Name of Vendor: ……………………………………………………………………….

This tender is issued for establishment rate contract for Two Years with vendor/ vendors:

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)**
1). PREQUALIFICATION CRITERIA		
1.1	Material shall be supplied as per Specification FF06041 R04 in all respects.	
1.2	Vender must have **supplied** minimum 3000 MT of washed and Dried Silica Sand with properties as stated in Clause 1.2.1 per annum for at least 2 financial years in last 8 years (period to be considered is 1.4.2009 to 31.3.17) to Foundries.	
1.2.1	Supply of silica sand with following properties shall be considered acceptable for PQC consideration: i). AFS - In the range of 35-55 AFS ii). Clay - 0.5% maximum iii). Moisture - 0.5% maximum iv). Silica content - 99% minimum **The above parameters are for PQC consideration only. The actual supply of silica sand; if ordered on vendor; must be as per CFFP specification FF06041 R04.**	
1.2.2	The following documents will be considered acceptable as proof of supply: Purchase order copy of customer along with copy of invoice & copy of Form "C"/ confirmation letter from customer for supply. Vender may be called to CFFP for verification of above documents with originals, during technical scrutiny stage. Vendor should also submit documentary evidence that the sand supplied to customers conform to properties as mentioned in clause 1.2.1.This could be in the form of details mentioned on Purchase Order/ specification of customer mentioning the above parameters/ test certificate with proper linkage to purchase order or letter from customer regarding specification of silica sand supplied to them by the vendor. **OR** A certificate from vendor's customer that the concerned vendor has supplied Washed and Dried Silica sand by the vendor. The certificate should mention the year of supply, Purchase Order Number (if applicable), year wise quantity supplied and the specification parameters as stated in Clause 1.2.1 above. Vendor to provide the contact person / contact details with mail id & phone no of their customer	
1.3	Vendor should have in – house testing facilities available at site along with proper record of regular testing of Silica Sand being supplied by them. Photograph of the facility along with list of testing equipment and few copies of testing record to be enclosed along with offer.	
1.4	Vendor should have proper drying facility and / or storage facility available at their works. Vendor to provide photographs of drier / storage facility along with the offer. Facility to store minimum 300 MT washed and dried silica sand should be available so that vendor can give uninterrupted supply during all seasons.	

	Vendor to provide: a. Capacity of drier (in MT / Hr) b. Size of storage space (Length X Width X Height)	
1.5	Vendor should be able to unconditionally start supply of Silica Sand to CFFP-BHEL, Haridwar for the Purchase Order issued against this enquiry within 10 days from Purchase Order Date. The supply is required probably from Jan'2018 **Note: Conditional Offers shall not be accepted.**	
1.6	Vendor should have facilities for processing of silica sand in their plant. Details of the plant along with the number of sand washing facilities & monthly processing capacity to be submitted along with the techno-commercial offer. CFFP reserve right to physically verify the facilities.	
1.7	Offers received for less than 50% of enquired Quantity (for two years) i.e. 15000 MT shall not be considered.	
2). TECHNO COMMERCIAL TERMS AND CONDITION :		
2.1	In case vendor is not registered with CFFP-BHEL, Haridwar for this material, duly filled ***"Supplied Registration Form"*** must be submitted online within 15 days of opening of tender (Online supplier registration portal https://supplier.bhel.in).	
2.2	Validity of Rate contract shall be for Two Years from Rate Contract (RC) date for ordering and supplies for two & half years (2½ Years) from RC date. Rate Contract Quantity: 30,000 MT ± 25%. Purchase Orders will be released on half yearly basis (with monthly delivery schedule) as per terms of rate contract mutually agreed to.	
2.3	Quantity will be split among three vendors in ratio of 50:30:20. L1 & L2 vendor will ordered in the ratio of 50:30 of the enquired/ordered quantity respectively. 20% quantity will be reserved for MSE vendor (if more than one MSE vendors is available then 20% quantity will be split among all eligible vendors equally) whose rates are within 15% of L1 vendor. If L1 or L2 vendor is MSE vendor then 20% quantity will be offered to L3 vendor. The order on L2, MSE & L3 vendors shall be placed on L1 counter offered rates. In case L2/MSE/L3 does not accept, subsequent vendors will be counter offered the balance quantity.	
2.4	Test Certificates shall be provided with dispatch documents.	
2.5	Delivery shall be made on FOR destination basis, destination being Stores/CFFP/ BHEL Haridwar, Freight & Insurance charges to vendor's account.	
2.5.1	**Vendor to provide the break-up of Rates** **(Silica Sand rate & Freight to be mentioned separately)**	
2.6	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the online price bid submitted on e-tender portal 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.	

