



ISO 9001:2000
& 14001:2004
NAVARATNA
COMPANY

MATERIAL MANAGEMENT (PURCHASE)
CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR
RANIPUR, HARIDWAR (INDIA) – 249403
Phone No. 01334-281277/285635, FAX No. 01334-225892
e-mail : ranjank@bhelhwr.co.in, svn@bhelhwr.co.in

Sub: Tender Enquiry No: 1108P/930/2/0339U2 due on 30/01/2013 at 2.00 PM (IST)

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 (MT)	Date & Time of Tender Opening
01	1108P/930/2/0339U2	Pig Iron	200 MT	30/01/2013 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 or 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

(Ranjan Kumar)
Sr.DGM (Purchase)

Note: Corrigendum if any shall not be published, kindly visit web-site for any changes.



AA-17001

निविदा सूचना TENDER ENQUIRY

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट- हरिद्वार-249 403 (भारत)
Central Foundry Forge Plant, Haridwar-249 403 INDIA

Phone : (0091) (133) 485356, 485269 • Telefax : (0091) (133) 425892 • Telex : 05909-213 UPTT NO. HR-0041496 D1 01-04-1994
C S T NO. HR-5018287 D1 16-03-1997

निविदा सूचना सं. ENQUIRY NO.*	1108 P/ 930/2/0339U2	दिनांक Date	28-12-2012
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

M/S. :: DUE DATE **30-01-2013**

::

: Vendor Code **09285**

INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	FF1135760020 PIG IRON SPECIFICATION : IS:13502-1992.	200	MT	1	200 102/13 *

** 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.
 GUARANTEE CERTIFICATE REQUIRED.
 BASIC RATES, TAXES DUTIES SEPERATELY
 CENVATABL DUPLICATE COPY OF INVOICE.
 INSP AFTER RECPT AT CFFP.

* within 60 days from PO.

Special Instructions:
 PLEASE SUBMIT ANNEXRUE "A" (ENCLOSED) DULY FILLED, SIGNED AND STAMPED ALONGWITH TECHNO COMMERCIAL BID OF YOUR OFFER.
 IN CASE OF NON SUBMISSION OF ANNEXURE "A" YOUR OFFER IS LIABLE TO BE IGNORED.
 GENERAL TERMS & CONDITIONS, SCOPE OF THIRD PARTY INSPECTION ALSO ENCLOSED.
 DELIVERY SCHEDULE (FOR DESTINATION - CFFP BHEL HARIDWAR):
 PIG IRON SERIAL No. 3.1, DESIGNATION PG Si3 Mn3 P8 OF TABLE 2 OF SPECIFICATION IS 13502: 1992 IS REQUIRED.
 TERMS & CONDITIONS REGARDING INDIAN AGENT OF FOREIGN SUPPLYER IS ENCLOSED.

For new vendors who are not registered with CFFP BHEL Haridwar, duly filled up Supplier Registration Form (available at www.bhel.com) along-with all the supporting documents has to be submitted along-with techno-commercial bid of offer. However please note that if in any case duly filled up SRF along-with all the supporting documents is not received within 15 days of tender opening your offer will be rejected.



**निविदा सूचना
TENDER ENQUIRY**

**भारत हैवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd**
सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट- हरिद्वार-249 403 (भारत)
Central Foundry Forge Plant, Hardwar-249 403 INDIA

AA-17001

Phone : (0091) (133) 485356, 485269

• Telefax : (0091) (133) 425892 • Telex : 05909-213

UPTT NO. HR-0011496 Dt. 01-04-1999
C S T NO. HR-5018287 Dt. 16-03-1995

निविदा सूचना सं. ENQUIRY NO.★	1108 P/ 930/2/0339U2	दिनांक Date	28-12-2012
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

MATERIAL CODE QUANTITY UNIT LOTNO
ITEM DESCRIPTION

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.
- * 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

L P Badoni
L P BADONI

SR.ENGINEER(PUR)

IS 13502 : 1992
(Superseding IS 224 : 1979,
IS 2841 : 1978 and IS 2842 : 1980)
(Reaffirmed 2005)

भारतीय मानक
कच्चा लोहा — विशिष्ट

Indian Standard
PIG IRON — SPECIFICATION

UDC 669.162.275.124

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BUREAU OF INDIAN STANDARDS
MANAK BHAVAN, 9 BAHADUR SHAH ZAFAR MARG
NEW DELHI 110002

September 1992

Price Group 2

FOREWORD

This Indian Standard was adopted by the Bureau of Indian Standards, after the draft finalized by the Pig Iron and Cast Iron Sectional Committee had been approved by the Metallurgical Engineering Division Council.

