



ISO  
9001:2008  
&14001:2004  
NAVARATNA  
COMPANY

**MATERIAL MANAGEMENT (PURCHASE)**  
**CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR**  
**RANIPUR, HARIDWAR (INDIA) – 249403**  
Phone No.01334-281277/284684, FAX No. 01334-225892  
e-mail :ranjank@bhelhwr.co.in,  
rohit\_v@bhelhwr.co.in,v\_kumar@bhelhwr.co.in

**Sub: Tender Enquiry No: 5704P/301/3/0243S1 Dt. 30.10.2013 due on 29.11.2013.**

Dear Sir,

We are pleased to invite offer as per enclosed specification with terms and conditions in sealed envelop for the under mentioned material.

Sl. No	Tender No	Description of Material	Qty	Date & Time of Tender Opening
01	5704P/301/3/0243S1	FF5440000046 SUPPLY OF OXYGEN ON BOOM BASIS AS PER SPECIFICATION NO: CFF/M&S/PSX/OX/2013- 14/01.	25000000 CM	29.11.2013 at 2.00 PM (IST)

Kindly read terms and conditions carefully. Offer not submitted in accordance with the instructions is liable to be disqualified or ignored.

Please visit [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for more details and tender documents.

Please also download Supplier Registration Form and submit same dully filled.

Thanking You,

Yours Faithfully,  
For & On behalf of CFFP BHEL Hardwar

(VIPIN KUMAR)  
ENGINEER (Purchase)

**Note: Corrigendum if any shall not be published, kindly visit web-site for any changes.**



निविदा सूचना  
**TENDER ENQUIRY**

भारत हैवी इलैक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Ltd**  
सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट- हरिद्वार - २४६४०३ (भारत)  
**Central Foundry Forge Plant, Haridwar-249403 (INDIA)**

AA-17001

Phone : (0091) 01334- 281639,281385,285336 Fax : 01334 225892 / 226458

TIN NO. 05001763485  
C S T NO. HR-5018287 Dt. 16-03-1995

निविदा सूचना सं. ENQUIRY NO.*	5704 P/ 301/3/0243S1	दिनांक Date	30-10-2013
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

Office Cop

DUEDATE

29-11-2013

09285 M/s : : :  
: : INDIA

Item Description Quantity Unit Lot Quantity Lot Date

1 PF5440000046 25000000 CM  
SUPPLY OF OXYGEN ON BOOM BASIS  
AS PER SPECIFICATION NO:CFF/M  
&S/PSX/OX/2013-14/01.

\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

TEST CERTIFICATE REQUIRED.  
BASIC RATES, TAXES DUTIES SEPERATELY  
CENVATABL DUPLICATE COPY OF INVOICE.  
ERECTION/COMM REQ AT SITE.

Special Instructions:

1. Submit Annexure A duly filled, signed & stamped with the offer.
2. Specifications are enclosed.

General Instructions:

1. Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds
2. 100% payment within 30 days after receipt & acceptance of material at CFFP BHEL, Hardwar through e-payment.
3. CFFP/BHEL RESERVES THE RIGHT TO PRE-INSPECT THE MATERIAL AT VENDOR'S WORKS / GODOWN/ PREMISES BEFORE DESPATCH.
4. ORIGINAL MANUFACTURER'S TEST CERTIFICATE IS REQUIRED ALONG WITH DESPATCH DOCUMENTS. IN CASE SUPPLIES ARE FROM TRADERS, IT SHALL BE THE RESPONSIBILITY OF THE TRADER TO PROVIDE ORIGINAL MANUFACTURER'S TEST CERTIFICATE WITH LINKAGE TO TRADER'S INVOICE STATING BATCH NO.
5. CFFP/BHEL Reserves the right to procure from more than one vendor.
6. Please quote prices in figures & words both. In case the prices quoted in words and figures are different, the values indicated in words will be considered for evaluation & establishing L1 status.