2.7	Provide Name, Mobile No. and e-mail address/s of the contact person/s	**Name**	
		Phone No.	
		Mobile No.	
		Email Address	
2.8	Payment Term: 100% within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. **No other payment term is acceptable.**		
2.9	**Validity of offer:** Minimum 120 days from tender opening date. Offers with validity less than 120 days may not be considered.		
2.10	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.		
2.11	The material shall be supplied strictly as per the specification FF06041 R04. In case of any deviation the deduction/ penalty shall be as per the attached deduction norms with enquiry. Test results obtained at CFFP, BHEL, Haridwar will be final and binding on supplier.		
2.12	Rate of Silica Sand will remain firm for entire Rate Contract period entered through this tender. Price Variation Clause: PVC clause applicable on freight only. The freight shall be increased/ decreased @30% of the percentage increase / decrease in price of diesel. Rate of diesel as applicable on date of opening of the tender (On IOCL website for district Dehradun) shall be taken as base rate. The latest Diesel rate as applicable on 1st of each month (From IOCL Website-Dehradun) shall be considered for calculation of freight for month (Vehicle loading/ challan date).		
2.13	Freight Payment: Freight payment shall be restricted to maximum loading capacity of the vehicle. In case of overloaded vehicles, freight shall be paid only for the quantity of silica sand supplied as per the loading capacity of the vehicle & payment request for freight portion of extra quantity, beyond loading capacity, shall not be entertained.		
2.14	Clearly mention your monthly supply capacity in MT to CFFP/ BHEL Haridwar for this tender. Vendor to confirm supply of minimum 450MT per month in Rainy & Winter Season.		
2.15	**Late Delivery :** 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 ½(half) percent (0.5%) of the price of the goods in arrears per week subject to a maximum of 10%. In case of non-acceptance or partial acceptance, offer shall be loaded for the unaccepted portion (out of the maximum 10% penalty) to calculate landed cost.		
2.16	If a vendor is not able to complete the ordered quantity for that half year period and unexecuted quantity is more than 20% of ordered quantity (which vendor will have to complete in next half year) they will not be considered for ordering for next half year period and their share of quantity shall be lapsed. The quantity will be ordered to the other two vendors subject to their capacity. For eg : If X vendor is issued order for 2500MT for first 1st six months period but is not able to completer the supply during that period & quantity left is more than 500MT, then PO for 2nd six months period shall not be issued to that		

	vendor(The vendor will be considered for next i.e. 3rd six month period only and action will be taken by BHEL as per extant guidelines in vogue) and the quantity of that lapsed period shall be ordered to the other vendors subject to their capacity.	
2.17	Vendor to submit Affidavit for adherence to all Government Guidelines and Statuary norms required for processing/ supply of silica sand (Format Attached)	
2.18	Documents related to prequalification criteria to be enclosed with the offer.	
2.19	**Risk Purchase:** In case of delayed/ defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order, the purchaser may cancel the Purchase Order in full or part thereof and may also make purchase of such material at the risk and cost of supplier .	
2.20	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.	
2.21	Documents submitted with the offer have been signed and stamped in each page by authorized representative of the bidder	
2.22	Provide your GSTIN. GST amount will be paid to vendor after getting the GST compliant invoices duly paid and appearing on return web for ITC purpose.	

Note: Evaluation of L1 status shall be done on basis of "Landed Cost net of ITC at CFFP".

Date: Signature with Seal of the Company

Above terms and conditions are proposed for the Tender of Washed and Dried Silica Sand