

**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI-284120**

(A Govt. of India Undertaking)

Material Management**Mandatory Sheet for Enquiry No: E1120008****(Part-1)****TECHNO-COMMERCIAL BID**

QUOTATION NO: DATE:

SUPPLIER'S NAME & Address:

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 SILICONE OIL AS PER SPEC: JS27197, Rev-5.	<input type="checkbox"/> Accepted
2.	Duly filled & signed copy of PQR along with supporting documents submitted.	<input type="checkbox"/> Yes
3.	Material Description: Item no. #1 Silicone oil as per JS27197, Rev.05 Qty: 101500Kg Note:85500 kg are required in TOTE pack and 16000 Kg in Drum	<input type="checkbox"/> Accepted
4.	Acceptance to all special remarks and General Terms & Condition (GTC) 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.)	<input type="checkbox"/> Yes
5.	Duly signed and sealed copy of General Terms & Condition (GTC) of Enquiry (Rev-3) is submitted with Part-1 of offer.	<input type="checkbox"/> Yes
6.	Test Certificate as specified in Specification JS27197 Rev.05 will be provided along with supply.	<input type="checkbox"/> Yes
7.	Guarantee Certificate as specified in GTC of the Enquiry will be provided along with supply.	<input type="checkbox"/> Yes
8.	Currency of the Bid.
9.	Copy of Blank Price Bid submitted along with Techno-Commercial (Part-1) Bid. It is confirmed that Price Bid doesn't have any additional condition / remark compared to Blank Price Bid.	<input type="checkbox"/> Yes
10.	Delivery Terms: For Foreign Bidder- CIF ICD Mandideep, Madhya Pradesh (India) All load port charges, other enroute charges, Inland haulage charges and Terminal handling charges till ICD Mandideep will be on seller's account for CIF ICD Mandideep delivery terms. For Indian Bidder- FOR BHEL Jhansi	<input type="checkbox"/> Accepted <input type="checkbox"/> Accepted
11.	HSN Code / Customs Tariff Head is 39100020 in India for Silicone Oil.	<input type="checkbox"/> Accepted
12.	For Foreign Bidder : a) Country of Origin: b) Name of load port / port of dispatch: c) Applicable Customs Duty in India for import of Silicone Oil (HSN Code / Customs Tariff Head: 39100020) from your quoted country of origin: d) Please name (if any) preferential / free trade agreement (PTA / FTA) exist between your quoted country of origin and India. Supplier will submit certificate for applicable PTA / FTA (if applicable) with supply of Silicone Oil.
13.	Monthly supply capacity of bidder exclusive for this Enquiry.KG

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14.	<p>Delivery period for 1st lot from the date of PO.</p> <p>Note:</p> <p>a) Delivery of subsequent lots shall be one month later to the previous lot and so on. Lot quantity shall be limited to monthly supply capacity of bidder.</p> <p>b) Desired delivery date of first lot shall be 90 days from the date of PO.</p>Days
15.	<p>Taxes & Duties: Extra as applicable & bidders to indicate following:</p> <p>a) Applicable rate of GST (for Indian supplier):</p>	<p><input type="checkbox"/> Accepted</p> <p>@ %</p>
16.	<p>Price Bid submitted as per attached price bid format only in Part-2 bid.</p>	<input type="checkbox"/> Yes
17.	<p>Acceptance to Price Validity of 120 days from date of bid Part-1 opening.</p>	<input type="checkbox"/> Yes
18.	<p>LD / Penalty for delayed performance (as per Clause-8 of GTC):</p> <p>LD / Penalty for delayed performance for staggered delivery schedule, shall be as per Clause-8 of Rev-3 of GTC of Enquiry, subject to force majeure conditions. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion.</p> <p>For the sake of clarity, meaning of undelivered portion has been clarified in Clause-8 of Rev-3 of GTC of Enquiry, "the delayed portion for the given lot".</p> <p>Note:</p> <p>a) <i>* In case of CIF / CIP Delivery terms, the IGM (Import general manifest) date in bill of entry issued by custom shall be the delivery date for the purpose of LD deduction.</i></p> <p>b) LD shall be applicable at 0.5% per week or part thereof subject to maximum 10 % of undelivered portion if the IGM date is greater than 60 days from the LC opening date.</p> <p>* Note at sl. No. a) shall supersede clause 4 (b) & 8(c) of GTC of the enquiry.</p>	<input type="checkbox"/> Accepted
19.	<p>Quantity variation of +/-5% shall be allowed for each lot.</p>	<input type="checkbox"/> Accepted
20.	<p>For Foreign Bidder:</p> <p>Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port.</p>	<input type="checkbox"/> Accepted
21.	<p>For Foreign Bidder:</p> <p>Additional expenditure if any, required to be paid by way of detention / demurrage resulting out of delay attributable to the supplier in providing negotiable documents will be paid by supplier.</p>	<input type="checkbox"/> Accepted
22.	<p>Acceptance for Price on FIRM basis and no PVC is applicable.</p>	<input type="checkbox"/> Accepted
23.	<p>Acceptance to Payment Terms:</p> <p>a) For Foreign Bidder as per Clause-15 (B) of GTC</p> <p>Foreign: 100% against irrevocable, unconfirmed LC, payable within 120 days of the Bill of Lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part-I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise.</p> <p>Payment terms of CAD payable on 120th day of BL date / HAWB date shall be preferred.</p>	<p><input type="checkbox"/> Thru LC</p> <p><input type="checkbox"/> CAD</p>

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	<p>b) For Indian Bidder as per Clause-15 (B) of GTC</p> <p>100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents.</p> <p>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.</p>	<p><input type="checkbox"/> Within 90 Days</p> <p><input type="checkbox"/> MSE Terms</p>												
<p>24.</p>	<p>Integrity Pact (IP)</p> <p>(a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="223 683 1268 851"> <thead> <tr> <th>Sl.</th> <th>IEM</th> <th>E-mail</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>iem3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><i>Note:</i> 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's official.</p>	Sl.	IEM	E-mail	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	<p><input type="checkbox"/> Accepted</p>
Sl.	IEM	E-mail												
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in												
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in												
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												
<p>25.</p>	<p>Non-Disclosure Agreement:</p> <p>All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein under the IPR laws or any other relevant laws in India.</p>	<p><input type="checkbox"/> Accepted</p>												
<p>26.</p>	<p>The conditions/remarks/special requirements mentioned in this mandatory sheet shall override the relevant conditions mentioned in the GTC-Rev.03 of the enquiry.</p>	<p><input type="checkbox"/> Accepted</p>												

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27.	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	<input type="checkbox"/> Accepted
28.	<p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.</p> <p>However, this does not limit the inclusion of the components/ sub-assembly / Assemblies from one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>	<input type="checkbox"/> Accepted

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Material Management**Mandatory Sheet for Enquiry No: E1120008****(Part-1)****BLANK PRICE BID****Supplier Name & Address:**
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Enquiry Item No.	Rate/ KG (In Figure)	Rate/ KG (In Word)
1	Quoted/ Not Quoted	Quoted/ Not Quoted

Note: The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

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