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ANNEXURE-1

Mandatory Sheet regarding instruction to bidders for compliance
Enquiry No. E6240003

Important: This format to be submitted in original, along with Part-I 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	Vendors Remark/ Confirmation
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. All submitted documents of offer should be signed & sealed.	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
2.	(a) We confirm that documents in support of qualifying requirements submitted along with Techno commercial bid.(Part-A). Qualifying requirement will be as per Annexure- 3 .	Accepted
	(b) Commercial deviations, if any, are to be specifically brought out in offer itself.	Accepted
3.	Terms of payment:	
	(a) <u>BHEL standard terms of payment:</u> Our standard payment term is, "100% payment after 60 days of receipt and acceptance of material at BHEL works." The supplier, who are availing SIDBI/HDFC bill discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated at par with standard terms of payment. 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.	Accepted
	(b) <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-I) opening date. Base rate of SBI is available at SBI site. At present Base Rate of SBI is 10%. In case where there are deferred payment terms i.e. payment in more that one stage, loading shall be done on pro-rata basis on the deferred amounts.	Accepted
4.	<u>Firm Price:</u> Prices shall remain firm till execution of the contract.	Accepted
5.	<u>Liquidity 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, L.D. Clause loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	Accepted
6.	<u>Validity:</u> The offer should remain valid up to 90 days from the tender opening date.	Accepted

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7.	<u>Guarantee/Warranty on spare parts:</u> All parts replaced/repared should be guaranteed for minimum period of 12 months during warranty period shall be provided on F.O.R. BHEL Jhansi. Custom clearance and due payments (in case of imported items) shall be to the account of vendor only. Please give appropriate guarantee/warranty on spare parts replaced.	Accepted
8.	<u>Undertaking:</u> Please give undertaking that no extinguisher or gas cartridges would be supplied partially refilled.	Accepted
9.	<u>Packed weight & Value:</u> Please furnish packed weight and value of consignment. Please specify clearly.	Accepted
10.	<u>Dealership Certificate:</u> Authorized dealer/sub-dealer shall specifically confirm that dealership/sub-dealership certificate valid on tender opening date has been furnished along with offer.	Accepted
11.	<u>Risk Purchase Clause:</u> If the material is not supplied with stipulated time, BHEL shall be within their right to cancel the contract and purchase material from any other source at the risk and cost from any other supplier. In such an event, it shall be obligatory on defaulting supplier to make good any loss suffered by BHEL.	Accepted
12.	<u>Loading:</u> In case of Ex-works offer, offered price shall be loaded towards freight & insurance as follows:- >500Km -1.07% More than 500Km-2.07%	Accepted
13.	Indicate clearly applicable Sale Tax/VAT, CST against C form in percentage.	Accepted
14.	Un priced price bid submitted along with 'Techno-commercial Bid' Part-1.	Accepted
15.	Excise duty/Service Tax, if applicable are to be indicated clearly.	Accepted
16.	All Annexure from Annexure-1 to 4 have been submitted in 'Techno-commercial Bid' Part-1.	Accepted

Note:

1. The above terms & conditions shall be read in conjunction with BHEL's Standard Terms & Conditions of enquiry. **Wherever difference in terms & conditions is there, the terms & conditions mentioned in this mandatory sheet shall prevail.**
2. In case of any discrepancy/deviation in terms & conditions accepted as mandatory sheet and given in the offer, their acceptance given on mandatory sheet shall be considered.
3. Any deviation in commercial terms and conditions shall be suitably loaded in the offered price.



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Suppliers shall necessarily give following information on this sheet:

- 1. Contact Person's Name :
- 2. Complete postal Address :
- 3. Authentic Mobile No. :
- 4. Authentic Landline No... :
- 5. ECC No. (if applicable) :
- 6. TIN No. :
- 7. Email address :
- 8. PAN No. :

Signature

Name

Company's Name

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