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## सामग्री प्रबन्धन

सेन्ट्रल फाऊन्ड्री फोर्ज प्लान्ट, भारत हैवी इलेक्ट्रिकल्स लिमिटेड  
रानीपुर, हरिद्वार (भारत) - २४९४०३

Phone No.+91-1334-285326,FAX No. +91-1334-225892  
e-mail : sbabu@bhelhwr.co.in

Ref:FF/PPX/5020

Dt.: 22/05/2008

M/s

Sub: Tender Enquiry No. FF/PPX/5020/p/351/7/1172A/2 DUE ON 25/06/2008.

Dear Sir,

We are pleased to invite offer in two part bid as per enclosed specifications, terms and conditions and LOT and Delivery Schedule in sealed covers for the under mentioned material.

Sl.No.	Tender No.	Description of material	Qty (MT)	Date & Time of opening
01	5020/P/351/7/1172A/2	HIGH CARBON FERRO CHROME SPECN.NO. FF05008 REV.04	90 MT	25/06/2008 (2.00 P.M.) (Techno commercial Bid only)

KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS MAY 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.

Thanking you.

Yours faithfully

(Shyam Babu)  
DGM (Purchase)

ANNEXURE ENQUIRY NO. 5020/P/351/7/1172A/2 DUE ON 25/06/2008.

DELIVERY SCHEDULE

01	30 MT	Within 25 Days of P.O.
02	30 MT	Within 50 Days of P.O.
03	30 MT	Within 75 Days of P.O.

NOTE: CHROMIUM CONTENTS ON 60% SCALE PRORATA

DGM ([PURCHASE)

**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.Uttarakhand ,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. Tender must be submitted strictly in accordance with tender enquiry terms & conditions.

**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 **120 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 Term** : Should be within 30 days after receipt and acceptance of material through e-payment (Except Capital Items where payment terms shall be as per annexure-I).

**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. BHEL/CFFP however reserve the right to ignore / reject offer of the vendor not accepting Reverse Auction.

**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** : The percentage of SD shall be 10% of total ordered value. Any deviation 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 II

### LIST OF CONSORTIUM BANKS:

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

**ANNEXURE III**

**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 as 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 with 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 the 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 the Guarantor hereunder by outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this guarantee under its 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 CASE 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.**





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

**CONTROLLED COPY**

**FF 05008**

**Rev 04**

**PLANT PURCHASE SPECIFICATION**  
(CFFP - HARDWAR)

पृष्ठ 05008 का  
Page 2 of 3

INVENTORY NO. 1  
 COPYRIGHT AND CONFIDENTIAL  
 The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used, copied or reproduced in any way without the written consent of the company.  
 SIGN & DATE  
 INVENTORY NO.

**9. INSPECTION AT SUPPLIER'S WORKS**

- CFFP/BHEL reserves the right to inspect the material after / before dispatch. Therefore the supplier should intimate in advance enclosing a copy of test certificate of the material offered for inspection.
- Final inspection will be done at CFFP.
- For any deviation from this specification prior approval of CFFP shall be taken AND 7
- For results of analysis and properties of material the decision of CFFP shall be final and binding on the supplier.
- If the material is not found suitable according to the requirements, it shall be replaced free of cost by the supplier.

**10. CLEARANCE FOR DELIVERY**

Objections shall be raised in case the material does not confirm to the condition specified in specification whereby the deviations interfere to significant extent with use of the material.

The clearance does not release the supplier from the responsibility for non-conformance determined later on.

**11. TEST CERTIFICATE**

The supplier shall furnish 4 copies of test certificates unless otherwise specified in purchase order. The test certificate must contain the following and must reach BHEL before or along with the material.

- 11.1 BHEL Reference**
  - 11.1.1 Material Specification.
  - 11.1.2 Purchase Order No.
- 11.2 Supplier Reference**
  - 11.2.1 Supplier's name or emblem.
  - 11.2.2 Material Batch No. and Serial No.
  - 11.2.3 Container size and weight of material
  - 11.2.4 Test Results of Chemical analysis.
  - 11.2.5 Size of material.

**12. PACKING & MARKING**

The material shall be packed suitably in moisture proof 50 Kgs. Net wt. jute bag or as specified in purchase order to prevent damage/ contamination during transportation.

Each bag must be identified through a stencil mark/painted showing following details:-

- REVISION Supplier's name or emblem.
- ACRBEED Material Name
- P.O. No and Lot no.
- Net wt. of material

WORKED BY  
CHECKED BY  
APPROVED

Date: 20.10.06

निर्माणाकर्ता WORKED BY	GAURAV KUMAR	<i>Gaurav</i>
दस्तावेज CHECKED BY	L.K. KHANDELWAL	<i>L.K.</i>