



ISO 9001:2008,
14001:2004,
50001:2011 &
OHSAS 18000
MAHARATNA
COMPANY

MATERIAL MANAGEMENT (PURCHASE)
CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR
RANIPUR, HARIDWAR (INDIA) – 249403
Phone No.+91-1334-281277/281299, FAX No. 225892
e-mail : v_kumar@bhelhwr.co.in; anuragkk@bhelhwr.co.in;
ranjank@bhelhwr.co.in

Sub: Open Tender Enquiry No: 201604641/1118 due on 15.12.2016, at 2.00 PM

Dear Sir,

We are pleased to invite offer in **E-Tender** as per enclosed specifications & terms and conditions for the under mentioned items.

SI No	Tender No	Description of Material	Qty	Date & Time Of Opening
01	201604641/1118	Material Code: FF5368000014 Burnt Lime for Secondary Refining Spec: FF05078 Rev 00 Size: 15-25 mm	800 MT	15.12.2016

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 & corrigendum if any for the tender enquiry.

Offers are to be submitted online in E-tender portal at <https://bheleps.buyjunction.in/>

Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to CFFP. Any offers received in Hard copy shall not be accepted and straightaway rejected by CFFP.

Before proceeding for submitting quotation in e-portal, supplier to ensure that they are having a valid Digital Signature Certificate (DSC). Valid DSC refers to an Active Signing and Encryption Certificate (both), with specification Class III SHA2 2048 bit

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

(Vipin Kumar)
Engineer (Purchase)

Note: Corrigendum if any shall not be published, kindly refer websites for any changes.

PRE QUALIFICATION REQUIREMENT

Ref: Tender enquiry no. 201604641/1118 due on 15.12.2016

Pre-qualification criteria for above tender enquiry are as under:

- (a) Vendor must be a regular supplier/manufacturer of Burnt Lime of minimum 90% CaO, hence the vendor must have supplied annually minimum 100 MT of Burnt Lime of minimum 90% CaO to steel industry in one financial year within last five financial years from the date of tender opening.
- (b) As a supporting document of Point (a) copy of Purchase orders/agreements/Invoices of cumulative annual quantity of 100 MT of Burnt Lime of minimum 90% CaO supplied to a steel industry in one financial year within last five financial years from the date of opening tender have to be provided.

Note: Vendor has to supply Burnt Lime as per CFFP specification no. FF05078 Rev00.



PLANT PURCHASE SPECIFICATION

(CFFP - HARDWAR)

FF 05078 Rev00

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BURNT LIME (92% CaO)

1.0 GENERAL:

This specification governs the quality of 92% CaO Burnt Lime for use in steel melting and refining operations.

2.0 APPLICATION:

The material is to be used as flux for steel melting in Electric Arc Furnaces and refining in VAD, VOD & LRF operations.

3.0 COMPLIANCE WITH NATIONAL STANDARD :

No national standard exists for burnt lime used in steel melting and refining operations.

4.0 SIZE:

The material should be supplied in the form of lumps in the size range of 15 to 25 mm. 95% of the material should fall in this range.

5.0 TECHNICAL:

5.1 CHEMICAL PROPERTIES:

Burnt Lime should conform to the following chemical requirements :

ELEMENTS	% MIN.	% MAX.
CaO	92.00	
MgO	-----	2.00
SiO ₂	-----	2.00
Sulphur	-----	0.15
Fe ₂ O ₃ & Al ₂ O ₃	-----	2.00

RMI	ARUN AGARWAL		WORKED BY	M.K.SAHU	
MPIC	ROHIT VARSHNEY		CHECKED BY	B K BEDI	
CHAIRMAN CPSC	V K AGARWAL		SUPERVISED BY	P.K ROY	
			APPROVED : PLANT STANDARDS COMMITTEE		
			PREPARED : SMS TECH	ISSUED : Steel Melting Shop	DATE :



PLANT PURCHASE SPECIFICATION

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5.2 LOI (loss on Ignition) :

The loss on ignition should not be more than 4%. LOI should be calculated as per IS 1514.

5.3. Burnt lime is hygroscopic and on exposure to atmosphere absorbs moisture. With long exposure it becomes powder and loses its reactivity. Hence packing and storage are of utmost importance for retaining its properties over a long period of time. Packing has been adequately addressed at clause no 9.0.

6.0 SAMPLING AND METHOD FOR CHEMICAL ANALYSIS:

The sampling and chemical analysis should be done as per IS: 1514

All the test result of Chemical analysis and LOI to be rounded off as per IS 2-1960.