While reviewing the following three Indian Standards on Pig Iron, namely:

IS 224 : 1977 Foundry pig iron for general purposes (*fourth revision*)

IS 2841 : 1978 Pig iron for special purposes (*second revision*)

IS 2842 : 1980 Basic pig iron for steel making purposes (*second revision*)

the committee decided to amalgamate them into one standard. In the preparation of this standard necessary assistance has been derived from ISO 9147 : 1987 'Pig iron — Definition and classification' issued by the International Organization for Standardization.

Grade designation of pig iron has been modified on the basis of IS 2084 : 1991 'Code for designation of pig iron (*second revision*)'. Silicon (Si) is represented by a single integer (X) obtained after rounding off twice the average percentage of silicon content.

Manganese (Mn) content is indicated as four times the average percentage of manganese rounded off to the nearest integer. Phosphorus (P) content is indicated as hundred times the maximum percentage of phosphorus.

For the purpose of deciding whether a particular requirement of this standard is complied with the final value, observed or calculated, expressing the result of a test or analysis, shall be rounded off in accordance with IS 2 : 1960 'Rules for rounding off numerical values (*revised*)'. The number of significant places retained in the rounded off value should be the same as that of the specified value in this standard.

Indian Standard

PIG IRON — SPECIFICATION

1 SCOPE

1.1 This standard covers requirements of pig iron for steel making and for foundry purposes.

2 REFERENCES

IS No.	Title
228 : 1959	Methods of chemical analysis of pig iron and plain carbon low alloy steels (<i>revised</i>)
397	Method for statistical quality control during production:
(Part 1) : 1972	Control charts for variables (<i>first revision</i>)
(Part 2) : 1985	Control charts for attributes and count of defects (<i>second revision</i>)
1387 : 1967	General requirements for the supply of metallurgical materials (<i>first revision</i>)
2084 : 1991	Code for designation of pig iron (<i>second revision</i>)

3 DEFINITIONS

3.1 Pig Iron

An iron-carbon alloy with more than 2 percent carbon and with contents of other elements equal to or less than the limits given in Table 1. It is intended for further processing in the molten condition into steel or cast-iron. Pig iron is delivered either in the molten state or in the solid state in primary forms such as pigs or similar solid pieces and granulates.

Table 1 Limits of Alloy Elements for Pig Iron

Element	Limit* (Percent)
Manganese	< 30.0
Silicon	< 8.0
Phosphorus	< 3.0
Chromium	< 10.0
Other alloying elements (Total)	< 10.0

*Iron with higher contents than specified above are ferro alloys and not pig iron.

4 GRADES

4.1 Gradewise classification of pig iron indicated in Table 2 is based on the chemical composition. When analysed in accordance with IS 228 : 1959 pig iron shall meet the requirements for the grade(s) as given in Table 2.

4.2 In case of doubt the correct classification of the pig iron into one of the grade indicated in Table 2 shall be determined by check analysis. The conditions for sampling, including the conditions for the number of tests, shall correspond to the conditions usually applied in cases of dispute for deliveries of disputed chemical composition.

4.3 The purchaser should clearly state the grade designation required both in the enquiry and in the order. Supply of material of composition within limits narrower than those covered in Table 2 may be mutually agreed between the purchaser and the manufacturer.

5 SUPPLY OF MATERIAL

5.1 General requirements relating to the supply of material shall be as laid down in IS 1387 : 1967.

6 SIZE AND MASS

6.1 The mass of pig shall be either 45 kg having two notches or 22.5 kg having one notch subject to mutual agreement between the purchaser and the manufacturer. The depth of the notches shall be such as to make the pig easily breakable. Any size smaller than that mentioned above shall be acceptable.

6.1.1 The dimensions of the two sizes of pigs as given in 6.1 and the particulars of the notches are shown in Fig. 1 and Fig. 2.

7 SAMPLING AND CRITERIA FOR CONFORMITY

7.1 The methods for chemical analysis are described in Annex A.

7.2 A lot (*see* Table 3) shall be declared as conforming to the requirements of the specifications (*see* Table 2) if the test results of the analysis (*see* 4.1) are found satisfactory.

