



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 - E4661020

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 four types (item no 1, item no 2, item no 3 and item no 4 of enquiry) of Fiber Optic Direct Hotspot Temperature Measurement System (FOS). 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> 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	<input type="checkbox"/> Accepted <input type="checkbox"/> 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)	<input type="checkbox"/> Yes / <input type="checkbox"/> NA
2.	(a) Delivery Schedule:- (i) Commencement of supply from date of PO (in days/weeks) (ii) Commencement of I&C period from call of Commissioning (in days/weeks) (iii) Capacity to supply (in no. of sets of any combination of types) per month against this contract	----- ----- -----
	3. (a) Excise duty (Mention NA if not applicable)	o o o o o ..%
	(b) (i) VAT (Mention NA if not applicable) (ii) CST against %G+form (Mention NA if not applicable) (iii) Service tax (for I&C portion only)	o o o o o % o o o o o % o o o o o %
	(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	o o .o ..o %
4.	(a) Delivery terms:- (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	o o o o o o o
5.	The prices quoted/settled will remain valid for the period of rate contract validity for ordering (approx. Two years and three months from the date of tender opening assuming three months time for finalisation of contract from date of tender opening).	<input type="checkbox"/> Accepted
6.	Inspection clause as per Enquiry remark	<input type="checkbox"/> Accepted
7.	Price to be strictly quoted as per our price bid format. Prices should be remain firm & No PVC shall be applicable	<input type="checkbox"/> Accepted
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.	<input type="checkbox"/> 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. So, vendor has to quote incremental cost for every six month for additional guarantee as per our price bid.	



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	(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.	<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.		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/4D as applicable)	<input type="checkbox"/> 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. For I&C Portion: 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 <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)	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. BHEL will load total outflow in case of alternate payment terms, as follows: <ul style="list-style-type: none"> 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.	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable
	(iv)	Payment terms, in case of foreign supplier quoted LC payment For Supply Portion: 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. (if confirmed LC is required, confirmation charges will be in supplier's account) For I&C Portion: 100% payment shall be paid against successful I&C and submission of E&C certificate issued by end 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	<input type="checkbox"/> Accepted <input type="checkbox"/> Not accepted <input type="checkbox"/> Accepted <input type="checkbox"/> Accepted <input type="checkbox"/> Accepted



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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."	<input type="checkbox"/> Accepted
13.	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.	<input type="checkbox"/> Accepted
14.	Please furnish shipping dimensions & weight of complete system in your offer	<input type="checkbox"/> Accepted
15.	Certain BHEL's customers have vendor preferences for supply of FO System. Customer profile of BHEL includes Central utilities like NTPC, PGCIL etc., State utilities and other Private customers from Utilities/Industries. 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 Rate Contract 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.	<input type="checkbox"/> Accepted
16.	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.	<input type="checkbox"/> Accepted
17.	Quantity indicated shall be tentative subject to +_30% variation.	<input type="checkbox"/> Accepted
18.	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.	<input type="checkbox"/> Accepted
19.	Rate contract will be entered into item wise with L1 vendor. 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-commercially qualified bidders for that item. On acceptance of counter offer, these vendors will also be kept on panel for the item.	<input type="checkbox"/> Accepted
20.	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. The EMD of those vendors who are either awarded the RC or are kept on panel after their acceptance of counter offer shall be retained as security deposit and for other bidders it will be retained till the validity of Contract with L1 Vendor.	<input type="checkbox"/> Accepted
21.	RC may be extended for one more year on mutual consent.	<input type="checkbox"/> Accepted
22.	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.	<input type="checkbox"/> Accepted
23.	If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	<input type="checkbox"/> Accepted
24.	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.	<input type="checkbox"/> Accepted



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25.	All other terms and conditions unless otherwise specified and directed are as per general terms and condition of purchase enquiry.	<input type="checkbox"/> Accepted
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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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