

**ANNEXURE- 2****MANDATORY SHEET REGARDING INSTRUCTION TO BIDDERS FOR COMPLIANCE FOR ENQUIRY E4651075**

**IMPORTANT: THIS FORMAT IS TO BE SUBMITTED IN ORIGINAL, ALONG WITH PART-1 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.**

S. no.	DESCRIPTION	VENDOR COMMENTS/ CONFIRMATION
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 & EXTINGUISHING SYSTEM (NIFPES) FOR OIL FILLED TRANSFORMERS. THE VALIDITY OF THE CONTRACT WILL BE ONE YEAR FOR ORDERING FROM THE DATE OF ENTERING INTO RATE CONTRACT AND UPTO THREE MONTHS THEREAFTER FOR SUPPLY.	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
	(C) TECHNICAL DEVIATIONS, IF ANY, ARE TO BE CLEARLY BROUGHT OUT IN OFFER ITSELF. <b>(NOTE: OFFERS WITH TECHNICAL DEVIATIONS ARE LIABLE FOR REJECTION)</b>	ACCEPTED
2.	(A) <b><u>DELIVERY SCHEDULE:-</u></b> (i) COMMENCEMENT OF SUPPLY IN DAYS FROM DATE OF PO (ii) I&C AND CIVIL WORK PERIOD IN DAYS FROM CALL OF COMMISSIONING (iii) CAPACITY TO SUPPLY (IN NO. OF SETS OF ANY COMBINATION OF TYPES) PER MONTH AGAINST THIS CONTRACT	----- DAYS ----- DAYS ----- SETS
3.	(A) EXCISE DUTY/CUSTOM DUTY (MENTION NA IF NOT APPLICABLE)	õ õ õ õ õ õ %
	(B) (I) VAT (MENTION NA IF NOT APPLICABLE) (II) CST AGAINST %G+FORM (MENTION NA IF NOT APPLICABLE) (III) SERVICE TAX (FOR I&C AND CIVIL WORK PORTION ONLY)	õ õ õ õ õ õ % õ õ õ õ õ õ % õ õ õ õ õ õ %
	(C) PACKING & FORWARDING CHARGES, IF ANY	õ õ õ õ õ õ %
4.	(A) DELIVERY TERMS (F.O.R BHEL JHANSI BASIS) FOR INDIAN SUPPLIER / FOB FOREIGN PORT FOR FOREIGN SUPPLIER	ACCEPTED
	(B) IF RATES ARE EX-WORKS, SUITABLE LOADING WILL BE CONSIDERED FOR FRIEGHT & INSURANCE CHARGES	õ õ õ õ õ õ ..
	(C) FOREIGN SUPPLIER TO MENTION PORT OF DISPATCH	õ õ õ õ
5.	THE PRICES QUOTED/SETTLED WILL REMAIN VALID FOR THE PERIOD OF RATE CONTRACT VALIDITY FOR ORDERING (APPROX. ONE YEAR AND THREE MONTHS FROM THE DATE OF TENDER OPENING ASSUMING THREE MONTHSq TIME FOR FINALISATION OF CONTRACT FROM DATE OF TENDER OPENING.	ACCEPTED
6.	(A) INSPECTION CLAUSE <b>AS PER ENQUIRY REMARK</b>	ACCEPTED
7.	(A) PRICE TO BE STRICTLY QUOTED AS PER PRICE BID FORMAT. THE PRICES TO BE QUOTED ON FIRM BASIS. NO PVC IS APPLICABLE.	ACCEPTED

