



BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120

(A Govt. of India undertaking)

Material Management Department

ANNEXURE-2

Mandatory sheet regarding instruction to bidders for compliance for enquiry - E4671061

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 (Tick Appropriate Answer)
1.	(a) This tender is issued to enter into Rate Contract for supply of three types (item no. 1, item no. 2 and item no. 3 of enquiry) of Nitrogen Injection Fire Prevention System (NIFPS) for Oil filled Transformer. The validity of the contract will be Two year for ordering from the date of entering into Rate Contract and upto three months thereafter for supply.	Accepted Not accepted
	(b) 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	Accepted Not accepted
	(c) 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.	(a) <u>Delivery Schedule:-</u> (i) Commencement of supply from date of PO (in weeks) (ii) Commencement of Installation & Commissioning period from call of Commissioning (in weeks) (iii) Commencement of Civil Work period from call of Commissioning (in weeks) (iv) Capacity to supply (in no. of sets of any type) per month against this contract	----- ----- ----- -----
3.	(a) (i) GST for Supply Portion (Mention NA if not applicable) (ii) GST for Service portion (Mention NA if not applicable)	é é é é é % é é é é é %
	(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) Basic rate quoted is inclusive of packing & forwarding charges	Yes / No
	(d) if answer to s. no. 3 (c) is NO Mention Packing & Forwarding charges as % of basic rate	é é .é .é %
4.	(a) <u>Delivery terms:-</u> (FOR BHEL Jhansi basis for Indian supplier) / (FCA foreign Airport or FOB foreign Seaport for foreign supplier)	FOR BHEL Jhansi/ FCA/ FOB Ex-works
	(b) If rates are Ex-works, suitable loading as decided by BHEL shall be considered for Freight & Insurance charges	Accepted
	(c) Foreign supplier have to mention Airport/Seaport of dispatch	é é é é é é
5.	The prices quoted/settled will remain valid for the 06 months from the date of tender opening.	Accepted
6.	<u>Inspection clause:</u> Inspection by End Customer/BHEL representative at Supplier's works	Accepted
7.	Price to be strictly quoted as per our price bid format. Prices should be remain firm & No PVC shall be applicable	Accepted



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8.	(a)	Guarantee clause: Guarantee period is required for 18 months from date of commissioning or 24 months from date of supply, whichever is earlier. Commissioning date shall be the date from which the equipment is in satisfactory operation at site.	Accepted
	(b)	For additional Guarantee period: Some of the customer require additional guarantee period. For such cases, vendor has to give additional guarantee maximum 60 months from date of commissioning & BHEL shall pay additional charges to vendor. Therefore, vendor has to quote incremental cost for every six month for additional guarantee as per our price bid.	Accepted
	(c)	Warranty replacement: 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.	Accepted
9.		Test certificate / Guarantee certificate as specified in enquiry header will be provided along with supply.	Accepted
10.	(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. Reference date shall be HAWB date for calculation of deduction for foreign supplier. Any deviation from, the above LD clause loading will be applied to the extent to which it is not agreed by the bidder at evaluated basic price for supply as per Annexure 4A/4B/4C as applicable)	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 Supplier accordingly"	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.	Accepted
11.		Terms of Payment:	
	(i)	BHEL standard terms of payment: For Supply Portion: 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.	Accepted Not accepted
		For I&C and Civil Work Portion: 100% payment shall be paid against successful I&C and Civil work & submission of I&C certificate issued by Customer/BHEL.	Accepted 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.	Accepted Not applicable



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	(iii)	<u>Any other payment term like: Advance/CAD (Cash against dispatch) etc. will not be accepted from Indigenous as well as Foreign supplier. Offers received with this payment term shall be rejected. LC payment term will be accepted only in case of Foreign supplier.</u> 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
	(iv)	<u>Payment terms, in case of foreign supplier quoted LC payment</u> For Supply Portion: 90% payment through Irrevocable & unconfirmed LC with 120 days usance period from HAWB/BAL date and balance 10% payment shall be paid against successful I&C and submission of I&C certificate issued by end customer / BHEL. (if confirmed LC is required, confirmation charges will be in supplier's account) For I&C and Civil Work Portion: 100% payment shall be paid against successful I&C and Civil work & submission of I&C certificate issued by Customer/BHEL. Bank charges for opening of LC is in BHEL account and LC negotiation charges will be in supplier account. For any other LC payment terms will be loaded for deviation period (deviation period @ {base rate of state bank of India + 6%}) per annum	Accepted Not accepted Accepted 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 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
13.		There will be 80:20 distribution clause. 80% FA quantity shall be awarded to L1 vendor & balance 20% quantity shall be awarded to L2 or next technically qualified bidder after acceptance of counter offer based on L1 vendor rates.	Accepted
14.		Framework Agreement will be entered into item wise with L1 vendor for 80% quantity. After entering into FA with L1 supplier, the settled rate (on basis of Landed Cost to BHEL) will be counter offered to L2 vendor for that item. On acceptance of counter offer, Framework Agreement will be entered into item wise with L2 vendor for 20% quantity. In case non-acceptance of counter offer by L-2 vendor, the settled rate (on basis of Landed Cost to BHEL) will be counter offered to next technically qualified vendor i.e. L3 vendor so on, for that item.	Accepted
15.		Quantity indicated shall be tentative subject to +/- 30% variation.	Accepted



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16.		Contract Execution Bank Guarantee of Rs. 10 lac has to be submitted by L-1 bidder within one month after entering into Framework Agreement. Similarly, BG of Rs. 06 lac has to be submitted by L2 bidder or next technically qualified vendor after acceptance of counter offer based on L1 vendor rates. BG shall be valid for the period of Framework Agreement plus further claim period of 3 months. This is liable to be forfeited in case if the vendor does not honour his quoted price during the period of contract.	Accepted
17.		Reverse Auction- BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.	Accepted
18.		Please furnish shipping dimensions & weight of complete system in your offer	Accepted
19.		RC may be extended on mutual consent.	Accepted
20.		Procurement directly from the manufacturer/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not 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.	Accepted
21.		If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	Accepted
22.		Integrity Pact as per attached annexure shall be submitted duly filled and signed by authorized signatory along with offer.	Accepted
23.		Risk purchase - 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
24.		All the General Terms & Conditions 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.	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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