

**BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120****(A Govt. of India undertaking)****Material Management Department****ANNEXURE-B****ENQUIRY NO. -****Mandatory sheet regarding instruction to bidders for compliance for enquiry**

**Important: This format is to be submitted, 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.**

Sl no	Description	Supplier's comments confirmation/ (Tick appropriate Answer)
1	We confirm that our offer meets all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	<input type="checkbox"/> ACCEPTED
2	Is there any technical deviation from the item specification mentioned in enquiry Note: Offers with technical deviations are liable for rejection	<input type="checkbox"/> YES
		<input type="checkbox"/> NO
3	Taxes & duties to be quoted as per GST act 2017	<input type="checkbox"/> ACCEPTED
4	Offer should remain valid up to 90 days from the tender opening date	<input type="checkbox"/> ACCEPTED
5	Rate of GST applicable on item	_____ % Extra GST
6	Shortest Delivery period in number of days/Weeks/months from date of Purchase Order for supply of items.	_____ PO Date
7	Inspection clause as per Purchase Enquiry remark	<input type="checkbox"/> ACCEPTED
8	Prices should be remain firm till execution of the contract	<input type="checkbox"/> ACCEPTED
9	Warranty clause as per Purchase Enquiry remark	<input type="checkbox"/> ACCEPTED
10	Warranty replacement: Goods shall comply with the specifications for material, workmanship and performance. Any replacement of defective/failed item due to unsatisfactory performance and defects in design, materials and workmanship during above warranty 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
11	Test certificate / Warranty certificate/ Conformance certificate/ Instructions Manuals as specified in enquiry header will be provided along with supply.	<input type="checkbox"/> ACCEPTED
12	BHEL reserves the right to go for reverse auction(RA) for finalisation of purchase order ,Applicability As per enquiry	<input type="checkbox"/> ACCEPTED
13	Vendor to submit GSTIN certificate and copy of PAN card along with Part-1 of bid.	<input type="checkbox"/> ACCEPTED
14	<b>Risk Purchase-</b> If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion from alternate source(s) at the Risk and Cost of the Seller.	<input type="checkbox"/> ACCEPTED
15	The General Terms and Conditions ( GTC) of Enquiry for - JHS 2055A Rev 03 sent along with purchase enquiry as annexure-A as well as uploaded on SIP at <a href="https://www.bheljhs.co.in/apps/sip/enq_terms/enq_terms18042017.pdf">https://www.bheljhs.co.in/apps/sip/enq_terms/enq_terms18042017.pdf</a> has been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry.	<input type="checkbox"/> ACCEPTED
16	Basic rate quoted is inclusive of packing & forwarding charges NOTE:- If P&F price not mentioned will be treated as zero.	<input type="checkbox"/> ACCEPTED
		No, Mention P&F charges as ..... % of basic Price

17	<p><b>Liquidated damage (L.D)-</b></p> <p>A. LD shall be 0.5% of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.</p> <p>B. In case of any change to the order value, the LD shall be 0.5% of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.</p> <p>C. In case of staggered delivery schedule, LD shall be 0.5% per week of delay or part thereof subject to maximum of 10% of the undelivered portion.</p> <p>Delivery date as per terms and conditions of purchase order shall be considered as reference date for calculation of LD. Reference date shall be HAWB date for calculation of LD for foreign supplier.</p> <p><b>In case of non-acceptance of BHEL LD clause, the suitable loading up to 10% shall be done on suppliers quoted rate to arrive at L-1 status</b></p>	[ ] ACCEPTED
18	<p>Rates quoted in the price bid are on -: FOR BHEL JHANSI (Freight and insurance up to "BHEL JHANSI " is in vendor Scope and charges are inclusive in quoted price).</p>	[ ] ACCEPTED
19	<p><b>PAYMENT TERMS:</b></p> <p>100 % payment within 90 days ( 45 days for MSE (micro and small category ) suppliers as per relevant act in force) from the date of receipt Of material and submission of clear and admissible bill, Subject to acceptance of material at BHEL, on direct presentation of the documents.</p> <p><b>If vendor is MSE (Micro and small category) kindly submit Updated UDYAM cetificate</b></p>	<p>[ ] Within 45 days (For Micro &amp; Small category vendor, Udaym attached)</p> <p>[ ] Within 90 days (For Non MSE vendor)</p>
<p>*Payments to vendors who are seeking benefits under MSE act shall not be entertained if the Udyam registration submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL). It is hence in the interest of the vendor that they validate the status of udyam registration regularly with BHEL.</p> <p>* Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) – Indigenous Purchase is mentioned in annexure A sl no 22. (Latest Indian government rule shall be applicable)</p> <p>* Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ REPO rate (as on date of Part I bid opening) + 4% per annum, for the purpose of bid evaluation.</p>		
20	<p>Local content in item if any raw material purchasing or manufacturing is being done outside India.</p> <p>Vendor has to provide a certificate from the statutory auditor or cost auditor of the company(in the case of companies) or from practicing Cost Accountant or from a practicing CA(in respect of suppliers other than companies) giving the percentage for Local content in cases of procurement for a value in excess of Rs. 10 Cr.</p>	Yes _____%
21	<p>I certify that-</p> <p>(a) I am not suspended by BHEL Jhansi or any other unit/office of BHEL or any other government organization, and</p> <p>(b) I am not guilty by court of law in India for any offence involving fraud, dishonesty and moral turpitude.</p>	[ ] YES I CERTIFY

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred.

However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment

manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

[ ] ACCEPTED

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

**Name of contact person**

**Mobile No.**

**E-mail**