

Mandatory sheet regarding instruction to bidders for compliance for Enquiry E4611020.

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)	☐ Yes / ☐ NA
2.	Delivery- from date of PO	
	(A) Commencement of supply in days from date of PO OR DRAWING APPROVAL WHICH EVER WILL BE LATER.	 Days
	(B) Installation & commissioning period in days from call of commissioning	 Days
	(C) Essential components required for Installation & commissioning is in supplier's scope.	☐ Confirmed
	(D) Vendor should not be delisted by the RDSO customer on tender opening date.	☐ Confirmed
3.	Packing & Forwarding charges (if applicable)	%
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.	Delivery terms:- VENDOR HAS TO QUOTE EX-WORKS. Depending on BHEL requirement, the equipment can be delivered directly at sites OR at BHEL Jhansi. The bidder has to quote the rate on Ex-Works basis. (A) The freight & insurance charges shall be on bidder's account which will re-imbursed as per BHEL Freight Rate contract which is presently @ Rs 39.76 / Km. Freight & Insurance Charge calculation shall be based on minimum distance as per Google MAP subject to minimum distance of 300 Km. (B) The above rate is based on Average Diesel Price (Rs 90.16) in the month of Jul-21 in Lucknow. Percent increase / decrease in freight rate shall be 0.30 times of percent increase / decrease in average diesel price w.r.t average diesel price of Jul-21. (C) The BHEL freight rate applicable as on date of issue of LR / PO Delivery (whichever is lower) shall be taken for calculation of freight.	☐ Accepted

Annexure-I

		Example – If the PO delivery / LR Date is Dec-21 and Average Diesel rate in Dec-21 is Rs 100 % increase in diesel price= $(100-90.16)/90.16 = 10.91\%$ % increase in Freight = $0.3 \times 10.91 = 3.27\%$ Rate applicable in Dec-21 = $39.76 \times 1.0327 = 41.06$	
6.		PVC (Price Variation Clause): - 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 30 months from date supply or 24 months from date of commissioning whichever is earlier.	☐ Accepted
	(B)	Loading due to non-acceptance of Guarantee period	☐ Accepted
	(C)	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.	☐ Accepted
	(D)	Test certificate / Guarantee certificate/ documents 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)	Vendor to quote total value for scope of work (supply + I&C).	☐ Accepted
	(B)	For supply portion, value shall be 80% of the total value. For Installation & Commissioning (I&C), value shall be 20% of the total order value.	☐ Accepted
	(A)	<u>BHEL STANDARD TERMS OF PAYMENT:</u> For Item #1-Supply Portion: 100% Payment shall be paid within 90 days of receipt and acceptance of material at BHEL/Site. For Item #2- I&C along with civil work Portion: 100% payment shall be paid within 90 days after receipt of confirmation of work completion in the form of MOM between vendor and customer. OR	☐ Accepted ☐ Not applicable

	(B)	The bidders, who are registered with BHEL under micro & small categories (refer MSMED ACT 2006) For Supply Portion: 100% Payment shall be paid within 45 days of receipt and acceptance of material at BHEL/Site. Note: if there is any objection, will be treated at par with BHEL standard terms of payment	☐ Accepted ☐ Not applicable
		For I&C Portion: 100% payment shall be paid within 45 days after receipt of confirmation of work completion in the form of MOM between vendor and customer. OR	
	(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. 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 applicable
11.		Inspection clause as per enquiry.	☐ Accepted
12.		Furnish the signed & stamped copy of Technical Specification & Blank Price Bid along with Technical Offer	☐ Confirmed
13.		Acceptance to the participation in the RA (Reverse Auction).	☐ Confirmed
14.		Supplier to provide set wise shipping list/ packing list for approval & accordingly items to be supplied.	☐ Confirmed
15.		Supplier has to submit dispatch details on supplier information portal in order to allow entry of material inside material gate by security. Supplier can login on supplier information portal through following link: https://www.bheljhs.co.in/apps/sip/login.php	☐ 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."	☐ Accepted
17.	(A)	<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
	(B)	Loading due to non-acceptance of Risk Purchase.	☐ Accepted
18.		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 FOR BHEL SITE BASIS (INCLUDING FREIGHT & INSURANCE). IN CASE OF ACCEPTANCE OF TERMS OF DELIVERY AS "EX-WORKS" THEN OFFER WILL BE LOADED FOR FREIGHT & INSURANCE CHARGES @2.07% TO ARRIVE RELATIVE STATUS I.E. L1, L2...ETC.

SIGNATURE

NAME

COMPANY'S NAME