



ISO 9001:2000
& 14001:2004
MAHARATNA
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, kraj@bhelhwr.co.in

Sub: Tender Enquiry No: 5109 P/ 901/3/0372W1 due on 23/12/2013 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.	Date & Time of Tender Opening
01	5109 P/ 901/3/0372W1	TIN INGOTS	10 MT	23/12/2013 at 2.00 PM (IST)

Kindly read terms and conditions of tender enquiry 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)
AGM (Purchase, MPIC & SDC)

Note: Corrigendum if any shall not be published, kindly visit web-site for any changes.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-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 Dt. 01-04-1993
C S T NO. HR-5018287 Dt. 16-03-1993

निविदा सूचना सं. ENQUIRY NO.*	5109 P/901/3/0372W1	दिनांक Date	28-11-2013
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

Office Copy

DUE DATE

23-12-2013

09285 M/S : : :
: : INDIA

Item Description	Quantity	Unit	Lot	Quantity	Lot	Date
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1	FF1285799011	10000	KG			
	TIN INGOTS					
	EACH WEIGHING 40KG(MAX)					
	SPEC: FF06048 REV 00 REV: ??					

Delivery schedule mentioned
below as special instructions
28/11/13

** 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
CENVATABLE DUPLICATE COPY OF INVOICE.
INSP AFTER RECPT AT CFFP.

Special Instructions:

PLEASE SUBMIT ANNEXURE "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 : ANNEXURE-B IS ALSO ATTACHED.
DELIVERY SCHEDULE:-

For Indian Suppliers :- (FOR DESTINATION BASIS- C.STORE, CFFP, BHEL, HARIDWAR)
IN ONE LOT OF 10 MT- WITHIN 60 DAYS FROM P.O. DATE.

For Foreign Suppliers:- (DELIVERY TERM ON CIF , NHAVA SHEVA , MUMBAI BASIS)
IN ONE LOT OF 10 MT F.O.B. DELIVERY- WITHIN 30 DAYS FROM L.C. / P.O. DATE, WHICH
EVER IS LATER.
L.D. WILL BE APPLICABLE AS PER ABOVE MENTIONED DELIVERY SCHEDULE.

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

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

निविदा सूचना सं. ENQUIRY NO.*	5109 P/ 901/3/0372W1	दिनांक Date	28-11-2013
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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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BHEL, Harwar 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

राज किशोर
RAJ KISHORE 28/11/13
MANAGER

6

SUBSIDIARY INVENTORY NO:	जारी की जाने वाली प्रतियाँ:	HIGH PURITY TIN INGOTS
<p>1.0 GENERAL:</p> <p>This specification governs the quality requirements of High Purity Tin Ingots of grade Sn: 99.85</p> <p>2.0 APPLICATION:</p> <p>Used for alloying additions in copper based alloys in foundries, manufacturing of solders and tin based babbitts and soldering of retaining bands of armatures and rotors.</p> <p>3.0 CONDITION OF DELIVERY:</p> <p>As cast.</p> <p>4.0 COMPLIANCE WITH NATIONAL STANDARD:</p> <p>The material shall comply, in general with the requirements of the following national standard and also meet the requirements of this specification. IS :26 -1992, Gr: Sn 99.85 : Tin Ingot.</p> <p>5.0 SIZE AND SHAPE:</p> <p>The material shall be in the form of ingots weighing not more than 40 kg each.</p> <p>6.0 MANUFACTURE:</p> <p>Tin (Sn) shall be produced by any approved process of smelting and refining.</p> <p>7.0 FREEDOM FROM DEFECTS:</p> <p>The ingots shall be free from dross, slag and other foreign inclusions and shall have a clean surface.</p>		

संस्थापक DIRECTOR	अध्यक्ष CHAIRMAN	सचिव SECRETARY	अनुमोदित APPROVED	तैयार किया PREPARED	जारी ISSUED	जारी ISSUED	जारी ISSUED
	SEMINATH GHOSH SEBASTIANO P. KRISHNACHARTY	 07/04/2010 DATE & SIGNATURE	T DAVE A K CHAKRABORTY DR. ANIRUDDH	FOUNDRY TECH	FOUNDRY TECHNOLOGY	2010	2010

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संस्थापक एवं सचिव के बीच की प्रतियाँ संस्थापक के पास रहेंगी।
 प्रतियाँ जारी करने पर संस्थापक को सूचित किया जाएगा।

8.0 TEST SAMPLES:

Unless otherwise agreed, one ingot shall be selected from each consignment of 1000 kg or part thereof representing one heat of the metal produced under uniform conditions of manufacture and offered for tests at one time.

The method of preparing samples for chemical analysis shall be in accordance with IS:1817:1961

9.0 CHEMICAL COMPOSITION:

The chemical composition of the material, when analysed in accordance with IS: 1940- Method of Chemical Analysis of Tin Ingots, shall have the following composition:

Element	% minimum	% maximum
Tin (Sn)	99.85	-
* Lead (Pb)	-	0.04
* Antimony (Sb)	-	0.04
* Bismuth (Bi)	-	0.04
* Copper (Cu)	-	0.04
* Arsenic (As)	-	0.04
* Iron (Fe)	-	0.01
* Total impurities (including lead, antimony, bismuth, copper, arsenic and iron)	-	0.15

10.0 Inspection and Replacement

10.1 BHEL reserves the right to inspect material at vendor/manufacturers' premises before despatch. The supplier shall intimate in advance about readiness of material enclosing a copy of test certificate of the material offered for inspection. However inspection at BHEL shall be final. The supplier shall offer BHEL representative all reasonable test facilities without charge to satisfy the latter that the material being furnished is in accordance with this specification. The supplier shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his works, the supplier shall make necessary arrangements for carrying out the prescribed tests elsewhere.