Page No 1

★ महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

**IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING**

*Wojain*  
30/10/13



निविदा सूचना  
**TENDER ENQUIRY**

AA-17001

भारत हैवी इलैक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Ltd**  
सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट- हरिद्वार - २४६४०३ (भारत)  
**Central Foundry Forge Plant, Haridwar-249403 (INDIA)**

Phone : (0091) 01334- 281639,281385,285336 Fax : 01334 225892 / 226458

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निविदा सूचना सं. ENQUIRY NO.*	5704 P/ 301/3/0243S1	दिनांक Date	30-10-2013
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

Office Copy

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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\* The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on web site [www.bhel.com](http://www.bhel.com)

*V. Sain*  
30/10/13

VIPIN KUMAR

ENGINEER (PUR)

★ महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING

Name of Vendor:.....

Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

	Description	Vendor Confirmation /Comment (In case of blank, it shall be deemed to be accepted by vendor)
1	<p><b>Scope.</b> Establishment of three No. of Oxygen Manufacturing Plant with rated capacity of each plant 250 ±5% M<sup>3</sup>/hr, minimum Gaseous Oxygen Storage capacity 4000 M<sup>3</sup> and supply of gaseous Oxygen to shops at pressure 12-15 Kg/cm<sup>2</sup> (Maximum Distance-2000 m from supply point) as per flow requirement on all working days, Sundays holidays (in all three shift). Suppliers has to arrange approvals from CCOE (Chief Controller of Explosives), if required. Any other items which is not covered but essentially required for smooth functioning and safety of the plant, shall also be in the bidder's scope. All the equipments should be new, second hand equipments will not be considered / accepted.</p> <p>Rated capacity mentioned is preferred size of plant however any plant of higher capacity will be acceptable however the power supply will remain capped as mentioned in the specification at point 13. Vendor is required to confirm that their plant will not require more power beyond the mentioned supply by BHEL in specification for higher rated Oxygen Plant.</p>	
2	<p><b>Pre Qualification Criteria:</b></p> <p>a. Offers of only those bidders will be considered who have their own or established BOOM (Built Own Operate Maintain) basis Oxygen manufacturing Plant (Minimum two numbers with minimum capacity of each plant of 200 M<sup>3</sup>/Hr of Oxygen. The whole system should be successfully operational for one or more years as on tender opening date. Any operational experience prior to five years of tender opening date will not be considered.</p> <p>b. Average annual Turn Over of the company should not be less than Rs 100.00 lacs in last two consecutive financial years.</p> <p>c. Offers of bidders without operational experience of running &amp; maintenance of Oxygen plant as mentioned at 2(a) will not be considered. However offer of manufacturer having tie-up with vendor having operational experience as mentioned at 2(a) will be considered. Vendor will have to provide notarized copy of agreement on Non-Judicial stamp paper along with offer or within 15 days of tender opening (Technical Bid).</p>	
3	<p><b>Specification of Equipments:</b> All three oxygen Manufacturing plant will be established under one roof. Performance variation of ±5% over rated capacity will be permitted. Minimum Gaseous Oxygen storage capacity should be 4000 M<sup>3</sup>. The Main Power supply should be 6.6 KV for compressor motors and auxiliary power supply should be 415 V (limited to 220 KW). Individual motor rating (of 6.6 KV supply) should not exceed 240 KW. All auxiliary equipments/parts like Valves, piping, gauges, cooling tower, control panel, cable, Flow meter &amp; Energy Meter etc will be in bidder's scope.</p>	
4	<p><b>Oxygen Consumption:</b> The daily oxygen requirement is 10000-16000 M<sup>3</sup> on working days &amp; 5000-8000 M<sup>3</sup> on Sundays &amp; Holidays. The estimated monthly oxygen consumption will be 350000±20% M<sup>3</sup>.</p>	
5	<p><b>Specification of Oxygen:</b> Oxygen shall be supplied in the gaseous form and its purity should be 99.5% or better. The purity test shall be done by bidder on daily basis. Bidder shall also submit Purity Test Certificate on daily basis.</p>	
6	<p><b>Erection &amp; commissioning:</b> Complete Erection &amp; Commissioning (Including dismantling/modification of existing foundation, if required and related civil work) of entire set up upto Flow meter shall be carried out by bidder. All necessary electrical installation beyond Oil Circuit Breaker (OCB) shall also be done by supplier only.</p>	
7	<p><b>Delivery Schedule:</b> Bidder will have to start supply of gaseous oxygen to BHEL within 180 days from date of P.O.</p>	