8 MARKING

8.1 The material shall be legibly marked with the following:

- a) Cast number/grade of the material, and
- b) Manufacturer's name or trade-mark.

8.2 The material may be colour coded as agreed to between the purchaser and the manufacturer.

8.3 The material may also be marked with the Standard Mark, which a licence for the use of the standard mark may be granted to manufacturers or processors, may be obtained from the Bureau of Indian Standards.

Table 2 Gradewise Classification and Designation of Pig Iron According to Chemical Composition

(Clauses 4.1 and 4.2)

No.	Pig Iron for	Designation	Chemical Composition, Percent			
			Silicon	Manganese	Phosphorus	Sulphur Max
1.1	Steel making	PG Si × Mn 1 P 40	See Note 1 Below	< 0.5	< 0.4	0.06
1.2		PG Si × Mn 3 P 40		0.5 to 1.0		
1.3		PG Si × Mn 5 P 40		1.0 to 1.5		
2.1	Foundry purpose	PG Si × Mn P 8		< 0.1	< 0.08	0.02
2.2		PG Si × Mn 1 P 8		0.1 to 0.5		
3.1		PG Si × Mn 3 P 8		0.5 to 1.0	< 0.08	0.06
3.2		PG Si × Mn 3 P 12			0.08-0.12	
3.3		PG Si × Mn 3 P 20			0.12-0.20	
3.4		PG Si × Mn 3 P 40			0.20-0.40	
3.5		PG Si × Mn 3 P 100			0.40-1.00	
3.6		PG Si × Mn 3 P 130			1.00-1.30	
3.7		PG Si × Mn 5 P 8		1.0 to 1.5	< 0.08	0.06
3.8		PG Si × Mn 5 P 12	0.08-0.12			
3.9	PG Si × Mn 5 P 20	0.12-0.20				
3.10	PG Si × Mn 5 P 40	0.20-0.40				
3.11	PG Si × Mn 5 P 100	0.40-1.00				
3.12	PG Si × Mn 5 P 130	1.00-1.30				
4.0	PG—Any other purpose*					

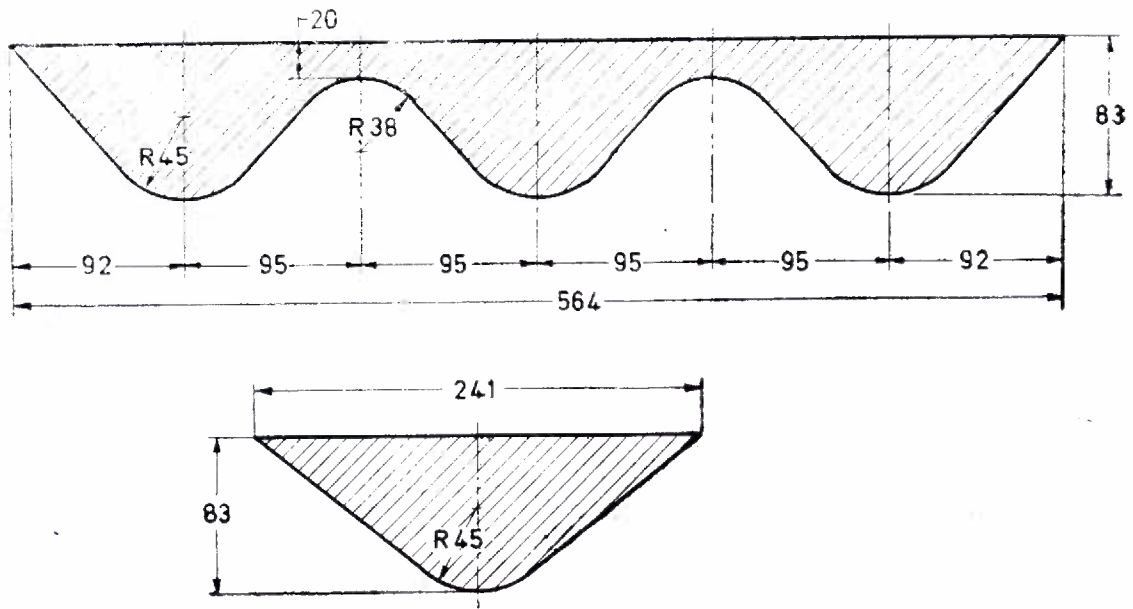
*Pig iron with limits given in Table 1.

