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भारतीय भारी विद्युत निगम (भारत भारी विद्युत निगम)  
**MATERIAL MANAGEMENT (PURCHASE)**  
भारत भारी विद्युत निगम (भारत भारी विद्युत निगम), भारतीय भारी विद्युत निगम (भारत भारी विद्युत निगम)  
**CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR**  
भारत भारी विद्युत निगम (भारत भारी विद्युत निगम)  
**RANIPUR, HARIDWAR (INDIA) – 249403**  
Phone No. +91-1334-285326/284548, FAX No. 225892  
e-mail : s\_kumar@bhelhwr.co.in

M/S

**Sub:** Tender Enquiry No: 3077/ P/930/7/5960F/1 Due on 30<sup>th</sup> May'2008 at 2.00 P.M.

Dear Sir,

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

SI No	Tender No	Description of Material	Qty Nos	Date & Time of Opening
01	3077/ P/930/7/5960F/1	VERTICAL LADLE PREHEATER TO PREHEAT 70 MT LADLE FOR COLLECTING LIQUID STEEL AS PER SPECIFICATION NO. SMS/SP/03 FOR STEEL MELTING SHOP	02	30 <sup>th</sup> May'2008 2.00 P.M.

**KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE INSTRUCTIONS IS LIABLE TO BE DISQUALIFIED AND OR IGNORED.**

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

Please also down load Vendor Registration Form and submit same dully filled.

Thanking You,

Yours Faithfully,  
For & On behalf of CFFP BHEL Hardwar

(Sunil Kumar)  
Sr. Manager (Pur)

**Note:** Corrigendum if any shall not be published, kindly refer web for any changes.



## **GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY** **ANNEXURE-A**

1. Submit the tender in two parts i.e.

**Part-I Techno-Commercial Bid**

**Part-II Price Bid**

Techno-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 sent by Registered A/D post to **SDGM(MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttrakhand ,India**

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 as 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 should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.

(c) Confirm to submit all required commercial documents (tax invoice, CENVATable 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 & condition, price bid of only successful vendors will be opened. Priced bid opening date will 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. Eligibility :**

a) The Vendor must submit the annual reports giving the audited profit or loss account and balance sheet for last three financial years with year ending 31.03.07.

b) The Vendor have to submit the details of recent orders of similar material ( not earlier than 31.03.05) executed mentioning the Name and address of Customers with technical details preferably in India .

The Vendors who are registered with any unit of BHEL ,India, in related category are exempted of above two . They should however give details of their registration.



**6. Original Test Certificate & other related Documents** from the Manufacturers or Government or Recognized Houses shall have to be produced as applicable without any extra cost. This may please be clearly confirmed in the quotation without which the offer may not be considered.

**7. Validity** of offers should be minimum of **180 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 (Refer Annexure B)

**9. Payment Term** preferably should be within 30 days after receipt and acceptance of material through e-payment.

**10.** CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.

**11.** Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.

**12. Agent /Agency Commission:** 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, HARIDWAR may opt for **E-auction/Reverse auction** for obtaining best prices for part or full Tendered Quantity.

**14.**Please do intimate the personal contact details like 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 Purchase Orders in case of delay in effecting supply and or other defaults .

**16. Inspection :**CFFP BHEL Hardwar inspection after receipt shall be final and binding . BHEL may inspect at Vendor's work also. BHEL may nominate any testing house for inspection .The report shall be final and binding to both concerned .In case store is found defective during warranty period ,the same will be returned for repair (if not possible in India by Vendor) and or replacement .For this Vendor has to bear all the charges such as Freight ,i.e. 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. Security Deposit and Performance Bank Guarantee** is must .The percentage of both proposed (Annexure B) if decreased the % of decrement than that proposed shall be loaded on Landed Cost Calculation .The minimum % acceptable shall be decided by CFFP/BHEL beyond which offer may be rejected .

**18.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 New Delhi ,India .The overseas supplier hereafter referred to as "Vendor" shall therefore ,abide by the verdict of Court of Law at Hardwar ,India as may occur .

-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 .