8.	(A)	<b>GUARANTEE CLAUSE:</b> GUARANTY PERIOD IS REQUIRED FOR 18 MONTHS FROM DATE OF COMMISSIONING OR 24 MONTHS FROM DATE OF SUPPLY, WHICHEVER IS EARLIER. THE COMMISSIONING DATE SHALL BE THE DATE FROM WHICH THE EQUIPMENT IS IN SATISFACTORY OPEARTION.	ACCEPTED
	(B)	<b>FOR ADDITIONAL GUARANTEE PERIOD:</b> 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. SO, VENDOR HAS TO QUOTE INCREMENTAL COST FOR EVERY SIX MONTH FOR ADDITIONAL GUARANTEE AS PER PRICE BID.	ACCEPTED
	(C)	<b>WARRANTY REPLACEMENT:</b> THE SYSTEM SHALL BE GUARANTEED FOR SATISFACTORY OPEARATION AND AGAINST THE DEFECTS IN DESIGN, MATERIALS & WORKMANSHIP FOR ABOVE GUARANTEE PERIOD. ANY REPLACEMENT OF DEFECTIVE/FAILED EQUIPMENT DURING ABOVE GUARRANTEE PERIOD SHALL BE REPLACED/ REPAIRED FREE OF COST WITHIN ONE MONTH FROM DATE OF INTIMATION ON THE BASIS OF F.O.R BHEL JHANSI/ CUSTOMER SITE. CUSTOMS CLEARANCE AND DUTY PAYMENTS, IF ANY, FOR SUCH CASES SHALL BE TO THE ACCOUNT OF VENDOR ONLY.	
9.		TEST CERTIFICATE / GUARANTEE CERTIFICATE WILL BE PROVIDED ALONG WITH SUPPLY.	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 BILL OF LADING DATE FOR CALCULATION OF DEDUCTION FOR FOREIGN SUPPLIER. <b>(FOR 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)</b>	ACCEPTED
11.		<b>TERMS OF PAYMENT:</b>	
	(I)	<b>BHEL STANDARD TERMS OF PAYMENT:</b> 90% PAYMENT OF SUPPLY VALUE SHALL BE PAID AFTER 60 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL. BALANCE 10% OF SUPPLY VALUE PLUS 100% OF I&C CHARGES WILL BE PAID AGAINST SUCCESSFUL I&C AND SUBMISSION OF I&C CERTIFICATE ISSUED BY CUSTOMER/BHEL. <b>OR</b>	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, IF THERE IS NO OBJECTION WILL ALSO BE TREATED AT PAR WITH STANDARD TERMS OF PAYMENT.	ACCEPTED
	(III)	<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. LC PAYMENT TERM WILL BE ACCEPTED ONLY IN CASE OF FOREIGN SUPPLIER.</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>	ACCEPTED

		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 9.3%. 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.	
	(IV)	<p><b>A- INCASE OF FOREIGN SUPPLIER QUOTED LC PAYMENT.</b></p> <p><b>PAYMENT TERMS:</b> 90% OF SUPPLY VALUE THROUGH IRREVOCABLE &amp; UNCONFIRMED LC WITH 120 DAYS USANCE PERIOD FROM BILL OF LADING AND BALANCE 10% OF SUPPLY VALUE PLUS 100% OF INSTALLATION &amp; COMMISSIONING CHARGES WILL BE PAID AGAINST SUCCESSFUL I&amp;C AND SUBMISSION OF I&amp;C CERTIFICATE ISSUED BY END CUSTOMER / BHEL. BANK CHARGES FOR OPENING OF LC IS IN BHEL ACCOUNT AND LC NEGOTIATION CHARGES WILL BE SUPPLIER ACCOUNT. <b>(IF CONFIRMED LC IS REQUIRED, CONFIRMATION CHARGES WILL BE IN SUPPLIER ACCOUNT)</b></p> <p><b>B-</b> FOR ANY OTHER LC PAYMENT TERMS WILL BE LOADED FOR DEVIATION PERIOD (DEVITION PERIOD @ <b>{BASE RATE OF STATE BANK OF INDIA + 6%}) PER ANNUM</b>. BASE RATE OF SBI BANK IS AVAILABLE AT SBI SITE. AT PRESENT <b>BASE RATE OF SBI IS 9.3%</b>.</p>	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."	ACCEPTED
13.		CERTAIN BHEL'S CUSTOMERS HAVE VENDOR PREFERENCES FOR SUPPLY OF NIFPES. CUSTOMER PROFILE OF BHEL INCLUDES CENTRAL UTILITY LIKE NTPC, PGCIL ETC., STATE UTILITIES AND OTHER PRIVATE CUSTOMERS FROM UTILITIES/INDUSTRIES. OF THE TENDERED QUANTITY, PRESENTLY FIRM REQUIREMENT EXISTS AS PER DETAILS GIVEN IN ENQUIRY. FURTHER INDICATIONS OF FIRM REQUIREMENTS WILL BE GIVEN TO ALL THE VENDORS IN CONTRACT/PANEL AS AND WHEN SAME ARE KNOWN TO BHEL DURING THE PERIOD OF CONTRACT. HOWEVER ORDERING WILL BE DONE ON L1 VENDOR IF CUSTOMER APPROVED/ IF ABLE TO OBTAIN CUSTOMER APPROVAL IN LIMITED PERIOD (TO BE SPECIFIED WHEN INDICATION WILL BE GIVEN) OR ON NEXT LOWEST VENDORS ON PANEL WHO IS EITHER CUSTOMER APPROVED OR ABLE TO GET APPROVAL IN SPECIFIED LIMITED PERIOD.	ACCEPTED
14.		THERE WILL BE NO DISTRIBUTION CLAUSE. FULL QUANTITY SHALL BE CONSIDERED FOR AWARDING OF RC ON THE BIDDER ON L1 BASIS SUBJECT TO POSSESSION OF CUSTOMER APPROVAL ON TENDER DUE DATE.	ACCEPTED
15.		QUANTITY INDICATED SHALL BE TENTATIVE SUBJECT TO +_30% VARIATION.	ACCEPTED

