



ISO 9001:2008
&14001:2004
NAVARATNA
COMPANY

MATERIAL MANAGEMENT (PURCHASE)
CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR
RANIPUR, HARIDWAR (INDIA) – 249403
Phone No.+91-1334-281277/284684, FAX No. 225892
e-mail : rohit_v@bhelhwr.co.in; ranjank@bhelhwr.co.in

Sub: Tender Enquiry No: 1212/P/351/4/0593C1 due on 25.03.15, at 2.00 PM

Dear Sir,

We are pleased to invite offer as per enclosed specifications with terms and conditions in sealed covers for the under mentioned items.

SI No	Tender No	Description of Material	Qty	Date & Time of Opening
01	1212/P/351/4/0593C1	Phenol Resin & Catalyst	250 MT & 125 MT	25.03.15 at 2.00 PM

KINDLY READ TERMS AND CONDITIONS. OFFER NOT 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.

Unregistered vendors should download Vendor Registration Form and submit same duly filled along with offer.

Thanking You,

Yours Faithfully,
For & On behalf of CFFP, BHEL, Hardwar

(Rohit Varshney)
Dy Mgr (Purchase)

Note: Corrigendum if any shall not be published, kindly refer websites for any changes.

निविदा सूचना सं. ENQUIRY NO.★	1212 P/ 351/4/0593C1	दिनांक Date	28-02-2015
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

M/S. :: DUE DATE 25-03-2015
::
: Vendor Code 09285
INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	FF5490099011 PHENOL FORMALDEHYDE RESIN. Spec Rev not available ?????????????????? FF06004R06	250000	KG		
2	FF5550099012 CATALYST FOR PHENOL FORMALDEHY DE RESIN. Spec Rev not available ?????????????????? FF06004R06	125000	KG		

** 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.

Special Instructions:
Submit Annexure 'A' duly filled, signed & stamped with the offer.
SPECIFICATION ARE ENCLOSED.
Delivery Schedule: On Intimation. Contract validity 15 months from PO date.

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

Page No 1

[Handwritten Signature]
28/2/15

★ 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
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

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

निविदा सूचना सं. ENQUIRY NO.*	1212 P/ 351/4/0593C1	दिनांक Date	28-02-2015
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

MATERIAL CODE QUANTITY UNIT LOTNO
ITEM DESCRIPTION

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

ROHIT VARSHNEY
Dy. Manager(Purchase)

★ 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)
PRE QUALIFICATION CRITERIA		
1	Material shall be supplied as per specification no. FF06004 R06 in all respects without deviation.	
2	Vendor must be manufacturer of material. Offer from Dealer, Stockiest & Trader will not be considered.	
3	Vendor must have been supplying the material to Steel Foundries. Order copies from Foundries to be submitted along with the offer. Vendor must have supplied minimum 100 MT per annum of material (Phenolic Resin-Acidic or Alkaline) for at least two years to Steel Foundries. The order must have been executed during the period of 01.01.2007 to 31.12.2014. This clause is not applicable to vendors already registered with CFFP for Resin & Catalyst.	
4	For vendors not registered with CFFP for Resin & Catalyst: 10 Kg free sample of Resin & 5 Kg free sample of Catalyst as per specification will be demanded after technical scrutiny of offer. Price bid of only technically suitable vendors whose sample are OK in lab trials (based on clauses 3.1, 4.1, 4.2, 4.3.1, 5.2 & 6.3 of FF06004 R06) shall be opened.	
5	Offer received for less than 70% of enquired quantity will not be considered.	
6	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 www.bhelhwr.co.in & www.bhel.com). If duly filled SRF is not received within 10 days of opening of techno commercial bid, offer may not be considered for price bid opening.	
OTHER TECHNO COMMERCIAL TERMS		
7	Guarantee Certificate (as per specification/enquiry) shall be provided along with despatch documents.	
8	Original Manufacturer's Test Certificate shall be provided along with despatch documents.	
9	Final inspection shall be carried out after receipt of material at CFFP. However, CFFP reserves the right to pre inspect the material at supplier works.	
10	Delivery shall be made on FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar, Freight & Insurance charges to vendor's account.	
11	Delivery Schedule shall be On Intimation. Contract validity: 15 months from PO date.	
12	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. In case BHEL decides to go for Reverse Auction, 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. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in Online Sealed bid) may not be allowed to participate in further RA process.	
13	Payment Term: 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. * In case vendor does not agree, proper loading shall be done. Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.	
14	Validity of offer: Minimum 120 days from tender opening date.	