7.0 INSPECTION :

- CFFP reserves the right to witness the testing of the material at supplier works.
- CFFP may, at its discretion, test the material after receipt at CFFP and acceptance of the material will be based on the CFFP's test results.
- For any deviation from this specification prior approval shall be taken by the supplier.
- For result of analysis and properties of material the decision of CFFP shall be final and binding on the supplier.
- If the material is not conforming to this specification, it is liable to be rejected and the supplier shall replace the same.

WORKED
BY

M.K.SAHU

CHECKED
BY

B K BEDI



PLANT PURCHASE SPECIFICATION

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8.0 TEST CERTIFICATES :

One Original and three copies of Test Certificate from the manufacturer containing the following information should be provided.

Manufacturer's Name

Name of the material

Batch/Lot No.

Quantity.

Test result of technical parameters mentioned in clause 4.0 and 5.0 (5.1, 5.2, 5.3)

Note:

- A manufacturer supplying directly to BHEL should include BHEL's P.O. No. and Challan No. also in the TC.
- Any other supplier should provide a covering letter along with Manufacturer's TC as above mentioning BHEL's P.O. No. and Challan number with linkage to manufacture's TC/Batch no.

9.0 PACKING AND MARKING:

The material should be packed in moisture proof polythene lined bags (double lined) with net weight in the range from 25 kg up to 35 Kg. The packing should be strong enough to withstand the rigors of loading/unloading. The packing should be good enough so that material should not gain moisture during storage. The bags should be properly stitched/sealed so that the material is not exposed to atmosphere till opened for usage.

Each bag should be identified with:

Manufacturer's Name

Material Name

Batch/Lot No.

Quantity.

Identification in any manner (Eg. - Stencil marking, Tags, Stickers etc.) is acceptable

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BY

M.K.SAHU

CHECKED
BY

B K BEDI

BHEL	PLANT PURCHASE SPECIFICATION	FF 0507 Rev00
	C.F.F.P. HARDWAR	PAGE: 4 OF 4

REVISION RECORD SHEET

SN	Revision No.	Revision date	Nature of Changes

ISSUED BY:	SMS	WORKED	M.K.SAHU
REVISION	00	CHECKED	B K BEDI



BHARAT HEAVY ELECTRICALS LIMITED
C.F.F.P: HARIDWAR, UTTRAKHAND -249403

**General Instruction And Standard Terms & Conditions for bidding against Tender Enquiry
FOR INDIAN BIDDERS ONLY**

DOCUMENT NO. : CFFP/MM/PUR/GT/IN/01 REV00 Dated 01.11.2016

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Quotations/ Bids not accordance with General Terms and Conditions are likely to be ignored.



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1. GENERAL :

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., CFFP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION:

2.1 The quotation should preferably be from the Principal Bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. **BHEL prefers to deal directly with the principal manufacturers.**

2.2 An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER

3.1 IN CASE OF PAPER BID :

3.1.1 In Case of Paper Bid: Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows:-

Quotation against Enquiry No. _____ **Dated:** _____

Due on: _____

To,

THE HEAD OF PURCHASE DEPARTMENT, Central Foundry Forge Plant,

Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA.

3.1.2 In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid without prices but with applicable taxes and duties.

3.1.3 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. **Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.**

3.2 IN CASE OF E-TENDER :

3.2.1 Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to CFFP-BHEL. Any offers received in Hard copy (for e-Tender Enquiries) shall not be considered and liable to be ignored by CFFP.

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3.2.2 Responsibility for submission of tender in time solely lies with vendor. Vendors are requested to submit offers well in advance of due date and time to avoid last minute rush and system related issues/ problems.

3.2.3 Foreign template (for offer submission) to be selected only by Foreign Vendor on whom order is to be placed. Offers submitted by Indian/ Indigenous vendors in foreign template shall not be accepted.

3.3 Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause 3.1.3.

3.4 The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.

3.5 Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. ***Repeated lack of response on the part of bidder may lead to deletion of such PMD Vendor from BHEL's approved vendor list.***

3.6 The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever it has been asked in tender enquiry.

3.7 In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

3.8 BHEL reserves the right to procure enquired material from more than one source/ vendor/ seller. Details will be specified in respective tender enquires.