8	<p><b>Quantity Measurement &amp; Payment:</b> The quantity of gaseous oxygen shall be measured through Oxygen Gas Flow meter (Digital/Electronic). The Flow meter should have proper recording and printing facility for oxygen measurement. The readings of Flow meter will be taken at 08:00 AM every day except Sundays &amp; Holidays. Unit of Oxygen Measurement shall be M<sup>3</sup> (Cubic Meter). Payment shall be made according to readings of flow meter on monthly basis. No Additional payment/ Security Deposit shall be made by BHEL for setting up of Plant.</p> <p>Vendor will have to submit bill by 7th of every month for the supply made during previous month. Payment will be made within 30 days of receipt of bills at CFFP.</p>	
9	<p><b>Entry of Equipments at Material Gate:</b> All Equipments shall be entered through material Gate of BHEL with proper entry and stamped by CISF in a triplicate challan on returnable basis so that it can be taken back after completion of contract period.</p>	
10	<p><b>Safety &amp; Statutory Requirement:</b> Bidder will take necessary permission/ license to store oxygen from CCOE (if required) on behalf of BHEL including approval of layout &amp; necessary equipments/storage at their cost (including license &amp; its renewal fee). The renewal of license for total set up shall be in bidder's scope. Bidder should ensure proper safety of all his equipments, materials and plant belongings to him or BHEL. Bidder shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time. Bidder should also take necessary insurance for their set up against theft, damage or fire etc. BHEL will not be responsible for any kind of damage of their equipment.</p>	
11	<p><b>Test Certificates:</b> Supplier will submit copy of test certificate of Oxygen storage tanks, Safety Relief Valve (SRV) test certificates etc. Periodical calibration of Gaseous Oxygen Flow meter shall be arranged by supplier. Testing of Vessels/Equipments/SRVs shall be done as per CCOE guidelines/SMPV Rules.</p>	
12	<p>BHEL will provide Power supply, Water and Shaded space. The plinth area of shaded space is 15X28 m<sup>2</sup>, height 7.6 meter and adjacent area of 11.60X8 m<sup>2</sup>, height 3.50 meter. Beyond this no shaded space shall be provided. Adjacent open space, if required can also be used. If bidder wants to increase height of building then will be under bidder's scope at their cost. Bidders are requested to visit the site before submitting the offer. For softening of water bidder has to make their own arrangement.</p>	
13	<p><b>Power Supply:</b> BHEL will provide Electricity 6.6 KV for main supply &amp; 415V (upto 220 KW) for auxiliary supply, free of cost upto quoted power consumption. As the existing rating of OCB at BHEL is 240 KW hence maximum rating of individual Motor should not exceed 240 KW (with 6.6 KV).</p>	
14	<p>The peak demand of oxygen is 2200 M<sup>3</sup>/hr for a period of 1-2 hours with a frequency of 2 to 4 times per day. The oxygen stock should be maintained by Bidder in such a way that it can meet the peak demand at any time. There is 100 M<sup>3</sup> (Water capacity) gaseous oxygen storage tank at CFFP oxygen plant which may be additionally used for storage of gaseous oxygen upto 30Kg/cm<sup>2</sup>, if required.</p>	
15	<p>BHEL will not provide any rental charges for equipments/set up.</p>	
16	<p>The contract shall be valid for five years from the date of commencement of gaseous oxygen supply to BHEL. The contract period may be extended after mutual agreement.</p>	
17	<p>Complete Operation &amp; Maintenance of entire plant will be under bidder's scope. Bidder will also maintain minimum inventory of spares to attend the breakdowns, if any.</p>	
18	<p>L1 vendor will be decided on basis of total cost net of Cenvat for per M<sup>3</sup> of Oxygen at CFFP.</p> <p>Per M<sup>3</sup> cost of oxygen= (Power consumption quoted by bidder for manufacturing of one M<sup>3</sup> of Oxygen in KWH x Rate of Electricity in Rs/KWH) + Rate quoted by bidder in Rs. per M<sup>3</sup> of Oxygen.</p> <p>Present Rate of Electricity is Rs. 6.25/KWH, which shall be considered for evaluation of this tender. Bidder to specify separately in percentage or value the applicable taxes &amp; duties in their offer.</p>	

