



BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120

(A Govt. of India undertaking)

Material Management Department

ANNEXURE-B

Mandatory sheet regarding instruction to bidders for compliance for enquiry - E4671045

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 five types (item no. 1 to item no. 5 of enquiry) of On Load Tap Changer for Power 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.	<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) <u>Delivery Schedule:-</u> (i) Commencement of supply from date of PO (in weeks) (ii) Capacity to supply (in no. of sets of any type) per month against this contract	----- -----
	(b) Monthly capacity of 8 to 10 poles should be reserved for BHEL Jhansi.	<input type="checkbox"/> Accepted
	(c) Delivery of OLTC should be less than 8 weeks (maximum) from the date of PO placement.	<input type="checkbox"/> Accepted
3.	(a) (i) GST rate for Supply Portion (Mention NA if not applicable)	ō ō ō ō ō %
	(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.	<input type="checkbox"/> Accepted
	(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 Packing & Forwarding charges as % of basic rate	ō ō ō ..ō %
4.	(a) <u>Delivery terms:-</u> (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 ō
5.	The prices quoted/settled will remain valid for the 06 months from the 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 Annexure-E. Prices should be remain firm & No PVC shall be applicable	<input type="checkbox"/> 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 of testing of Transformer.	<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.	<input type="checkbox"/> 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.	<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.	(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 C1 to C5 as applicable)	<input type="checkbox"/> 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"	<input type="checkbox"/> 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.	<input type="checkbox"/> Accepted
11.		Terms of Payment:	
	(i)	BHEL standard terms of payment: For Supply Portion: 100% Payment shall be paid after 60 days of receipt and acceptance of material at 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)	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. 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	<input type="checkbox"/> Accepted <input type="checkbox"/> Not applicable



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		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.	
	(iv)	<u>Payment terms, in case of foreign supplier quoted LC payment</u> For Supply Portion: 100% payment through Irrevocable & unconfirmed LC with 120 days usance period from HAWB/BAL date. (if confirmed LC is required, confirmation charges will be in supplier's account)	<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 @ {base rate of state bank of India + 6%}) per annum	<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 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.		There will be no distribution clause. Framework Agreement/Rate Contract will be entered into item wise with L1 vendor for 100% quantity.	<input type="checkbox"/> Accepted
14.		RC may be extended on mutual consent.	<input type="checkbox"/> Accepted
15.		Quantity indicated shall be tentative subject to +/- 25% variation.	<input type="checkbox"/> Accepted
16.		Individual quantities of the various type of OLTC, itemized in enquiry, may vary in any proportion. However, the Rate Contract shall be governed by the Total Rate Contract value.	<input type="checkbox"/> Accepted
17.		As this Rate Contract is for 02 years and the Purchase Orders can be placed anytime during this period. Vendor has to ensure that they always holds a type test certificate, which should not be older than 5 years the PO delivery month + 4 months. (For example: if PO date is in January 2018, then type test certificate can be maximum of May 2013 or later).	<input type="checkbox"/> Accepted
18.		Please furnish shipping dimensions & weight of complete system in your offer	<input type="checkbox"/> Accepted
19.		<u>Reverse Auction-</u> 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
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.	<input type="checkbox"/> Accepted

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21.		If there is a discrepancy between words and figure in quoted price, the amount in words shall prevail.	<input type="checkbox"/> Accepted
22.		Integrity Pact as per attached annexure shall be submitted duly filled and signed by authorized signatory along with offer.	<input type="checkbox"/> 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.	<input type="checkbox"/> 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.	<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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