	Offers with validity less than 120 days may not be considered.	
15	The price offered for Resin shall be with the following PVC Clause. The price for Catalyst shall be firm for the order qty. <u>PVC Clause for Resin only:</u> For every one rupee or part thereof increase/ decrease in the price of phenol per kg, the basic rate of resin shall be increased/ decreased by Rs 0.50 per kg or part thereof. Increase/decrease in the price of resin shall be operated on the basis of documentary evidence (price circular of M/s SI group India ltd (Formerly M/s Schenerctady Herdillia Ltd)). The price ruling on last day of the preceding month of the supply date will form the basis for increase / decrease in price of resin. The latest price of phenol available as on date of tender opening shall be taken as base price of phenol for the Tender.	
16	Ordering will be done on two sources with L1 getting 70% of the enquired quantity. For balance 30% qty, L2 will be counter offered L1 landed rate & if accepted ordering will be done accordingly. In case L2 does not accept, L3 & further L4 will be counter offered the balance qty.	
17	CFFP/BHEL reserves the right to order part quantity.	
18	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%.	
19	Provide name, mobile no. & email address of the contact person	
20	Risk Purchase: In case of delayed/defective supplies or non fulfillment of any other terms & conditions given in the Purchase Order, the purchaser may cancel the purchase order in full or part thereof and may also make the purchase of such material at the risk & cost of supplier.	
21	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.	

Note: Evaluation for L1 status shall be done on basis of “Landed cost net of Cenvat at CFFP”.

Date:

Signature with Seal of the Company



PLANT PURCHASE SPECIFICATION
(CFFP - HARDWAR)

4.2 Catalyst (Typical)

The catalyst should be super saturated solution of para toluene sulphonic acid (PTSA). The minimum normality of the catalyst shall be 4 N.

4.3 Sand-Mixes

4.3.1 The sand mix prepared as per clause 5.0 shall be tested for compression strength, bench life and following requirement shall be met.

Time after making of AFS standard specimen		Minimum compression strength at ambient temperature of 25-30 ⁰ C
A	2 Hour	16 Kg/cm ² (indicative only)
	4 Hour	18 Kg/cm ²
	24 Hour	32 Kg/cm ²
B	Bench life	i) 15 minutes or more at temperature upto 30 ⁰ C, with or without dilution.
		ii) 10 minutes or more above 30 ⁰ C, with or without dilution.

4.3.2 Gas emission during pouring of the mould:

The fumes generated during sand preparation and mould/core making shall not be excessive which inhibit working on the shop floor.

5.0 Sampling and Method for Preparation of Sand Mix

5.1 Sampling

The composite samples of resin and catalyst shall be drawn from each batch of the consignment on random basis.

5.2 Method for preparation of sand mix.

The high silica sand to be used for determining the properties of the sand mix should be absolutely dry (max. 0.5% moisture) with AFS fineness no. between 40 to 50 and clay content not more than 0.20%.

The sand binders shall be mixed in following proportions.

Sand	100 parts by weight
Resin	1.6% of sand
Catalyst	40% of resin.