19	Bidders have to quote power consumption in technical bid. If specific Power Consumption quoted by bidder will exceed the limit of 1.0 KWH/M <sup>3</sup> then offer shall not be entertained. Net power consumption shall be counted on Monthly basis.	
20	Penalty For Non-supply of Oxygen- In case of failure of oxygen supply, a penalty @ Rs 12.0 per M <sup>3</sup> for oxygen quantity of 1000 M <sup>3</sup> per hour shall be charged and it will be limited to 15000.00 M <sup>3</sup> of oxygen per day.	
21	Penalty For Excess Power Consumption- If actual power consumption during running of plant exceeds with quoted power consumption then a penalty for Excess Power Consumption will be charged twice of prevailing rate of power.	
22	Rate of gaseous oxygen finalized shall remain firm for the entire contract period.	
23	Annual minimum assured quantity of oxygen supply will be 3600000 M <sup>3</sup> .	
24	There should be minimum two persons in each shift in all working days, Sundays and Holidays along with one site Incharge. Bidder has to ensure minimum wage payment as of their employee as per the Central, State Govt regulations/ BHEL Policy/ Practices. BHEL will not provide any accommodation to any employee/ workmen of bidder. Bidder will also ensure that all statutory payments of PF, ESI, etc are made and will follow all the rules of Factory Act. BHEL will be free to check & verify the records from time to time, as per need. Bidder will ensure that proper insurance for their personals have been taken by them for the entire eventuality like injury / loss during contract period. Vendors will indemnify CFFP, BHEL for the same.	
25	Monthly License Fee: Rs. 202943/- (Service tax extra) will be charged from Bidder as a monthly license fee for providing shaded space by BHEL. Vendor will be required to pay monthly charges for license fee along with service tax in advance for every month. This will be applicable from the month of the 1st consignment of Plant received at CFFP. License fee will be collected for calendar month.	
26	Force Majeure Clause: BHEL Reserves the right to cancel the contract or temporarily discontinue without any Financial implication due to Force Majeure, such as Natural calamity, Fire, military commotion, Strike/lockout, closure of CFFP or any change in law of land or Government policies.	
27	CFFP Reserves the right to open the price bid through Reverse Auction. Confirm your acceptance / participation.	
28	Validity of offer: Minimum 120 days from tender opening date. Offers with validity less than 120 days may not be considered.	
29	CFFP/BHEL reserves the right to order part quantity.	
30	Liquidated damage : The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of purchase order, failure to supply within this period will make the supplier liable to penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%.	
31	Provide name, mobile no. & email address of the contact person	
32	Earnest money of Rs 200000/- will be required to be submitted along with technical bid of tender document. Vendor not submitting EMD along with offer will not be considered. Exemption from submission of Earnest money will be as per Corporate Guidelines.	
33	Vendor will have to submit counter execution Bank Guarantee (CEBG) within 30 days of PO date along with order acceptance. CEBG amount will be equivalent to 10% of one year minimum committed off take of 36,00,000 CM at the Landed Cost Net of Cenvat (LCNC) rate. Validity of CEBG will be two months beyond the start of supply of Oxygen from plant to CFFP.	
34	Vendor will not be permitted to take out or sell any produce of plant from the factory premises during the contract period.	
35	In case vendor is not registered with CFFP BHEL Haridwar for this	

	material, duly filled up "Supplier Registration Form" must be submitted with techno-commercial bid (form available on website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> & <a href="http://www.bhel.com">www.bhel.com</a> ). If duly filled SRF is not received within 15 days of opening of techno commercial bid, offer will not be considered for price bid opening.	
37	Integrity pact documents (attached with enquiry) duly filled, signed and stamped are to be submitted with offer. IEM nominated for this tender is: Shri Kanwarjit Singh, IRS (Rtd.) D-6/12, Ground Floor, Vasant Vihar, New Delhi - 110 057 <a href="mailto:kanwarfeb@gmail.com">kanwarfeb@gmail.com</a>	
36	In case of any difference observed in conditions confirmed above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	