**ANNEXURE I**

**ACCEPTANCE OF COMMERCIAL TERMS BY BIDDERS:**

**NAME OF VENDOR :**

**TENDER ENQUIRY NO:**

DESCRIPTION	VENDOR'S CONFIRMATION
<p>1) <b>PAYMENT TERMS:</b> 80% of the material cost to be paid against delivery / dispatch documents. Balance 20% of material cost and supervision of E&amp;C and proving charges will be paid after satisfactory erection &amp; Commissioning. Payment to be made through EFT ( electronic fund transfer i.e e-payment Format attached.</p> <p>NOTE:</p> <p>a) As per payment terms, minimum 20% will be released by BHEL after successful erection, commissioning and job proving.</p> <p>b) Further this 20% can be released against submission of performance bank guarantee valid for entire warrantee period from the date of commissioning.</p> <p>c) The security deposit is to be as per the tender condition.</p>	
<p><b><u>1.1 LOADING ( IF ANY TERM OF THIS ANNEXURE IS NOT AGREED BY VENDOR) WILL BE AS FOLLOWS:</u></b></p> <p><b>Loading: Advance amount, if any (Amount X):</b>1.5% per month for the quoted delivery period for the amount 'X'</p> <p><b>Say Payment at the time of dispatch against shipping/dispatch documents (Amount Y):</b>"1.5% per month for the amount X+Y exceeding 80% of contract value i.e. 1.5% of (X+Y-0.8Z) where Z is the contract value".</p> <p>In case any bidder does not accept any of the condition at (a) to (c) above then, their offer is likely to be rejected by BHEL and technical bid will not be processed, and no correspondence in this regards will be entertained.</p>	
<p>1.2 <b><u>P.B.G. TERMS:</u></b> Performance Bank Guarantee to be submitted on the prescribed format equal to the value of 20% of the total order value valid WARRANTY / GUARANTEE agreed period. This bank guarantee, in the format to be prescribed by BHEL, shall have to be submitted before release of last balance payment(see annexure II and IV)</p>	
<p>1.3 <b><u>CURRENCY OF PAYMENT:</u></b> Mention the currency in which payment has to be made.</p>	
<p>1.4 <b><u>FOR INDIGENOUS SUPPLY:</u></b> For indigenous supply the currency shall be Indian Rupees</p>	
<p>1.5 <b><u>SUPERVISION CHARGES:</u></b></p> <p><b>For Indian Suppliers:</b> It should be quoted in Rupees.</p> <p><b>For Foreign Suppliers:</b> If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees</p>	

<p>1.6 <b><u>TAXES:</u></b> All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.</p>	
<p>2.) <b><u>SECURITY DEPOSIT:</u></b> Vendor has to submit security equal to the amount of 10% of the total order value in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format valid for two months beyond shipment.</p>	
<p>2.1 <b><u>SUBMISSION OF BANK GUARANTEE :</u></b> All bank guarantees for security deposit as well as for performance should be from one of the BHEL consortium banks and the bank guarantee should be in the Performa prescribed by BHEL (see annexure-II &amp; III).</p>	
<p>3) <b><u>PENALTY FOR LATE DELIVERY:</u></b> Penalty shall be applicable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% for total P.O. value.  3.1 <b><u>LOADING ON PENALTY FOR LATE DELIVERY IF NOT AGREED BY VENDORS ON ABOVE TERMS:</u></b> If any vendor do not accept the LD @ of 0.5% per week and part thereof subject to a maximum of 5% of total PO value, their offer will be ignored. Vendors accepting LD terms different from the proposed terms of 0.5% maximum 10% will be loaded @ %age deviation from the range of 10% on their prices (FOB for imported and ex-factory for indigenous). If the vendor does not accept as above their offer is likely to be ignored and technical bid will not be processed.</p>	
<p>4) <b><u>DELIVERY OF THE EQUIPMENT:</u></b> Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order.  <b>Prices should be quoted on FOR Hardwar/destination basis only.</b></p>	
<p>5) <b><u>SETTLEMENT OF DISPUTES:</u></b></p> <ul style="list-style-type: none"> <li>• Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction.</li> <li>• For Indigenous Source. The venue of arbitration shall be Haridwar Court, which will have exclusive jurisdiction.</li> </ul>	
<p>6) <b><u>AUTHORIZATION OF PRE-INSPECTION:</u></b> BHEL is authorized to pre inspect the material at works. The material will be dispatched only after getting clearance form BHEL.</p>	
<p>7) <b><u>DRAWING / DATA APPROVAL:</u></b> Any drawing / data approval required from BHEL after placement of order shall be the responsibility of the vendor and any delay on account of the same shall be the responsibility of the vendor and have no bearing on the penalty applicable.</p>	

8) <b><u>DRAWING/DESIGN/ INFORMATION USE:</u></b> The vendor will have to give an undertaking that the drawing / design / information enclosed with the enquiry / proposed order will not be parted to any agency and will also not be used for manufacturing for any other customer.	
09) <b><u>5 SETS OF O&amp;M MANUAL:</u></b> 5 Sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation.	
10) <b><u>TOOLS AND SPARES:</u></b> Special tools and recommended spares required.	
11) <b><u>TRAINING:</u></b> Vendor shall provide required training to BHEL personnel free of cost.	
12) <b><u>WARRANTY/ GUARANTEE:</u></b> 24 months from the date of commissioning or as per specifications if mentioned in specification.	
13) <b><u>CONTACT DETAILS:</u></b> Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
14) <b><u>PHYTO SANITARY CERTIFICATE:</u></b> Phyto sanitary Certificate essential for packages (Wooden).	
15) <b><u>VALIDITY:</u></b> Validity of the offer should be 180 days from tender opening.	
16) <b><u>BANK CHARGES:</u></b> Bank Charges to be borne by vendor.	

