

**Material Management
CFFP, BHEL, Haridwar**

Ref: FF/PPX/5041/P/351/8/1528A/1 dt: 26.02.2009


Sub: Corrigendum in open tender for High Carbon Ferro Chrome.

Tender Enquiry No. FF/PPX/5041/P/351/8/1528A/1 dt: 26.02.2009 due on 07.04.2009

.....

Following corrigendum is issued in above tender:

- 1) Tender enquiry quantity to be read as 220 MT.
-


L.P. Badoni
Executive (Purchase)
CFFP, BHEL
Haridwar



ISO 9001:2000
&14001:2004
NAVARATNA
COMPANY

सामग्री प्रबन्धन (क्रय विभाग)

MATERIAL MANAGEMENT(PURCHASE)

सेन्ट्रल फाउन्ड्री फोर्ज प्लान्ट, भारत हेवी इलेक्ट्रिकल्स लिमिटेड

CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR

रानीपुर, हरिद्वार (भारत)

RANIPUR, HARIDWAR (INDIA) – 249403

Phone No. +91-1334-281639/284548, FAX No. 225892

e-mail : lpbadoni@bhelhwr.co.in

M/S

Sub: Tender Enquiry No. 5041/P/351/8/1528A/1 dated 26/02/2008 due on 07 April'2009.

Dear Sir,

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

| SI No | Tender No | Description of Material | Qty MT | Date & Time of Opening |
|-------|----------------------|--------------------------|--------|------------------------|
| 01 | 5041/P/351/8/1528A/1 | High Carbon Ferro Chrome | 220 | 07/04/2009 |

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 or www.bhelhwr.co.in for more details and tender documents.

Please also download Vendor Registration Form and submit same duly filled.

Thanking You,

Yours Faithfully,
For & On behalf of CFFP BHEL Hardwar

(L.P. Badoni)
Executive (Pur)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.



निविदा सूचना
TENDER ENQUIRY

भारत हेवी इलैक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
संयुक्त फाउन्ड्री कॉर्पोरेशन प्लांट- हरिद्वार-249 403 (भारत)
Central Foundry Forge Plant, Haridwar-249 403 INDIA

Phone : (0091) (133) 465356, 465269

• Telefax : (0091) (133) 425892

• Telex : 05909-213

UPT NO. HR-01/18287 DT. 01-10-91

C.S.T. NO. HR-01/18287 DT. 16-03-1993

| | | | |
|-------------------------------|-----------------------|-------------|------------|
| निविदा सूचना सं. ENQUIRY NO.* | 5041/P/351 /8/1528A/1 | दिनांक Date | 26.02.2009 |
|-------------------------------|-----------------------|-------------|------------|

कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

ENQUIRY DUE DATE: 07.04.2009

Vendor Code: T09285

To,

BHEL Phone: 01334-285336

FAX: 01334-225892

INDIA
Attn:

| SL NO | MATERIAL CODE MATERIAL DESCRIPTION | UNIT | TOTAL QTY | DELIVERY LOT QTY | SCHEDULE DELY_DT |
|-------|---|------|-----------|--|--|
| 1 | FF1135165017 HIGH CARBON FERRO-CHROME SPEC: FF 05008 REV:04 50-150 MM DIM : S | KG | 2400000 | 1 30000 2 30000 3 30000 4 30000 5 30000 6 30000 7 30000 8 30000 | at the earliest at the earliest at the earliest at the earliest at the earliest at the earliest before 05.05.2006 before 05.06.2006 |

- This enquiry is 2 part tender. Techno-Commercial bid (Part - 1) and Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawing Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid. Price bid (Part - 2) shall contain only prices.
- TEST CERTIFICATE REQUIRED AS PER SPECIFICATIONS.
- GUARANTEE CERTIFICATE REQUIRED AS PER SPECS. ALONGWITH DESPATCH DOCUMENTS
- BASIC RATES, TAXES, DUTIES AND OTHER CHARGES MUST BE SPECIFIED SEPERATELY.
- CONFIRMATION IS REQUIRED THAT CENVATABLE DUPLICATE COPY OF TRANSPORTER INVOICE SHALL BE PROVIDED FOR AVAILING CENVAT BENEFIT.
- INSPECTION SHALL BE CARRIED OUT AFTER RECEIPT OF MATERIAL IN CFFP.
- PLEASE QUOTE FOR DESTINATION ONLY.
- WE MAY OPT REVERSE AUCTION PLEASE CONFIRM SAME IN THE OFFER.
- PLEASE CONFIRM THAT THE ORIGINAL MANUFACTURERS TEST CERTIFICATE WILL BE PROVIDED ALONG WITH SUPPLY.
- DELIVERY SCHEDULE IS TENTATIVE AS PER SCHEDULE BELOW:
30 MT - WITHIN 20 DAYS OF P.O.
30 MT - WITHIN 50 DAYS OF P.O.
30 MT - WITHIN 80 DAYS OF P.O.

-----contd.-----

* महत्वपूर्ण : कृपया कोटेशन देने से पूर्व नीचे दिए गये अनुशंसाओं को ध्यानपूर्वक पढ़िये।

IMPORTANT: PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN BELOW.