Date:

Signature with Seal of the Company

**Instruction to Bidders for EMD and CEBG**

1. EMD of Rs 2,00,000/- (Indian Rupees Two Lakhs only) to be submitted only in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft drawn in favour of CFFP / BHEL Haridwar payable at Haridwar (Cheque / Bank Guarantee are not acceptable). In case of foreign bidders e-payment may also be accepted as EMD.
2. EMD should be submitted alongwith technical bid (Part-1) in **separate envelope superscribed with bold letters "EMD"** on the due date of tender.
3. All Govt. of India / Central & State PSUs / State Government entities / Micro and Small Enterprises are exempted from submission of EMD.
4. EMD by the Tenderer will be forfeited if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.
5. EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).
6. EMD shall not carry any interest.
7. Vendor will have to submit counter execution Bank Guarantee (CEBG) within 30 days of PO date along with order acceptance. CEBG amount will be equivalent to 10% of one year minimum committed off take of 36,00,000 CM at the Landed Cost Net of Cenvat (LCNC) rate. Validity of CEBG will be two months beyond the start of supply of Oxygen from plant to CFFP.
8. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All Bank Charges on account of issuance and confirmation of CEBG whether incurred in India or Outside India will have to be borne by the vendor. Format for Bank Guarantee attached as per Annexure II, List of Consortium Bank attached as per Annexure III.

Price Bid Format Enquiry no. 5704P/301/3/0243S1 (Supply of Oxygen on Boom Basis)

1. Basic Price per CM Gaseous Oxygen = ₹.....
2. Power Consumption per CM Gaseous Oxygen = .....Kwh
3. Rate of Electricity in ₹/Kwh = ₹ 6.25 /Kwh
4. Cost of Electricity per CM Gaseous Oxygen = ₹..... (2X3)
5. Cost per CM Gaseous Oxygen = ₹..... (1+4)
6. Excise Duty (if applicable) @.....% = ₹.....
7. VAT @2% against Form 11 = ₹.....
8. Total cost to CFFP per CM Gaseous Oxygen = ₹.....(5+6+7)

In words(.....)

Signature with Seal of Company

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRYANNEXURE-B

01 Submit the tender in two parts i.e.

**Part-I Techno-Commercial Bid**

**Part-II Price Bid**

Techo - Commercial (part one) Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number, Date of opening & Technical / Commercial Bid and Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of opening and the name of firm submitting the tender and send it to **AGM (MM), Purchase Department, CFFP/BHEL, Hardwar, Ranipur, Hardwar 249403, Uttarakhand, India before due date / tender opening date & time**. Normally tender opening time is 2.00 PM on due date or as mentioned in enquiry.

**Responsibility for submission of tender in time solely lies with vendor. Late offers received after specified time / Date shall not be considered.**

1. Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially-
  - (a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of enquired material in tender documents **Deviations if any must be indicated clearly in the offer. Rates to be quoted on For Destination Basis.**
  - (b) All commercial terms i.e. packing, forwarding Custom duty, Additional Duty, ST/STT/VAT/CST, Excise Duty/CVD, Bank charges, payment terms & insurance etc as applicable (**except price**) should be clearly mentioned in Techno-Commercial bid. Also mention present rate of applicable taxes & duties even if inclusive in rates along with the concessional forms required if any.
  - (c) Confirm to submit all required commercial documents (tax invoice centvatable duplicate copy of invoice, packing list, transit sale agreement etc.) & technical documents (TC/GC/QP etc).
  - (d) Registration Numbers of SSI, Central Excise, Sales tax, Income Tax, DGS & D.ECC etc.
  - (e) **Un-priced copy of Price Bid.**

Part-II Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words.

