

**Annexure -2**

**Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4661041**

**Important:** This format is to be submitted in original, along with part-1 of bid, duly signed by the bidder, as proof of acceptance.

| 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.                                                                                                                                                                                                                                                   | Accepted                          |
|         | (B) Technical deviations, if any, are to be clearly brought out in offer itself.<br>(note: offers with technical deviations are liable for rejection)                                                                                                                                                                                                                                                            | Accepted                          |
| 2.      | <b><u>DELIVER-</u></b> Commencement of supply in days from date of PO                                                                                                                                                                                                                                                                                                                                            | _____ days                        |
| 3.      | <b>Packing &amp; Forwarding charges</b> (if applicable)                                                                                                                                                                                                                                                                                                                                                          | .....%                            |
| 4.      | (A) Excise duty (mention NA if not applicable)                                                                                                                                                                                                                                                                                                                                                                   | .....%                            |
|         | (B) (I) VAT (Mention NA if not applicable)                                                                                                                                                                                                                                                                                                                                                                       | .....%                            |
|         | (II) CST (Mention NA if not applicable)                                                                                                                                                                                                                                                                                                                                                                          | .....%                            |
| 5.      | (A) i)- Delivery terms (F.O.R BHEL JHANSI basis) for Indian supplier.<br>(ii)-Ex-works/ FCA foreign airport for foreign supplier                                                                                                                                                                                                                                                                                 | Accepted                          |
|         | (B) If rates are ex-works, amount of freight & insurance charges                                                                                                                                                                                                                                                                                                                                                 | RS. .... Or.... %                 |
|         | I Foreign supplier to mentioned airport of dispatch                                                                                                                                                                                                                                                                                                                                                              |                                   |
| 6.      | (A) <b>Type Test Charges</b> (if applicable)                                                                                                                                                                                                                                                                                                                                                                     | .....%                            |
|         | (B) <b>Service Tax on Type Test Charges</b> (mention NA if not applicable)                                                                                                                                                                                                                                                                                                                                       | .....%                            |
| 7.      | <b><u>PVC:</u></b> - Prices shall remain firm till execution of the contract.                                                                                                                                                                                                                                                                                                                                    | Accepted                          |
| 8.      | <b><u>Validity:-</u></b> The offer should remain valid up to <b>120 days</b> from the tender opening date                                                                                                                                                                                                                                                                                                        | Accepted                          |
| 9.      | (A) <b><u>Guaranty Clause:</u></b> 18 months from date of dispatch or 12 months from date of commissioning whichever is earlier.                                                                                                                                                                                                                                                                                 | Accepted                          |
|         | (B) <b><u>Warranty replacement:</u></b> Any replacement during warranty period shall be provided on F.O.R. BHEL Jhansi/ Customer Site.                                                                                                                                                                                                                                                                           | Accepted                          |
|         | I Test certificate / Guarantee certificate as specified in enquiry header) will be provided (along with supply).                                                                                                                                                                                                                                                                                                 | Accepted                          |
| 10.     | <b><u>Liquidated Damage (L.D.):</u></b> - Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of 1/2% the prices of goods in arrear per week subject to a maximum of 10% of the order value.<br><br><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> | Accepted                          |
| 11.     | Inspection clause as per enquiry remark-2                                                                                                                                                                                                                                                                                                                                                                        | ACCEPTED                          |
| 12.     | <b>TERMS OF PAYMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                   |
|         | (A) <b><u>BHEL STANDARD TERMS OF PAYMENT:</u></b> 100% payment after 60 days of receipt and acceptance of material at BHEL works. OR                                                                                                                                                                                                                                                                             | Accepted                          |

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|     |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |
|-----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|     | (B) | The bidders, who are registered with BHEL under micro & small categories (refer MSMED act 2006) & quoted payment within 45 days of DRS (in place of after 60 days as per clause 11-a above).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Accepted  |
|     | I   | <p><b>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.</b></p> <p>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):<br/><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- I) opening date. Base rate of SBI is available at SBI site. At present base rate of SBI is 9.30%. 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> | Accepted  |
|     | (D) | <p><b>a-PAYMENT TERM FOR FOREIGN SUPPLIER ONLY (LC PAYMENT TERMS)- 100%</b> of supply value through irrevocable &amp; unconfirmed LC payment terms with 90 days usance period from <b>HAWB</b>. Bank charges for opening of LC is in BHEL account and LC negotiating charges will be supplier account. <b>(IF CONFIRMED LC IS REQUIRED, CONFIRMATION CHARGES WILL BE SUPPLIER ACCOUNT)</b></p> <p><b>b-</b> for LC payment terms will be loaded for deviation period (deviation period @ <math>\{(\text{base rate of state bank of India} + 6\%)/365\}</math> ) per annum</p> <p><b>c-</b> for any other LC payment terms will be loaded for deviation period (deviation period @ <b>{BASE RATE OF STATE BANK OF INDIA + 6%} ) PER ANNUM</b></p>                                                                                                                                                                                                                                                         | Accepted  |
| 13. |     | BHEL will not provide any material for installation and commissioning. All material required for installation and commissioning of the equipment will be your scope. Hence kindly confirm that all material required for installation and commissioning shall be supplier scope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Accepted  |
| 14. |     | <b>REVERSE AUCTION-</b> BHEL RESERVES THE RIGHT TO GO FOR REVERSE AUCTION INSTEAD OF OPENING THE SUBMITTED SEALED BID, WHICH WILL BE DECIDED AFTER TECHNICAL EVALUATION.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ACCEPTED  |
| 15. |     | "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."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Accepted  |
| 16. |     | All other terms and conditions unless otherwise specified and directed are as per general terms and condition of purchase enquiry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Confirmed |

**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 .....

NAME .....

COMPANY'S NAME .....

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