NOTES

1 When ordering, the integer given below shall be substituted for the symbol 'X' in the designation to specify silicon range:

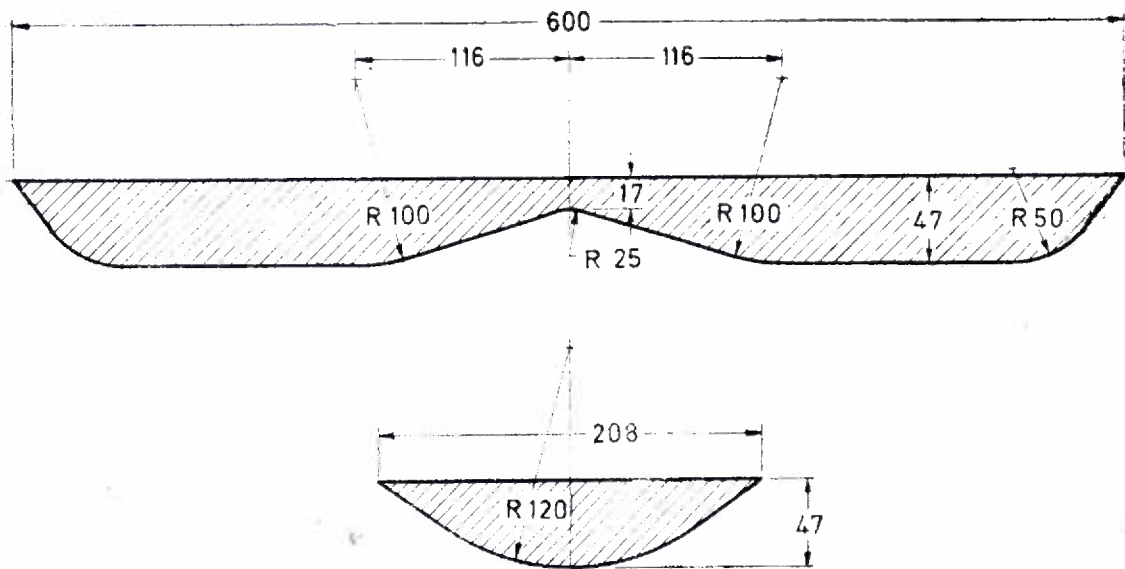
Integer	Steel Marking Pig Iron	Foundry Pig Iron
1	< 0.75	—
2	> 0.75 but < 1.25	> 0.75 but < 1.25
3	> 1.25 but < 1.75	> 1.25 but < 1.75
4	—	> 1.75 but < 2.25
5	—	> 2.25 but < 2.75
6	—	> 2.75 but < 3.25
7	—	> 3.25 but < 3.75
8	—	> 3.75 but < 4.25

2 Other elements such as Cr, Mo, Ni, Ti, V, etc., may be present in traces (total not exceeding 10%). The content of these elements shall not be used in the classification of pig iron.



All dimensions in millimetres.

FIG. 1 45 kg PIG WITH TWO NOTCHES



All dimensions in millimetres.

FIG. 2 22.5 kg PIG WITH ONE NOTCH

ANNEX A

(Clause 7.1)

SAMPLING FOR CHEMICAL ANALYSIS OF PIG IRON FOR STEEL MAKING AND FOUNDRY PURPOSES

A-0 GENERAL

A-0.1 The reliability of conclusions reached by following any sampling plan is largely dependent on the homogeneity of the material sampled. For reducing the quality fluctuations of pig iron to a minimum, it is necessary to adopt a stable control of production. In this connection guidance may be obtained from IS 397 (Part 1) : 1972 and IS 397 (Part 2) : 1975.

A-0.2 For the grading of pig iron, it is recommended that representative samples be taken from the molten metal as described in **A-1**. However, if the purchaser so desires, he may ascertain the correct gradings of the material by the procedure recommended in **A-2**.

A-1 SAMPLING MOLTEN METAL DURING PRODUCTION

A-1.1 Sampling of molten metal be done ladle-wise either while collecting during tapping or while pouring it at the pig casting machine, depending upon the convenience of the manufacturer. In either case, spoon samples shall be taken from the flow, one in the beginning, the other in the middle and the third in the end and poured into suitable moulds (consisting of test ingot mould and bar or finger sample mould).

A-1.2 The surface of the test ingots shall be thoroughly cleaned and the ingots shall be drilled from a point on the control longitudinal line of the upper surface to within 6 mm of the bottom. The drillings so obtained from different test ingots (each representing a ladle) shall be mixed and crushed if necessary, to pass through 500-micron IS Sieve.