**Note:**

a) Loading shall be applicable for any deviation in commercial terms viz payment terms ,PBG etc. for the amount/period not agreed.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contract

## ANNEXURE II

### LIST OF CONSORTIUM BANKS:

1. State Bank of India  
CAG Branch,  
10-th Floor, Vijaya Building,  
Barakhamba Road,  
New-Delhi-110001
2. Canara Bank  
74, Janpath,  
New-Delhi-110001
3. Punjab National Bank  
74, Janpath,  
New-Delhi-110001
4. Bank of Baroda  
Corporate Banking Branch,  
11<sup>th</sup> Floor, BOB Building,  
Sansad Marg,  
New-Delhi-110001
5. Deutsche Bank  
Tolstoy Marg,  
New-Delhi-110001
6. State Bank of Hyderabad  
Surya Kiran Building,  
K. G. Marg,  
New-Delhi-110001
7. State Bank of Mysore  
Antriksh Bhawan,  
K. G. Marg,  
New-Delhi-110001
8. State Bank of Mysore  
Industrial Finance Branch,  
Ramanashree Arcade,  
MG Road,  
Bangalore-560001
9. State Bank of Travancore  
Travancore House,  
IF Branch, K G Marg,  
New-Delhi-110001
10. HDFC Bank Ltd  
5<sup>th</sup> Floor, HT House,  
K G Marg,  
New-Delhi-110001
11. CITI Bank N A  
Jeevan Vihar Building,  
Sansad Marg,  
New-Delhi-110001
12. Standard Chartered Bank  
H2 Block, Connaught place,  
New-Delhi-110001
13. ICIC Bank Ltd.  
ICIC Tower,  
Bisham Pitamah Marg,  
Pragati Vihar,  
New Delhi 110003
14. IDBI Bank Ltd.  
19, K G Marg,  
Surya Kiran Building,  
New-Delhi-110001
15. HSBC Ltd.  
ECE House,  
28 KG Marg,  
New-Delhi-110001

**PROFORMA FOR SECURITY DEPOSIT  
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

This deed of guarantee made this .....day of .....Two Thousand.....by (bank) hereinafter called 'the Guarantor') which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)IN FAVOUR OF M/s Bharat Heavy Electricals Limited (A Government of India Undertaking ) a Company incorporated under the Companies Act, 1956 having its registered office at "BHEL House" Siri Fort, New Delhi 110 049 , through its Unit/Division at Hardwar (Central Foundry Forge Plant) hereinafter called "the Company" (which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s..... (hereinafter referred to as the vendor) have entered into a contract bearing no.....Dated.....(Hereinafter referred to as "the Contract") for the supply of .....With the Company.

AND WHEREAS the Contract interalia provides that the vendor shall furnish Security Money to the Company in the form a Bank Guarantee for a sum of Rs.....(Rs.....only) as Security for due and faithful execution of deliveries within specified period in the contract.

AND WHEREAS THE VENDOR has approached the Guarantor and in consideration of the arrangement arrived at between the Vendor and Guarantor; the Guarantor has agreed to give the guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITNESS AS FOLLOWS:-

- (1) The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or discharge of the Contract by the Vendor and further unconditionally and irrevocable undertake to pay the Company without demur and merely on demand to the extent of ..... Any claim made by the Company on them for any loss, damage, costs charges and expenses caused to or suffered by the company by reason of the vendor making any default in the performance, observance or discharge of the terms , conditions stipulations or undertakings or any one of them gas contained in the Contract.
- (2) The decision of the Company whether any default has occurred or has been committed by the Vendor in the execution of the supplies, observance or discharge of any of the terms, conditions stipulations or undertakings or any one of them as contained in the Contract and or as to the extent of loss, damage, costs ,charges and expenses caused to or suffered by the Company by reason of the vendor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the vendor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration Proceedings or before any other authority.
- (3) The Company shall have fullest liberty without affecting in any way the liability of the Guarantor under this guarantee, from time to time to enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being

given to the vendor or any other forbearance, act or commission of the part of the company or any indulgence by the company to the vendor or of any other matter or thing whatsoever which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

- (4) The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken to the performance of the Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee, subject, however, that this Guarantee is only valid for written demands by the Company on or before.....(specify date).

The Guarantor undertake not to revoke this Guarantee during the period it is in force except wit the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Vendor or the Guarantor shall not discharge the Guarantor's liability hereunder:

It shall not be necessary for the Company to proceed against the Vendor before proceeding against he Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Vendor shall at the time where proceedings are taken against he Guarantor hereunder by outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this guarantee under it is Memorandum and Articles of association and the executants has full powers to do so on its behalf under the Power of Attorney dated.....granted to him by the proper authorities of the Guarantor..

IN WITNESS whereof the ..... (Bank) have caused this deed to be signed hereunder or their behalf on the date first above mentioned.

**Signed for and on behalf of the (Bank)**

Name:

Designation:

Address:

Fax No. (With country code):

E-mail address:

**NOTE: IN CAE A BANK IN INDIA IS GIVING THIS BANK GUARANTEE; IT WILL BE EXECUTED ON A STAMP PAPER OF RS. 62.50 BUT IF IT WILL BE FROM AN OVERSEAS BANK, IT WILL HAVE TO BE EXECUTED AS PER LAWS OF THAT COUNTRY.**