



BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120

(A Govt. of India undertaking)

Material Management Department

Mandatory sheet regarding instruction to bidders for compliance for enquiry - E4661068

Important: This format is to be submitted in original, 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. no.	Description	Supplier's confirmation/ comments (Tick appropriate Answer)
1.	(a) 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 ☐ 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)	☐ Yes / ☐ NA
2.	(a) <u>Delivery Schedule:</u> (i) Commencement of supply from date of PO (in days/weeks)	-----
3.	(a) Excise duty (Mention NA if not applicable)	ë ë ë ë ..%
	(b) (i) VAT (Mention NA if not applicable) (ii) CST against ÓCôform (Mention NA if not applicable)	ë ë ë ë ë % ë ë ë ë ë %
	(c) Basic rate quoted is inclusive of packing & forwarding charges	☐ Yes / ☐ No
	(d) if answer to s. no. 3 (c) is ÑOÑ Mention P&F charges as % of basic rate	ë ë ..ë ..ë %
4.	(a) <u>Delivery terms:-</u> (FOR BHEL Jhansi basis for Indian supplier) / (FCA foreign Airport or FOB foreign Seaport for foreign supplier)	☐ FOR BHEL Jhansi/ FCA/ FOB ☐ Ex-works
	(b) If rates are Ex-works, suitable loading as decided by BHEL shall be considered for Freight & Insurance charges	☐ Accepted
	(c) Foreign supplier have to mention Airport/Seaport of dispatch	ë ë ë ë ë
5.	Offer should remain valid up to 120 days from the tender opening date	☐ Accepted
6.	(a) Inspection clause as per Enquiry remark	☐ Accepted
	(b) Prices should be remain firm till execution of the contract	☐ Accepted
7.	<u>Guarantee clause:</u> 24 months from date of dispatch or 18 months from date of commissioning, whichever is earlier. The commissioning date shall be the date from which the equipment is in satisfactory operation at customer site.	☐ Accepted
8.	<u>Warranty replacement:</u> The equipment shall be guaranteed for satisfactory operation and against the defects in design, materials & workmanship for above guarantee period. Any replacement of defective/failed equipment during above guarantee 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
9.	Test certificate / Guarantee certificate as specified in enquiry header will be provided along with supply.	☐ Accepted
10.	<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. Reference date shall be HAWB date for calculation of deduction for foreign supplier. 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



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11.		Terms of Payment:	
	(i)	<u>BHEL standard terms of payment:</u> For Supply Portion: 100% Payment shall be paid after 60 days of receipt and acceptance of material at BHEL.	☐ Accepted ☐ Not accepted
	(ii)	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 60 days as above) of DRS for supply portion, if there is no objection will also be treated at par with standard terms of payment.	☐ Accepted ☐ Not applicable
	(iii)	<u>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.</u> 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 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
	(iv)	Payment terms, in case of foreign supplier quoted LC payment: - For Supply Portion: 100% payment through Irrevocable & unconfirmed LC with 90 days usance period from HAWB/BOL. (if confirmed LC is required, confirmation charges will be in supplier's account)	☐ Accepted ☐ Not accepted
		Bank charges for opening of LC is in BHEL account and LC negotiation charges will be in supplier account.	☐ Accepted
		For any other LC payment terms will be loaded for deviation period (deviation period @ {base rate of state bank of India + 6%}) per annum	☐ Accepted
12.		"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
13.		<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
14.		<u>Reverse Auction:</u> - BHEL reserves the right to go for reverse auction instead of opening the submitted sealed envelope price bid submitted by the bidders. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participation in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.	☐ Accepted
15.		All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST)."	☐ Accepted
16.		All other terms and conditions unless otherwise specified and directed are as per general terms and condition of purchase 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

Company's Name

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