** 100% payment through Irrevocable & unconfirmed LC with 120 days usance period from HAWB/BOL date. **(if confirmed LC is required, confirmation charges will be in supplier's account)**	☐ Accepted ☐ Not applicable
	(D.ii)	Bank charges for opening of LC is in BHEL account and LC negotiation charges will be in supplier account.	☐ Accepted
	(D.iii)	For any other LC payment terms will be loaded for deviation period **(Deviation Period @ ({Base Rate Of State Bank Of India + 6%}/365) Per Annum.**	☐ Accepted
11.		**Inspection clause as per enquiry:** As per applicable QAP (WO/ PO wise) Pre Dispatch Inspection may be carry out at vendor's works by BHEL or Third Party Inspection Agency or BHEL's End Customer. The intimation shall be given to supplier along with individual PO. **Note: Supplier shall raise Inspection Call at least 10 days in advance for arranging inspection at their works.**	☐ Accepted
12.		**Acceptance Of** Participation In **Reverse Auction** As Per Enquiry.	☐ Accepted ☐ Not accepted
13.		**Reverse Auction-** BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.	☐ Confirmed
14.		Furnish the Blank Price Bid (Annexure-VIII) along with Technical Offer	☐ Confirmed
15.		Furnish the signed & stamped copy of Technical Specification	☐ Confirmed
16.		Please furnish per unit shipping dimensions & weight.	☐ Confirmed
17.		There will be no distribution clause. Full quantity (Item wise) shall be consider for awarding of Rate Contract on single bidder on L1 basis.	☐ Accepted
18.		**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
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 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
20.		**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
21.		**All the General Terms & Conditions REV. 02** 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 ………………………