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स्वत्वाधिकार एवं गोपनीयता
इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है। इसका प्रयोग एवं आशयक रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो, न किया जाए।








निर्माणकर्ता
WORKED BY




L AGARWAL

जांचकर्ता
CHECKED BY

T DAVE

(Handwritten signature)

दिनांक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी - हरिद्वार) PLANT PURCHASE SPECIFICATION (CFFP - HARDWAR)	FF 06004 Rev 06 पृष्ठ का Page 3 of 6									
सामग्री सूची संख्या को अतिरिक्त करना SUPERSEDES INVENTORY NO	<p>The catalyst should be added first to the sand and mixed in a sand mixer for 1.5 minutes, then resin to be added and mix for 1.5 min more before using the same for making the samples for determining the properties as per clauses 4.3.</p> <p>In summer above 30°C catalyst is to be diluted with water as and when suggested by manufacturer.</p> <p>In winter below 20° C catalyst addition may increase above 40% upto 60% of resin to obtain the required sand strength as suggested by manufacturer.</p>											
COPYRIGHT AND CONFIDENTIAL. The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>6.0 Acceptance Test</p> <p>6.1 The supplier shall offer the material, batch wise to CFFP only after evaluating the suitability w.r.t. the properties detailed in clause No. 4.</p> <p>6.2 CFFP shall however reevaluate the properties as per clause 4.3 for each batch of consignment.</p> <p>6.3 To ascertain the properties of sand mix as per Clause 4.3.1, samples shall be prepared as mentioned in Clause 5.2. Following testing procedure is to be carried out for determining acceptance or rejection of the material. The procedure is to be followed, irrespective of any supplier's recommendation of dilution or increase of catalyst % alongwith the supply.</p> <p>6.3.1 The first tests to be performed should be based on 1.6% resin and 40% catalyst addition. The material shall be accepted, if the properties as mentioned in Clause 4.3.1 are achieved.</p> <p>6.3.2 If the bench life is found less than 8 minutes, the material is rejected.</p> <p>6.3.3 If the bench life is found to be less than 15 minutes; i.e., 15 minutes > (Bench Life) ≥ 8 minutes, catalyst to be diluted by adding water 10% (of catalyst) and DCS and bench life is to be ascertained. If the results are as given in 4.3.1, the material is accepted. If the bench life is still less than 15 minutes, further dilution 20% (of catalyst) to be carried out and DCS and bench life is to be checked.</p> <p>6.3.4 If the DCS at 4 or 24 hours is found to be less than minimum required, catalyst % to be increased to 50% of resin and all tests are to be carried out. If the results are as given in 4.3.1, the material is accepted. If the DCS is still low, catalyst addition can be increased to 60% of resin and retested.</p> <p>6.3.5 When ambient temperature falls below 20°C and development of strength is found slow, the bench life and strength after 24 hours as mentioned in Clause 4.3.1 shall be considered for acceptance.</p> <p>6.3.6 For testing under dilution or increasing % catalyst, acceptance shall be on the basis of results of all tests, i.e., DCS after 4 and 24 hours and bench life as per Clause 4.3.1.</p>											
स्वत्वाधिकार एवं गोपनीयता इस प्रवेद्य में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रयोग एवं आगेकाय रूप से किसी भी तरह प्रसार, जो कि कंपनी के हित में हस्तिकारक हो न किया जाए।												
दिनांक एवं हस्ताक्षर SIGN & DATE	<table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">निर्माणकर्ता WORKED BY</td> <td style="width: 25%;">L AGARWAL</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>जांचकर्ता CHECKED BY</td> <td>T DAVE</td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> </tr> </table>				निर्माणकर्ता WORKED BY	L AGARWAL			जांचकर्ता CHECKED BY	T DAVE		
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जांचकर्ता CHECKED BY	T DAVE											