A-1.3 The average sample obtained as in **A-1.2** shall be analysed and the grade of pig iron cast from any ladle shall be determined on the basis of the average test result obtained for that ladle.

A-2 SAMPLING OF PIGS

A-2.1 Lot

In any consignment, all the pigs of the same grade from the same manufacturer shall be grouped together to constitute a lot of not more than 1 000 tonnes.

A-2.2 The number of pigs to be selected from a lot shall depend on the size of the lot as given in Table 3. The sample shall be selected at random from different locations throughout the bulk.

Table 3 Scale of Sampling

Mass of the Lot (In tonnes)	No. of Pigs to be Selected
Up to 25	4
26 to 50	5
51 to 100	7
101 to 150	10
151 to 300	15
301 to 500	20
501 and above	25

A-2.3 From each of the pigs chosen according to **A-2.2**, drillings shall be obtained in the following manner.

The entire surface of the pigs shall be thoroughly cleaned with a strong wire-brush prior to drilling to prevent any extraneous matter getting mixed up with the drillings. Two holes shall be drilled in each pig with a suitable drill to a depth of 6 mm without the use of any cutting fluid and the drillings discarded. The drill shall then be replaced in the holes and the pigs drilled until the drill almost penetrates to a depth of 6 mm from the other side. These drillings shall be collected, and approximately the same mass of drillings shall be taken from each pig and mixed together. The mixed drillings, shall then be crushed gently in an iron mortar until the whole quantity passes through 500 micron IS Sieve. After thorough mixing, the bulk of the crushed drillings may be reduced in quantity by coning and quartering method till a suitable mass of sample is obtained for analysis.

A-2.3.1 Should any pig be found too hard for drilling, the sample may be prepared by annealing before drilling as specified in **A-2.3** or by breaking small portions from the pig and crushing.

A-2.3.2 The sample for analysis shall then be divided into three equal parts in the presence of the supplier and the purchaser or their representatives, if they so desire. One of these three parts shall be marked for the purchaser, another for the supplier and the third as referee sample to be used in case of any dispute between the purchaser and the manufacturer.

Standard Mark

The use of the Standard Mark is governed by the provisions of the *Bureau of Indian Standards Act, 1986* and the Rules and Regulations made thereunder. The Standard Mark on products covered by an Indian Standard conveys the assurance that they have been produced to comply with the requirements of that standard under a well defined system of inspection, testing and quality control which is devised and supervised by BIS and operated by the producer. Standard marked products are also continuously checked by BIS for conformity to that standard as a further safeguard. Details of conditions under which a licence for the use of the Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

Bureau of Indian Standards

BIS is a statutory institution established under the *Bureau of Indian Standards Act, 1986* to promote harmonious development of the activities of standardization, marking and quality certification of goods and attending to connected matters in the country.

Copyright

BIS has the copyright of all its publications. No part of these publications may be reproduced in any form without the prior permission in writing of BIS. This does not preclude the free use, in the course of implementing the standard, of necessary details, such as symbols and sizes, type or grade designations. Enquiries relating to copyright be addressed to the Director (Publications), BIS.

Revision of Indian Standards

Indian Standards are reviewed periodically and revised, when necessary and amendments, if any, are issued from time to time. Users of Indian Standards should ascertain that they are in possession of the latest amendments or edition. Comments on this Indian Standard may be sent to BIS giving the following reference:

Doc : No. MTD 6 (3454)

Amendments Issued Since Publication

Amend No.	Date of Issue	Text Affected

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COIMBATORE. FARIDABAD. GHAZIABAD. GUWAHATI. HYDERABAD.
JAIPUR. KANPUR. LUCKNOW. PATNA. THIRUVANANTHAPURAM.

Tender Enquiry No.: 1108P/930/2/0339U2 dated 22/12/2012.

Name of Vendor:.....