16.		IF L1 BIDDER DOESN't HAVE CUSTOMER APPROVAL FOR A PARTICULAR CUSTOMER. THEIR BID SHALL NOT BE CONSIDERED FOR PRICE EVALUATION PURPOSE AND THE NEXT BIDDER WHO IS HAVING CUSTOMER APPROVAL SHALL AUTOMATICALLY BECOME L1 FOR THAT PROJECT/CUSTOMER.	ACCEPTED
17.		RATE CONTRACT WILL BE ENTERED INTO ITEM WISE WITH L1 VENDOR. ON AVAILABILITY OF CONFIRMED REQUIREMENT ORDER WILL BE PLACED ON L1 SUPPLIER IF THE SAME IS CUSTOMER APPROVED. AFTER ENTERING INTO RATE CONTRACT WITH L1 SUPPLIER, THE SETTLED RATE (ON BASIS OF LANDED COST TO BHEL) WILL BE COUNTER OFFERED TO OTHER TECHNO-COMMERCIALY QUALIFIED BIDDERS FOR THAT ITEM. ON ACCEPTANCE OF COUNTER OFFER, THESE VENDORS WILL ALSO BE KEPT ON PANEL FOR THE ITEM. IN CASE L1 SUPPLIER IS NOT CUSTOMER APPROVED, ORDERING WILL BE DONE ON NEXT LOWEST CUSTOMER APPROVED VENDOR ON THE PANEL.	ACCEPTED
18.		EMD IN TERMS OF BG OF RS. 10 LAC HAS TO BE SUBMITTED ALONG WITH THE BID VALID FOR THE PERIOD UPTO ONE YEAR SIX MONTHS FROM THE DATE OF TENDER OPENING AND WITH A FURTHER CLAIM PERIOD OF 3 MONTHS (ASSUMING THREE MONTHS FOR FINALISATION OF CONTRACT, ONE YEAR FOR RATE CONTRACT AND THREE MONTHS THEREAFTER FOR SUPPLY). THIS IS LIABLE TO BE FORFEITED IN CASE IF THE VENDOR DOES NOT HONOUR HIS QUOTED/SETTLED PRICE DURING THE PERIOD OF CONTRACT.	ACCEPTED
19.		PLEASE FURNISH SHIPPING DIMENSION & WEIGHT OF COMPLETE SYSTEM IN YOUR OFFER	ACCEPTED
20.		ALL OTHER TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED AND DIRECTED ARE AS PER GENERAL TERMS AND CONDITION OF PURCHASE 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** .....

**NAME** .....

**COMPANY'S NAME** .....

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