10.2 If the material received is not found in accordance with these requirements, it shall be rejected and the supplier will have to replace it free of cost at the earliest.

DATE OF ORDER ORDER NO.		संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी. - हरिद्वार) PLANT PURCHASE SPECIFICATION (CFEP - HARDWAR)	FF 06048 Rev 00 पृष्ठ का Page 2 of 4
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निर्देशिका WORKED BY	T DAVE		
जांचक CHECKED BY	AKC		

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स्वतंत्रता और गुणवत्ता
 स्वतंत्रता और गुणवत्ता का अर्थ है कि हम अपने उत्पादों को सही ढंग से तैयार करते हैं और उन्हें सही ढंग से प्रदान करते हैं।

DATE OF ORDER
 ORDER NO.

11.0 Test Certificates

Unless otherwise specified, one original and three copies of original manufacturer's test certificates shall be supplied with each consignment bearing the following information. In order to facilitate quick clearance of material, the supplier shall ensure to send a copy of test certificate along with despatch document.

- a. BHEL PO No. with Date
- b. Specification No.
- c. Supplier reference
- d. Identification No. / Batch No.
- e. Test results as per Clause 9.0
- f. Any other specific information which the supplier would like to convey.

Suppliers other than the original manufacturer shall ensure providing original manufacturer's test certificates with linkage to supplier's invoice stating the batch No., lot No., etc of the supply.

12.0 Packing and Marking

The material should be **packed** in suitable packing to avoid scale formation, pilferage and damage to the ingots during transportation, storage and to facilitate handling. Packing should be that of the original manufacturer. Each container shall have the following marking.

- (a) Supplier's name and trade mark, if any.
- (b) Name of the product, grade
- (c) Melt No./Batch No.
- (d) Net Weight & Gross Weight

स्वतंत्रता दिवस: 15 अगस्त 1947
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 स्वतंत्रता दिवस: 15 अगस्त 1947

प्रकृतिकारी BY		निरीक्षणकर्ता CHECKED BY	T DAVE		
सत्यापित BY		जांचकर्ता CHECKED BY	AKC		



संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी. - हरिद्वार)

PLANT PURCHASE SPECIFICATION
(CFPP - HARDWAR)

FF 06048 Rev 03

पृष्ठ का
Page of

RECORD OF CHANGES

Rev Code	No. of changes	Sheet No.	Nature of Change	Sign	Date

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संस्थागत एवं गोपनीय
संस्थागत एवं गोपनीय
संस्थागत एवं गोपनीय

DISTRIBUTION OF PRINTS

RMI	√
STANDARD SECTION	√
MPIC	√

ड्राफ्टिंग
SUN A. DAS I.C.

डिजाइनर DRAWN BY	T DAVE		
जांचकर्ता CHECKED BY	AKC		

Tender Enquiry No.: 5109 P/ 901/3/0372W1

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 – Tin ingots - shall be supplied as per specification no. FF06048 Rev00 (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. FF06048 Rev00 will not be considered.	
2	Guarantee Certificate as per clause 10.0 of our specification no. FF06048 Rev00 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	<p>Delivery Term :-</p> <p>A. <u>For Indian Suppliers:</u> FOR, Destination (Door delivery basis). Destination will be C.Store, CFFP, BHEL, Haridwar.</p> <p>B. <u>For Foreign suppliers:</u> On CIF, Nhava Sheva , Mumbai</p> <p>For both above suppliers, quoted rate should be inclusive of the charges like freight, service tax on freight, insurance etc. for the delivery term given above, or else proper loading shall be done.</p>	
6	<p>Delivery Schedule :-</p> <p>A. <u>For Indian Suppliers:</u> In one lot–within 60 days from P.O. date</p> <p>B. <u>For Foreign suppliers:</u> In one lot F.O.B. delivery–within 30 days from L.C. / P.O. date, whichever is later. L.D. will be applicable as per above mentioned delivery schedule.</p>	

7	<p><u>Conditions for opening of Price :-</u></p> <ol style="list-style-type: none"> 1. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. 2. Only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 	
8	<p>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. Loading will be @ Base rate of SBI + 6% [on the tender opening date-(Part-1 bid in case of two part bid)].</p> <p>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 at their cost. Loading will be @ Base rate of SBI + 6% [on the tender opening date-(Part-1 bid in case of two part bid)].</p>	
9	Validity of offers : minimum 90 days from tender opening date	
10	BHEL may place order for part quantity. Quoted rate not to be linked with order quantity.	
11	Rates shall be Firm till execution of purchase order.	
12	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.	
13	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	

	<p>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>	
14	<p>BHEL reserves the right to arrange material at the risk & cost of supplier, if supplier fails to supply the material as per specification of Tender enquiry and PO within delivery period of Purchase order. Any additional cost incurred by BHEL in arranging the material for the ordered quantity will be recovered from supplier(s) to whom PO(s) was placed.</p>	
15	<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 liable to be ignored.</p>	
16	<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>	
17	<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>	
18	<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>	
19	<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>	

	D. Terms & Conditions not specified above will be as per Annexure-B No GTCRM NO. 01 Rev.05 Date: 25.10.12 enclosed.	
20	Please provide contact person name, telephone nos. , fax no. & email id	

Date:

Signature with Name of authorized signatory)
Seal of the Company .

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 Haridwar, 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 Haridwar, 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.

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Annexure-A

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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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)

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