दिनांक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी - हरिद्वार) PLANT PURCHASE SPECIFICATION (CFFP - HARDWAR)	FF 06004 Rev 06 पृष्ठ का Page 4 of 6		
सामग्री सूची संख्या सो. अंश/प्रति अंश SUPERSEDES INVENTORY NO.	<p>6.4 The material shall also be judged on shop floor for pungency of fumes as per clause 4.3.2.</p> <p>6.5 Within shelf life (i.e. period between the date of manufacturing and the date of expiry), if the binders do not meet the properties requirement as per clause 4.3 of this specification, it shall be rejected irrespective of its previous acceptance. The supplier shall be liable for replacing such materials free of cost.</p> <p>6.6 The properties as per Clause No. 4.1 and 4.2 shall be checked on surveillance basis.</p>				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>7.0 Inspection and Replacement</p> <p>7.1 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.</p> <p>7.2 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.</p>				
स्वत्वाधिकार एवं गोपनीयता इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रयोग एवं अनुवाद रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हकिमानक हो न किया जाए।	<p>8.0 Test Certificates</p> <p>8.1 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.</p> <p>BHEL Reference:</p> <p>(a) PO No.</p> <p>(b) Specification No.</p> <p>Supplier's Reference</p> <p>(a) Supplier's name</p> <p>(b) Date of Manufacture</p> <p>(c) Date of expiry</p> <p>(d) Batch number</p> <p>(e) Test results as per Clause No. 4</p> <p>(f) Specific recommendations, such as dilution chart for summer and addition level for winter.</p>				
दिनांक एवं हस्ताक्षर SIGN & DATE	<p>8.2 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.</p>				
सामग्री सूची संख्या			निर्माणकर्ता WORKED BY	L AGARWAL	
			जांचकर्ता CHECKED BY	T DAVE	

सामग्री सूची संख्या को अधिकतम अक्षर
SUPERSEDES INVENTORY NO

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स्वत्वाधिकार एवं गोपनीयता
 इस प्रलेख में दी गई सूचना भारत के विद्युत अधिनियम के अन्तर्गत गोपनीय है। इसका प्रकाश एवं अप्रकाश रूप से किसी भी तरह प्रयोग, प्रतिलिपि लेना, प्रसारण करना, या किसी भी प्रकार से इसका प्रयोग करना बिना लिखित अनुमति के गैर कानूनी है।

हस्ताक्षर एवं चिन्हक
SIGN & DATE

सामग्री सूची संख्या

9.0 PACKING AND MARKING

The resin shall be supplied in blue coloured drums with net weight of 200 to 250 kg and the catalyst in suitable black colour containers with net weight of 100 to 125 kg. The packing shall be that of the original manufacturer. The containers should be of suitable material, which do not have any reaction with the resin/catalyst. Each drum/container shall be marked with the following information:

- (a) Supplier's name and trade mark, if any.
- (b) Item Description, Batch No.
- (c) Date of manufacture
- (d) Date of expiry
- (e) Net weight and gross weight

निर्माणकर्ता WORKED BY	L AGARWAL	
जांचकर्ता CHECKED BY	T DAVE	

संस्था का चिह्न
SIGN & DATE



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

FF06004 Rev 06

पृष्ठ का
Page 6 of 6

संस्था का चिह्न
INVENTORY NO

RECORD OF CHANGES

संस्था का चिह्न
सूची

REV CODE	NO. OF CHANGES	DOCU. NO.	SHEET NO.	SIGN	DATE
02	Clause No. 2.2 added. Clause No. 4.1 - Appearance modified by adding Brown colour.		1 of 6		28.5.03
	Clause 4.3.1C - Deformation on bending test piece withdrawn		2 of 6		28.5.03
03	Clause No. 8 & 9 modified to incorporate original manufacturer's TC and packing condition. 2 Hour strength clause made indicative only.		2 of 6 5 of 6		03.09.09
04	Shelf life indicated. Material of packing drum "Steel" word removed. Clause 7.3 removed. Clarity brought in Clause 6.2.		1 of 5 3 of 5 4 of 5		08.12.10
05.	Acceptance clause rewritten		3 of 6		21.5.11
06.	Storage temperature was "around 20°C". Range defined. Packing weight specified		1 of 6 5 of 6		09.02.2012

DISTRIBUTION OF PRINTS

RMI	✓
STANDARD SECTION	✓
MPIC	✓

संस्था का चिह्न
SIGN & DATE

संस्था का चिह्न
सूची

निर्माणकर्ता WORKED BY	L AGARWAL	
जांचकर्ता CHECKED BY	T DAVE	

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स्वत्वाधिकार एवं गोपनीयता
इस प्रलेख में दी गई सूचना भारत में की गई है। इसका प्रयोग अन्य किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो सके, अत्यधिक रूप से विरुद्ध है।

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.

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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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