3.9 BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules as detailed in the Clause 23.0

4. TENDER OPENING :

4.1 PAPER BID: Tender opening is scheduled to start in the Tender Room at 2:00 PM, on due date. Therefore bid/ quotations must reach this office/ tender box latest by 1:45 PM on the due date. Only participating bidders are allowed to attend the Tender Opening. **Tenders received after the specified time of their "Submission" will be treated as late tenders and shall not be considered under any circumstances.**

The bidders or their authorized representatives may be allowed to attend tender opening/ price bid opening for on that particular day with specific letter mentioning tender enquiry details in the Authorization letter. General authorization letter is not accepted.

4.2 E-TENDER: Tender submitted on e-tender/ e-procurement will be opened as per the schedule mentioned in the e-tender.

5. SPECIFICATIONS, DRAWINGS AND STANDARD:

5.1 Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry.

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- 5.2 The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- 5.3 Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- 5.4 All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE:

- 6.1 Kindly quote your prices in figures and words both (In Case of Paper Bid). In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- 6.2 Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed for such items, specific confirmation that no order has been placed for such items should be provided.
- 6.3 Prices should be quoted on F.O.R. destination basis including freight, transit insurance, any other taxes / duties applicable.
- 6.4 The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- 6.5 In case BHEL accepts the EX-Works prices such offers will be loaded by 1% to 3% of EX-Works value towards freight depending on distance from material dispatch location to Haridwar or with actual freight charges as per BHEL freight rate contract whichever is higher.
- 6.6 In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation.
- 6.7 Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation.
- 6.8 Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- 6.9 In case of dispatch of material through any unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- 6.10 No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.

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7. REVERSE AUCTION:

- 7.1** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid/ Price bid in e-portal, 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 for RA. Detailed guidelines available at our site www.bhel.com.
- 7.2** 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. . **Online sealed bid during reverse auction must be same or lower than the price quoted for the tender. In case rate found higher, BHEL will take action against vendor as per company policy.** Non- Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 7.3** Highest bidder during online sealed bid will not be permitted to participate further in Reverse Auction of the tender enquiry for respective items.

8. DELIVERY TERMS

Goods shall be delivered on 'FOR Destination' basis. Destination shall be Central Stores, Central Foundry Forge Plant, BHEL, Haridwar unless otherwise specified in the tender enquiry.

9. PENALTY OF LATE DELIVERY

- 9.1** Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable @0.5% per week subject to maximum of 10% of the unexecuted portion of the PO. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- 9.2** Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- 9.3** Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- 9.4** Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- 9.5 DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- 9.6 DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.

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9.7 Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/nominated bank.

10. PAYMENT TERMS

10.1 100% within 30 days after receipt & acceptance of material at CFFP/ BHEL, Haridwar through e-payment.

10.2 BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

10.3 Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

11. TAXES AND DUTIES:

11.1 All vendors are required to provide PAN details.

11.2 If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of Indian Income Tax Act 1961.

11.3 The bidder shall clearly indicate extent of taxes as applicable in his technical bid.

11.4 All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms.

11.5 Bidder to quote place from where supply of goods is expected, to evaluate applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account.

11.6 In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time.

11.7 Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.

11.8 Taxes & duties as applicable at the time of supply shall be payable.

11.9 **Imported Goods Offered by Indian Bidders against Dealer Invoice:** Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply.

12. WEIGHMENT OF MATERIAL :

After receipt of material, account of material shall be based on weighment at CFFP/ Counting as the case may be and same shall be treated as final and binding of supplier.

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13. BANK GUARANTEE :

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

14. GUARANTEE/ WARRANTY & CORRESPONDING REPAIRS/ REPLACEMENT OF GOODS.

14.1 Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by BHEL.

14.2 RETURN OF REJECTED MATERIAL FOR REPLACEMENT. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid. . In case of rejection of material after receipt at CFFP, seller is required to take back the rejected material at their cost within 45 days from the date of rejection memo / note. If seller fails to take back the rejected material from CFFP within 90 days from the date of rejection memo / note. CFFP has the right to dispose of the rejected material at the risk & cost of the seller and no further claim for the rejected material will be entertained.

15. QUALITY REQUIREMENT:

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as.

- (i) Test Certificate (TC)/ Original Manufacturer's Certificate: Original Manufacturer Test Certificate is required along with the dispatch documents. In case supplies are from trader/ seller, it shall be responsibility of the trader/ seller to provide Original Manufacturer's Test Certificate with linkage to trader/ seller invoice stating batch no.
- (ii) Guarantee Certificate (GC) / Warranty Certificate (WC),
- (iii) Quality Plan (QP) (if applicable); and
- (iv) Pre-Dispatch Inspection at your works (if applicable).

