

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	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/ Not Accepted
	(B)	Technical deviations, if any, are to be clearly brought out in offer itself. (note: offers with technical deviations are liable for rejection)	Accepted/ Not Accepted
2.		<u>Delivery-</u> commencement of supply in days from date of PO	 Days
3.		Packing & Forwarding charges (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)	%
		(III) CUSTOM DUTY (Mention NA if not applicable)	%
		(IV) CVD (Mention NA if not applicable)	%
5.	(A)	Delivery terms (F.O.R BHEL Jhansi, India basis) for Indian supplier / FCA foreign airport for foreign supplier	Accepted/ Not Accepted
	(B)	If rates are ex-works, amount of freight & insurance charges	RS. Or.... %
	(C)	Foreign supplier to mention airport of dispatch	
6.		<u>PVC (Price Variation Clause):</u> - Prices shall remain firm till execution of the contract. Price Variation Clause is not applicable.	Accepted/ Not Accepted
7.		<u>Validity:-</u> The offer should remain valid up to 120 days from the tender opening date	Accepted/ Not Accepted
8.	(A)	<u>Guarantee Period:</u> 24 months from date of dispatch or 18 months from date of commissioning whichever is earlier.	Accepted/ Not Accepted
	(B)	<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 on F.O.R. BHEL Jhansi/ Customer Site.	Accepted/ Not Accepted
	(C)	Test certificate / Guarantee certificate as specified in enquiry header) will be provided (along with supply).	Accepted/ Not Accepted
9.		<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/ Not Accepted

10.		TERMS OF PAYMENT:	
	(A)	<u>BHEL STANDARD TERMS OF PAYMENT:</u> 100% Payment After 60 Days Of Receipt And Acceptance Of Material At BHEL Works. (For Any Other Days Loading Will Be Done) OR	Accepted/ Not Accepted
	(B)	The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006) & quoted payment within 45 days of DRS, if there is no objection will also be treated at par with standard terms of payment. OR	Accepted/ Not Accepted
	(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 75 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- 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.	Accepted/ Not Accepted
11.		Inspection clause as per enquiry.	Accepted/ Not Accepted
12.		Furnish the Blank Price Bid along with Technical Offer	Confirmed
13.		Furnish the signed & stamped copy of Technical Specification & QR Sheet	Confirmed
14.		"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."	Accepted/ Not Accepted
15.		<u>Risk Purchase</u> - 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/ Not Accepted
16.		All other terms and conditions unless otherwise specified and directed are as per general terms and condition of purchase 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 CHARGES AS PER THE FREIGHT RATE OF BHEL JHANSI TRANSPORT CONTRACT FOR INCOMING MATERIAL UNDER "PART / SMALLS CONSIGNMENT CATEGORY" PLUS @2% OF FREIGHT AND FOR INSURANCE OFFER WILL BE LOADED @ 0.07% ON (BASIC + ED + CST / VAT + FRT+INSURANCE.) TO ARRIVE RELATIVE STATUS I.E. L1, L2...ETC.

SIGNATURE

NAME

COMPANY'S NAME