2. Authorized Signatory should authenticate all tender documents.
3. **Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM in the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & conditions, price bid of only successful vendors will be opened. Priced bid opening date shall be intimated separately.
4. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.
5. For new vendors, Vendor Registration form duly filled must be submitted along with the offer which can be downloaded from our web site [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in).
6. Original manufacturer's Test Certificate is required along with dispatch documents. In case supplies are from traders, it shall be the responsibility of the trader to provide original manufacturer's test certificate with linkage to traders invoice stating batch no.
7. **Validity** of offers should be minimum 90 working days from the date of tender (Techno-Commercial Bid) opening.

8. **Delivery** in the promised period is the essence of contract. Confirm to supply according to delivery schedule mentioned.
9. **Payment terms:**  
For indigenous suppliers: 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment.  
For foreign suppliers: Payment through USANCE LC on 70<sup>th</sup> day of bill of lading date. All bank charges shall be to vendor's account.
- \* In case vendor does not agree, proper loading shall be done. Also in that case, third party inspection shall have to be arranged by supplier from any of the five inspection agencies namely: LRS/ BVQI/ DNV/ TUV/ Alfred H Knight at their cost.
10. CFFP/BHEL, Hardwar reserves the right to accept or reject any or all tenders without assigning any reason thereof.
11. Tenders not submitted in the prescribed manner are likely to be ignored / rejected.
12. Agent/Agency Commissioning: Payment of any kind at any stage will not be made to agent on account of agent commission or otherwise by CFFP/BHEL, Hardwar.
13. CFFP/BHEL, Hardwar may opt for E-auction/Reverse auction for obtaining best prices for part or full tendered quantity. BHEL also reserve the right to negotiate price with L1 vendor after reverse auction.
14. Please do intimate the personal contact details like Name, Mobile Number, Email-id etc of authorized executive for correspondence.
15. **Penalty:** Orders placed against this enquiry will be subject to normal clauses for imposing penalty. Liquidated Damages, Risk purchases, cancellation, arbitration as per terms and conditions of Tender Enquiry and Purchase orders in case of delay in effecting supply and/ or other defaults.  
**Liquidated damage:** The delivery of the goods shall be made strictly as per time limit specified in delivery schedule, failure to supply within this period will make the supplier liable to an conditional penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%.
16. **Inspection:** Final inspection of material shall be done after receipt of material at CFFP/BHEL, Hardwar. Acceptance of material shall be after final inspection and shall be binding. However, CFFP reserves the right to pre inspect the material at supplier works. In case material is found defective during warranty period, the same will be returned for repair and/ or replacement. For this vendor has to bear all the charges such as Freight, to and fro insurance etc. Bank Guarantee for the equal amount to the cost of the item is to be furnished by vendor. In case the repair is done at CFFP/BHEL the amount on actual shall have to be reimbursed by the Vendor and or adjusted on actual from their bill.
17. **Currency of Payment:** Mention the currency in which payment has to be made. For evaluation of price bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-1 bid in case of two part bid) shall be considered.
18. Traders should submit authorization letter from their principal alongwith offer.
19. Disputes: In event of any dispute arising out of contractual obligation, the order being finalized at Hardwar, India will be subject to Indian Laws and falls under jurisdiction of the court of Law at Haridwar, India. The overseas supplier hereafter referred to as "Vendor" shall therefore abide by the verdict of Court of Law at Hardwar, India.  
OR  
All disputes arising out of or in connection with the present contract, if any shall be finally settled under the rules of arbitration of International chamber of commerce by one or more arbitrator appointed in accordance with the said Rules in India.
20. BHEL reserves the right to place P.O. for part / full qty and on one or more than one sources.
21. Any Term & condition of the specific tender (if specified in tender & contradicts with above term) will supersede the above general terms & conditions.

**Proforma for Bank Guarantee**

In consideration of the Bharat Heavy Electrical Limited Siri fort N. Delhi through Division CFFP Hardwar (hereinafter called the Company') having agreed to exempt----- (hereinafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement no / PO no ----- date. ----- made between -----and ----- for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only).

