

Mandatory sheet regarding instruction to bidders for compliance**Enquiry No.E6540063**

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
(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.	
(b)	Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)	
(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 4.	
(b)	Commercial deviations, if any, are to be specifically brought out in offer itself.	
Terms of payment:		
(a)	<p><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.</p>	
(b)	<p><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. Prices shall remain firm till execution of the contract.</p>	
<p><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). The offer should remain valid up to 90 days from the tender opening date.</p>		
<p><u>Warranty Replacement:</u> Any replacement during warranty period shall be provided on FOR BHEL Jhansi. Custom clearance and duepayments (in case of imported items) shall be to the account of vendor only.</p>		

for

14

Please furnish packed weight of consignment and value of consignment. Please specify clearly.

Authorized dealer/sub dealer shall specifically confirm that dealership/sub-dealership certificate valid on tender opening date has been furnished along with offer.

Risk Purchase Clause:

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.

In case of **Ex-works** offer, offered price shall be loaded towards freight & insurance as follows:

Below 500Km - 1.0/%

500Km and above - 2.0/%

Indicate clearly applicable Sale Tax/VAT, CST against C form in percentage.

Unpriced price bid submitted

Excise duty, if applicable then indicate clearly.

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.

Suppliers shall necessarily give following information on this sheet:

1. Contact Person's Name :
2. Complete postal Address :
3. Authentic Mobile No./Landline No...../.....
4. FCC No. (if applicable) :
5. Pin No. :
6. E mail address :
7. PAN No. :

Signature

Name

Company's Name

.....

da

INSTRUCTION FOR SUBMISSION OF TENDER

(13)

1. The offers against the enquiry shall be submitted in two parts. The first part called Techno-commercial bid i.e. Part-A shall be un-priced and will be submitted in line with Annexure I & II. The second part called Price-bid i.e. Part-B.
2. The vendors shall submit Part-A and part-B of their bids in two different sealed envelopes duly super scribing- Enquiry No. and part No. of the bid. These two parts of the bid shall be kept together in the third envelope giving enquiry No. due date and time of opening as indicated the tender document.
3. Part-A of the bid alone shall be opened on the due date in presence of the bidders in the first instance. This part of the bid shall be examined in detail. Part-B of the bid shall be opened only for such of the tenders whose Techno Commercial offers are found acceptable by BHEL. Such bidders shall be advised the date and time of opening of part B i.e. price part to their bids. Bidders must carefully go through all the instruction and conditions before filling in part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed. While submitting the bid, these very pages are to be used in original. The vendor is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
5. Bidders not complying with the above and other requirements of the tender shall be liable for rejection. Bidders are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of the technical and commercial parameters.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the attached General terms & conditions for purchase enquiry.
7. No over-writing in any of the documents of Part-A or Part-B is permitted. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall strike out the incorrect information and

Rk

put the correct information duly endorsing each correction with his signatures.

12

8. Indian Vendors , those who are not registered with BHEL, Jhansi must enclose the following statutory documents without which the offer is liable to be rejected:-
 - a) **PAN Card Copy**
 - b) **Copy of TIN documents issued by appropriate Govt. Authority**
 - c) **Excise Registration Copy, if any**
9. Firms on HOLD for particular PMD or Delisted Firms at Jhansi Unit Level or banned firms at corporate level are not allowed to participate in the tender and their offers shall be summarily rejected.
10. All new vendors, who are not already registered with BHEL Jhansi in their own interest should fill up the enlistment/ registration form (separate for Indian and Foreign vendors), which can be downloaded from our website <www.bhel.com>{under column... "Supplier Registration"... "Registration Forms"... "Suppliers outside of India:... "Suppliers within India"}. The registration Form also can be downloaded from BHEL, Jhansi website www.bheljhs.co.in {under Column...'Suppliers information portal'.....forms and formats.}. The fully filled form alongwith relevant documents can be sent separately to BHEL Jhansi at the address given below:-

Sr. Manager (SDC)
Supplier Development Cell,
Admin Building,
Bharat Heavy Electricals Limited
Jhansi-284129
UP (Tel no. 0510-2412791)
11. Price Validity of the Bids: Quoted prices shall be FIRM for the entire contract period and bids submitted shall be valid for 120 days period from the tender due date.
12. No enhancement of rate for whatever cause will be allowed once the quotations accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the scheduled period will entail cancellation of the order in addition to recovery of losses from the successful bidders.
13. Conditional discount if any quoted by bidder shall not be considered while comparative evaluation of offers. However will be considered while

for

11

placing the order if the bidder turns out to be L1 and the condition stated for discount still prevails. Any straight discount offered by the vendor in its quotation shall be considered while making comparative evaluation. The discount shall be applied on Pro-rata basis to all items unless specified otherwise by the bidder. The discount, if offered, should have clear mention in the offer. Un-solicited discounts/revised offers given after Part-1 bid opening shall not be accepted.

14. Evaluation shall be done on item wise basis (unless specified otherwise in enquiry) loading shall be done for the deviations sought by the bidder with regards to commercial terms and conditions.
15. **Delivery Period:** Delivery may be quoted in number of weeks from the date of issue of PO/LOI.
16. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error in which case the amount in figures shall prevail subject to (a) and (b) above.
 - d) If any bidder does not accept the correction of errors, their bids are liable to disqualified.
17. **RISK PURCHASE:** 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.
18. Terms of payment:
 - (a) BHEL standard terms of payment:
Our standard payment term is, "100% payment after 60 days of receipt and acceptance of material at BHEL works." The supplier, who are

be

10

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.

(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.

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 than one stage, loading shall be done on pro-rata basis on the deferred amounts.

Note: Please sign each page of this annexure & submitted along with 'Part-A' bid as to be taken of acceptance.

Signature

Name

Company's Name

Address.....

.....

Per