	Conditions	Vendor's Confirmation / Comments (In case of blank / no comments it shall be deemed to have been accepted by vendor)
1	Material – Pig Iron - shall be supplied as per specification no. IS 13502:1992 (attached with enquiry) in all respect i.e. size, chemical composition, inspection, test certificate, packing & marking etc. without any deviation. Material found in nonconformity to conditions of specification no. IS 13502:1992 is liable to be rejected. <u>Pig Iron mentioned at Sl. No. 3.1, Designation PG Si x Mn 3P8 of Table 2 at page no. 2 of specification IS 13502:1992 is required.</u>	
2	Guarantee Certificate (confirming that supplied material conform specification no. IS 13502:1992 and PO conditions) shall be provided along with despatch documents.	
3	Original Manufacturer's Test Certificate (with linkage to supplied material) shall be provided along with dispatch documents. Material shall be supplied in original manufacturer's packing with marking as per specification.	
4	Final Inspection after receipt of material at CFFP. Final acceptance of material will be as per inspection clause of PO specification. In case of rejection, material shall be replaced free of cost.	
5	Delivery of material shall be made on FOR Destination (Central Stores/CFFP/BHEL Haridwar) – door delivery basis. Quoted rate should be inclusive of all the charges like freight, insurance, etc. or else proper loading shall be done. Foreign vendor can quote delivery on CIF/ Nhava Sheva Port, Mumbai basis.	
6	Price bid will be opened through Reverse Auction. However BHEL may also consider opening of price bid submitted along with offer through tender box. Please confirm your acceptance for the same.	
7	Payment Terms: For Indian suppliers - 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment or else proper loading shall be done. For foreign suppliers: Payment through USANCE LC on 70th 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 third party pre-despatch inspection shall have to be arranged by supplier from any of the five inspection agencies namely: LLOYD/TUV/DNV/BVIS/ ALFRED H.KNIGHT FERROUS LTD. at their cost.	
8	Validity of offers : minimum 120 days from tender opening date	
9	Rates shall be Firm till execution of purchase order	
10	Material will be supplied as per delivery schedule required in tender enquiry / PO (FOR destination basis). Any request for extension in delivery schedule of Purchase Order / waiver of LD shall not be considered.	

11	<p>LD / Penalty / Risk Purchase shall be applicable as per Purchase Order terms. LD Clause: 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 a penalty of 1/2 (half) percent of the price of the goods in arrear per week subject to a maximum of 10%. In case supplier does not agree for LD clause BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted are not suiting, BHEL may ignore the offer. Any correspondence in this regard shall not be entertained.</p>	
12	<p>For new vendors who are not registered with CFFP BHEL Haridwar, duly filled up "Supplier Registration Form" (available at www.bhel.com) along-with all the supporting documents has to be submitted along-with techno-commercial bid of offer. Please confirm that SRF is being submitted with your offer if applicable. However please note that if in any case duly filled up SRF along-with all the supporting documents is not received within 15 days of tender opening your offer will be rejected.</p>	
13	<p>BHEL will prefer to deal directly with foreign vendor/ original manufacturer. In case, vendor engages any Indian agent or take service of any Indian agent, copy of agent agreement required along with offer in line with Annexure-IV attached.</p>	
14	<p>Indian Vendors shall quote their price only in INR. Foreign vendors shall quote their price only in USD, EURO, UK POUND STERLING and JAPANESE YEN.</p> <p>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.</p>	
15	<p>Vendor shall quote price both in words & figures. If there is any difference between price quoted in words & figures, price quoted in words shall prevail and binding.</p>	
16	<p>A. In case of any difference in conditions quoted above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.</p> <p>B. Evaluation shall be on the basis of delivered cost (i.e.) "total cost to BHEL".</p> <p>C. Non acceptance of any of the above conditions may result in rejection of your offer.</p> <p>D. Terms & Conditions not specified above will be as per Annexure-B No GTCRM NO. 01 Rev.05 Date: 25.10.2012 enclosed.</p>	
17	<p>Please provide contact person name, telephone nos. , fax no. & email id</p>	

The scope of third party inspection shall be as under:

1. The inspection is to be carried out as per the ordered specification ensuring original manufacturer's packing, Original manufacturer test certificates etc as per specification and the linkage.
2. The material should be identified as per the specification like original manufacturer's name, Batch/lot no, Net weight, material name. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the third party inspection report.
3. The test certificate should contain the complete witnessing of the chemical analysis of material as per IS1472 for nos of test required in a lot and their testing methodology for evaluating nos of element required by the material specification, size verification as per P.O. Specification, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY
ANNEXURE-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 from duly filled must be submitted along with the offer which can be downloaded from our web site www.bhel.com or 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 manufacture'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 70th 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.

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.

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.

Annexure-B

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
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
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	Organisational strength
6.0	Other particulars
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	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)