16. VALIDITY:

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

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17. RIGHT OF ACCEPTANCE

- 17.1** BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charge.
- 17.2** Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- 17.3** Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- 17.4** In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
- 17.5** The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- 17.6** BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

18. TRANSIT INSURANCE

- 18.1** All bidders are requested to quote their prices on FOR destination basis. Destination shall be Central Stores, C.F.F.P., BHEL Ranipur, Haridwar. Quoted price shall be inclusive of transit insurance.
- 18.2** In case bidder has submitted their offer without confirmation to transit insurance to their account in their offer, BHEL will load their offer at the applicable rate at that time.

19. RISK PURCHASE

In case of abnormal delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

20. FORCE MAJEURE CLAUSE

- 20.1** Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.

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BHARAT HEAVY ELECTRICALS LIMITED
C.F.F.P: HARIDWAR, UTTRAKHAND -249403
General Instruction And Standard Terms & Conditions for bidding against Tender Enquiry
FOR INDIAN BIDDERS ONLY
DOCUMENT NO. : CFFP/MM/PUR/GT/IN/01 REV00 Dated 01.11.2016

20.2 The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

20.3 Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

21. FRAUD PREVENTION POLICY:

The bidder along with its associate/ collaborators/ subcontractors/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

22. NON DISCLOSURE AGREEMENT :

All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

23. SETTLEMENT OF DISPUTES/ ARBITRATION

In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

24. WHARFAGE/ DEMURRAGE RESPONSIBILITY

In the event of delay in receipt of documents by Manager (Central Stores-CFFP) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage /demurrage for such delay shall be that of supplier.

25. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE's) BENEFITS

25.1 MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the

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requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

- 25.2** Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-
- Valid NSIC Certificate or
 - Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
 - EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However, credentials of all MSE supplier will be verified before advancing the intended benefits.

- 25.3** MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- 25.4** In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can consider to offer quantities of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then offer quantities of respective items will be considered for ordering amongst MSE bidders.
- 25.5** In case CFFP, BHEL has envisaged two party ordering to for this tender enquiry on 70:30 basis i.e. 70% to L1 vendor and 30% to L2, L3,..... vendor then
- In case L1 vendor is non MSE vendor then 70% will be ordered to L1 Vendor and balance 30% will be offered to MSE vendors equally.
 - In case L1 vendor is MSE vendor then 70% will be ordered to L1 vendor and balance 30% to L2, L3,..... vendor who matches L1 price based on rank i.e. 1st it will be offered to L2 Vendor, if accepted the ordered and in case not accepted by L2 vendor then 1 quantity will be offered by L3 vendor and so on.
 - In case none of the vendor is MSE vendor then normal procedure will be followed.
- 25.6** In all other cases, quantity up to 20% will be reserved for MSE vendor(s) and following process will be adopted.
- In case L1 vendor is MSE vendor then full quantity to be ordered on L1 vendor.
 - In case L1 vendor is non-MSE vendor then 80% will be ordered on L1 vendor and balance 20% will be distributed to MSE vendors as detailed in Clause 23.4 above.

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c. In case none of the participating vendor is MSE vendor, normal procedure will be followed.

- 25.7** Cases where CFFP decides to order on 3 vendors then last percentage indicated in the Tender Enquiry will be reserved for MSE vendors.
- 25.8** While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR (Supplier Performance Rating) rating.
- 25.9** In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost .
- 25.10** In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR (Supplier Performance Rating) rating shall be given preference.

26. CONDITION TO BREAK TIES IN LANDED PRICE:

- 26.1** Cases where landed price two or more vendors are same then while ordering preference will be given to vendor/ seller whose conditions are favorable to CFFP. If all conditions are same for vendors then whose Supplier Performance Rating (SPR) is more shall be given preference.
- 26.2** First time vendor (new vendor) of vendor who has not executed any PO in material category of the tender enquiry item/s, their Supplier Performance Rating (SPR) will be treated as Zero.
- 26.3** In case, SPR of vendors are equal, then quantity will be distributed equally between those vendors who have quoted lowest landed rate. If quantity ordered is only one piece or where quantity can't be divided equally then the preference will be given to vendor whose Quality Rating is more. If Quality Rating is also same then ordering will be on vendor whose delivery rating is better.

27. INFOIRAMTION TO THE BIDDERS

- 27.1** Purchase related information is available at our Business- to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.



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- 27.2** Intimate your change in mail address or communication address or changes, if any, by email to **hwcfmm@bhelhwr.co.in** giving your bidder Code.
- 27.3** Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in

28. NOTE

Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry. Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void.

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 abroad 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 • 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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