1. We, \_\_\_\_\_ (Indicate the name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the Bank') at the request \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
2. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall

continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department / Division of Bharat Heavy Electrical Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_

<b>LIST OF BHEL CONSORTIUM BANK</b>	
<b>1</b>	<b>State Bank of India</b>
<b>2</b>	<b>Canara Bank</b>
<b>3</b>	<b>Bank of Baroda</b>
<b>4</b>	<b>Punjab National Bank</b>
<b>5</b>	<b>State Bank of Hyderabad</b>
<b>6</b>	<b>State Bank of Travancore</b>
<b>7</b>	<b>Corporation bank</b>
<b>8</b>	<b>Syndicate Bank</b>
<b>9</b>	<b>Indian Bank</b>
<b>10</b>	<b>Oriental Bank of Commerce</b>
<b>11</b>	<b>UCO bank</b>
<b>12</b>	<b>Central bank of India</b>
<b>13</b>	<b>IDBI Ltd.</b>
<b>14</b>	<b>HDFC Bank Ltd.</b>
<b>15</b>	<b>ICICI Bank Ltd.</b>
<b>16</b>	<b>Kotak Mahindra Bank ltd</b>
<b>17</b>	<b>The Federal bank Limited</b>
<b>18</b>	<b>Abn-Amro Bank</b>
<b>19</b>	<b>Citi Bank</b>
<b>20</b>	<b>HSBC</b>
<b>21</b>	<b>Deutsche Bank</b>
<b>22</b>	<b>Standard Chartered Bank</b>
<b>23</b>	<b>United bank of India</b>
<b>24</b>	<b>Vijaya Bank</b>
<b>25</b>	<b>Union Bank of India</b>
<b>26</b>	<b>Bank of India</b>
<b>27</b>	<b>Andhra Bank</b>
<b>28</b>	<b>Punjab &amp; Sind Bank</b>
<b>29</b>	<b>Axis Bank</b>

AUTHORISATION LETTER  
FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS)  
PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY

TYPE OF REQUEST (Tick One)  CREATE  CHANGE

BHEL Vendor/ Supplier Code	
Company's Name	
Address	
City	
Pincode	
State	
Contact Person(S)	
Telephone NO.	
FAX. No.	
e-mail id	
1. Bank Name	
2. Bank Address	
3. Bank Telephone No.	
4. Bank Account No.	
5. Account Type.	
6. Bank's Branch Code	
7. Bank Swift Code	
(applicable to EFT only)	
8. Enclose blank cancelled cheque	<input type="checkbox"/>

DECLARATION

1. I as representative/Owner of the above named company, hereby authorize BHEL CFFP, Ranipur, Haridwar to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.

(2) If the transsation is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transfereing Bank responsible.

3. This authority remains in full force untill BHEL, CFFP, Ranipur, Haridwar receives & acknowledge written notification requesting a change or cancellation.

4. I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment/EFT/RTGS.

Date:  
Authorized Signatory  
Designation

Company Seal

Verification By Bank

**Terms and conditions regarding Indian agent of foreign suppliers:**

01. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines- which require mandatory submission of an Agency agreement.
02. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
03. The agency agreement should specify the precise relationship between the foreign OEM/Foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or aboard from the OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and be made explicit in order to ensure compliance to laws of the country.
04. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
05. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
06. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
07. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure- 'A' shall apply in all such cases.
08. The supply and execution of the Purchase Order (including indigenous suppliers/service) shall be in the scope of the OEM/ Foreign principal. The OEM/ Foreign principal should submit their offer inclusive of all indigenous suppliers/services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian Supplier (s)/ agent on their behalf, the credentials/capacity/capability of the Indian Supplier (s)/ agent to make the supplies/Services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval and Review Procedure (SEARP), before opening of price bids. In this regards, details may be checked as per Annexure- 'B' (copy enclosed). It will be the responsibility of the OEM/ Foreign Principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SEARP available on [www.bhel.com](http://www.bhel.com).

The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/Foreign principal.

**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
- 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	<b>Name &amp; address of the firm</b>
1.0	<b>Products/ Systems / Services being considered for</b>
2.0	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal ( from whom capital equipment is procured)</li> <li>• Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
4.0	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	<b>Organisational strength</b>
6.0	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

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