



BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120

(A Govt. of India Undertaking)

Central Material Management

TCMOU ENQUIRY NO: E5109001

ANNEXURE-II

SUPPLIER'S NAME: _____

We have gone through all Special Remarks, Technical Specifications, "General Terms, and Conditions of Enquiry" and submitting offer as under:

SL	Particulars	Supplier's Confirmation
1	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry. Technical deviations, if any, are to be clearly brought out in Part-A offer. (Note: offers with technical deviations are liable for rejection)	☐ Accepted
2	a) Acceptance to all special remarks and General Terms & Condition of Enquiry (Rev-3) uploaded at: https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf (Note: Read the terms & condition carefully before quoting.)	☐ Accepted
	b) Complete acceptance of all terms, conditions and clauses of Annexure-I.	☐ Accepted
3	Guarantee / Warrantee / Conformance / Test Certificate as specified in enquiry will be provided along with supply.	☐ Accepted
	Taxes & Duties: Extra as applicable & bidders to indicate following:	
	(a) Tariff Head / HSN No.	
4	(b) Applicable GST (mention NA if not applicable) ☐ IGST OR ☐ CGST & SGST Each	@ % @ %
	(c) CESS on Steam Coal	Rs./MT
5	Acceptance to Delivery Terms on F.O.R BHEL Jhansi as per Clause: 6(A) of GTC of Enquiry.	☐ Accepted
6	Acceptance to Pricing Terms as per Clause-11 of GTC of Enquiry.	☐ Accepted
7	Acceptance for Prices on FIRM basis and no PVC is applicable.	☐ Accepted
8	Acceptance to Price Validity of 120 days from date of bid Part-I opening.	☐ Accepted
9	Inspection of Goods as per Clause: 16 (A to D) of GTC of Enquiry.	☐ Accepted
10	Acceptance to LD / Penalty for Delayed Performance (including Risk Purchase) as per Clause: 8 (A to C) of GTC of Enquiry.	☐ Accepted
11	Acceptance to Payment Terms as per Clause: 15(A) of GTC of Enquiry. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part-I bid opening) + 6%, for the purpose of bid evaluation.	☐ Accepted ☐ 90 days ☐ MSME
12	Acceptance to Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per Clause: 17(A) of GTC of Enquiry. Bidders to issue a certificate to this effect.	☐ Accepted
13	Validity of TCMOU: TCMOU shall be valid for two years for ordering and supply up to three months thereafter. TCMOU may be extended for further three months for ordering on mutual consent.	☐ Accepted
14	Control of TCMOU: TCMOU shall be controlled by quantity.	☐ Accepted
15	Quantity Tolerance: Quantity variation of +/-5% is allowed.	☐ Accepted
16	Delivery period should not be more than 8 weeks from the date of LOI / PO for first lot. Subsequent delivery lots shall be as per BHEL's requirement & limited to monthly capacity accepted by the supplier at SL-15 of this Annexure.	☐ Accepted
17	Quantity Distribution: RC/ FA shall be entered into with two vendors and splitting ratio shall be 70:30. Number of minimum suppliers required to execute this contract may change depending upon committed capacity and acceptance to counter offer, if any, made by BHEL. Number of bidders for quantity distribution shall be (n-1), limited to two bidders where n is number of techno-commercially qualified bidders. Depending on the number of techno-commercially acceptable offers received, counter offer of L-1 rates shall be given to next ranked vendors rank-wise till we get required number of vendors. Final ordering will be done on L-1 rates.	☐ Accepted

Sign of Authorized Signatory Company seal :

Contact Detail: Name Cell No.: E-mail :



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18	BHEL can short close or cancel the TCMOU at any time at its sole discretion.	☐ Accepted
19	Reverse Auction Clause: "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."	☐ Accepted
20	This is an Open Tender TCMOU Enquiry, hence only those suppliers meeting Pre-Qualification Requirements (PQR) will qualify for this Tender. Supplier has to fill and submit PQR along with all required documents called in it.	☐ Accepted & Documents submitted
21	Integrity Pact (IP) - Independent External Monitor (IEM): IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into Such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below: Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) Ph:+918130386387 acverma1@gmail.com Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010 Ph:+918853760730 9818377360 vbsinghips@gmail.com Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. Note: No routine correspondence shall be addressed to the IEM (Phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.	☐ Accepted
22	SUBMISSION OF SECURITY DEPOSIT OF RS.20,000 IS TO BE DONE IN FAVOUR OF 'BHARAT HEAVY ELECTRICALS LIMITED' THROUGH NEFT / RTGS TO ACCOUNT NO: 10670828866, IFSC CODE: SBIN0003807.	☐ YES ☐ NO (If 'NO' offer may be rejected)
23	SECURITY DEPOSIT SHALL REMAIN VALID FOR 2 YEARS FROM THE DATE OF FINALISATION OF TCMOU.	☐ Accepted
24	SECURITY DEPOSIT WILL BE FORFEITED, IF THE SUCCESSFUL BIDDER / VENDOR, WITH WHOM TCMOU HAS BEEN FINALISED, REFUSES TO SUBMIT PRICE BIDS FOR SUBSEQUENT LOTS.	☐ Accepted
25	Weight of Consignment: Delivery of coal to be made by Trucks weighing NOT more than 40 MT in fully loaded condition (i.e. weight of (Truck + Coal) should not exceed 40 MT). Our weighing capacity is only up to 40 MT. If weight of any truck is more than 40 MT, BHEL has to depute a person for witness the weighing process, this results in delay / detention of trucks. On each violation of above conditions (gross weight more than 40 MT), Rs.5000/Truck shall be deducted from supplier's bills.	☐ Accepted
26	Integrity Pact submitted along with Tender Document (Part-I of Tender).	☐ Submitted
27	The above terms and conditions shall be read in conjunction with BHEL's standard terms and conditions of Enquiry. Wherever difference in terms and conditions is there, the terms and conditions mentioned in this Annexure shall prevail.	☐ Accepted
28	In case of deviation in acceptance given on this sheet from anywhere in your offer, acceptance given in this mandatory sheet shall be treated as final.	☐ Accepted

Sign of Authorized Signatory Company seal :

Contact Detail: Name Cell No.: E-mail :