



**BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120**

(A Govt. of India undertaking)

**Material Management Department**

**Mandatory sheet regarding instruction to bidders for compliance for enquiry - E4661022**

**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
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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
	(b) Technical deviations, if any, are to be clearly brought out in offer itself. <b>(Note: Offers with technical deviations are liable for rejection)</b>	<input type="checkbox"/> Yes / <input type="checkbox"/> NA
2.	(a) <b>Delivery Schedule:-</b> (i) Commencement of supply from date of PO (in days/weeks) (ii) Commencement of I&C period from call of Commissioning (in days/weeks)	----- -----
3.	(a) Excise duty (Mention NA if not applicable)	ō ō ō ō ō ..%
	(b) (i) VAT (Mention NA if not applicable) (ii) CST against % + form (Mention NA if not applicable) (iii) Service tax (for I&C portion only)	ō ō ō ō ō % ō ō ō ō ō % ō ō ō ō ō %
	(c) Basic rate quoted is inclusive of packing & forwarding charges	<input type="checkbox"/> Yes / <input type="checkbox"/> No
	(d) if answer to s. no. 3 (c) is NOq Mention P&F charges as % of basic rate	ō ō ..ō ..ō %
4.	(a) <b>Delivery terms:-</b> (FOR BHEL Jhansi basis for Indian supplier) / (FCA foreign Airport or FOB foreign Seaport for foreign supplier)	<input type="checkbox"/> FOR BHEL Jhansi/ FCA/ FOB <input type="checkbox"/> Ex-works
	(b) If rates are Ex-works, suitable loading as decided by BHEL shall be considered for Freight & Insurance charges	<input type="checkbox"/> Accepted
	(c) Foreign supplier have to mention Airport/Seaport of dispatch	ō ō ō ō ō
5.	Offer should remain valid up to <b>120 days</b> from the tender opening date	<input type="checkbox"/> Accepted
6.	(a) Inspection clause <b>as per Enquiry remark</b>	<input type="checkbox"/> Accepted
	(b) Prices should be remain firm till execution of the contract	<input type="checkbox"/> Accepted
7.	<b>Guarantee clause:</b> 30 months from date of dispatch or 24 months from date of commissioning at site, whichever is earlier. The commissioning date shall be the date from which the equipment is in satisfactory operation at customer site.	<input type="checkbox"/> Accepted
8.	<b>Warranty replacement:</b> The System 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.	<input type="checkbox"/> Accepted
9.	Test certificate / Guarantee certificate as specified in enquiry header will be provided along with supply.	<input type="checkbox"/> Accepted
10.	<b>Liquidated damage (L.D.):</b> - 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.  <b>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).</b>	<input type="checkbox"/> Accepted



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11.		Terms of Payment:	
(i)		<b><u>BHEL standard terms of payment:</u></b> <b>For Supply Portion:</b> 90% Payment shall be paid after 60 days of receipt and acceptance of material at BHEL & balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
		<b>For I&amp;C Portion:</b> 100% payment shall be paid against successful I&C and submission of I&C certificate issued by Customer/BHEL.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
(ii)		The bidders, who are registered with BHEL under micro & small categories (Refer MSMED Act 2006) & quoted payment 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
(iii)		<b><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></b> BHEL will load total outflow in case of alternate payment terms, as follows: <ul style="list-style-type: none"> <li>for documents through Bank/COD (cash on delivery i.e. against DRS):  <b>for 75 days @ (base rate of SBI+6%) per annum</b></li> </ul> 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
(iv)		<b><u>Payment terms, in case of foreign supplier quoted LC payment:-</u></b> <b>For Supply Portion:</b> 90% payment through Irrevocable & unconfirmed LC with 90 days usance period from Airway bill date and balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by end customer / BHEL. <b>(if confirmed LC is required, confirmation charges will be in supplier's account)</b>	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
		<b>For I&amp;C Portion:</b> 100% payment shall be paid against successful I&C and submission of I&C certificate issued by End customer / BHEL.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted
		Bank charges for opening of LC is in BHEL account and LC negotiation charges will be in supplier account.	<input type="checkbox"/> Accepted
		For any other LC payment terms will be loaded for deviation period (deviation period @ <b>{base rate of state bank of India + 6%} ) per annum</b>	<input type="checkbox"/> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."	<input type="checkbox"/> Accepted
13.		<b><u>Risk purchase</u></b> - 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.	<input type="checkbox"/> Accepted
14.		Please furnish shipping dimensions & weight of complete system in your offer	<input type="checkbox"/> Accepted
15.		<b><u>Reverse Auction-</u></b> BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.	<input type="checkbox"/> Accepted
16.		All other terms and conditions unless otherwise specified and directed are as per general terms and condition of purchase enquiry.	<input type="checkbox"/> 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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