AA-17001

**निविदा सूचना
TENDER ENQUIRY**

भारत हेवी इलैक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
सेंट्रल फाउन्ड्री फॉर्ज प्लांट- हरिद्वार-249 403 (भारत)
Central Foundry Forge Plant, Hardwar-249 403 INDIA

Phone : (0091) (133) 485356, 485269 5041 / Telex 1 (0091) (133) 425892 • Telex : 05909-213 UPT NO. HR-20419070-04-1994
CST NO. HR-5016287 OF 16-03-1993

| | |
|-------------------------------|-------------|
| निविदा सूचना सं. ENQUIRY NO.* | दिनांक Date |
|-------------------------------|-------------|

कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

- 30 MT - WITHIN 110 DAYS OF P.O.
30 MT - WITHIN 140 DAYS OF P.O.
30 MT - WITHIN 170 DAYS OF P.O.
30 MT - WITHIN 200 DAYS OF P.O.
10 MT - WITHIN 230 DAYS OF P.O.
TENTATIVE QUANTITY READ AS : 220 MT.
- ** Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds
- ** 100% payment within 30 days after receipt & acceptance of material at CFFP BHEL, Hardwar through e-payment.
- ** CFFP/BHEL Reserves the right to procure from more than one vendor.


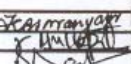


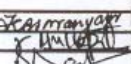


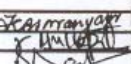


For BHARAT HEAVY ELECTRICALS LIMITED



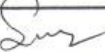
X. Badoni
(L.P. BADONI)
EXECUTIVE (PUR)

You may contact the signatory at email: shantanu@bhelhwr.co.in

* महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING

| नौ एम डी एम  | संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी. - हरिद्वार) CONTROLLED COPY PLANT PURCHASE SPECIFICATION (CFFP - HARDWAR) | | FF 05008 Rev 04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|------------------------------------|--|---------|------------------|---|-------------|--|------|-----------|---|-----------------------|--------------|----------|---------|---|-------------------------|----------------|------------------------------|-------------|--|--|--|---|--|--|--|--|---------------------------------------|--|--|------------------------------------|--|--|--|--|---------------------------|
| | | | पृष्ठ का Page 1 of 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUPERSEDES INVENTORY NO. आरक्षित सूची नं. २ आरक्षण नं. १ | HIGH CARBON FERRO CHROME | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company. | 1. SCOPE This specification governs the quality of High Carbon Ferro Chrome with the following requirements. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2. APPLICATION The material shall be used as alloying addition for manufacturing of steel. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| स्वतंत्रतापूर्वक एवं इस दस्तावेज़ के अधिकार सुरक्षित हैं। इस दस्तावेज़ को किसी भी रूप में प्रसारित, प्रतिलिखित, प्रकाशित, या अन्य किसी भी रूप में प्रसारित करने से पूर्व लिखित रूप में अनुमति लेनी होगी। | 3. CONDITION OF DELIVERY Size Class/ Designation: Class 1 (50-150mm) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 4. COMPLIANCE WITH NATIONAL STANDARDS The material should conform to Indian standard specification IS 1170-1992; Grade: 7FeCr-65 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| स्वतंत्रतापूर्वक एवं इस दस्तावेज़ के अधिकार सुरक्षित हैं। इस दस्तावेज़ को किसी भी रूप में प्रसारित, प्रतिलिखित, प्रकाशित, या अन्य किसी भी रूप में प्रसारित करने से पूर्व लिखित रूप में अनुमति लेनी होगी। | 5. FREEDOM FROM CONTAMINATION The material shall be free from extraneous contamination such as slag. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 6. MANUFACTURE The process of manufacture of High Carbon Ferro Chrome is left to the discretion of supplier. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| स्वतंत्रतापूर्वक एवं इस दस्तावेज़ के अधिकार सुरक्षित हैं। इस दस्तावेज़ को किसी भी रूप में प्रसारित, प्रतिलिखित, प्रकाशित, या अन्य किसी भी रूप में प्रसारित करने से पूर्व लिखित रूप में अनुमति लेनी होगी। | 7. CHEMICAL COMPOSITION When the material is analyzed in accordance IS : 1170-1992 shall have the following composition: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Element</th> <th>% Min</th> <th>% Max</th> </tr> </thead> <tbody> <tr> <td>Carbon</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Chromium</td> <td>60</td> <td>70</td> </tr> <tr> <td>Silicon</td> <td>-</td> <td>2.0</td> </tr> <tr> <td>Sulphur</td> <td>-</td> <td>0.05</td> </tr> <tr> <td>Phosphorus</td> <td>-</td> <td>0.05</td> </tr> </tbody> </table> | | | | Element | % Min | % Max | Carbon | 6.0 | 8.0 | Chromium | 60 | 70 | Silicon | - | 2.0 | Sulphur | - | 0.05 | Phosphorus | - | 0.05 | | | | | | | | | | | | | | | | |
| Element | % Min | % Max | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Carbon | 6.0 | 8.0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chromium | 60 | 70 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Silicon | - | 2.0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sulphur | - | 0.05 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phosphorus | - | 0.05 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| स्वतंत्रतापूर्वक एवं इस दस्तावेज़ के अधिकार सुरक्षित हैं। इस दस्तावेज़ को किसी भी रूप में प्रसारित, प्रतिलिखित, प्रकाशित, या अन्य किसी भी रूप में प्रसारित करने से पूर्व लिखित रूप में अनुमति लेनी होगी। | 8. SAMPLING METHOD FOR CHEMICAL ANALYSIS The sampling of material shall be done in accordance with IS 1472-1977. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <tr> <td>QM</td> <td>K.B.SUBRAMANAYAM</td> <td></td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</td> </tr> <tr> <td>MPIC</td> <td>K.B. SOOD</td> <td></td> <td>निरीक्षक WORKED BY</td> <td>GAURAV KUMAR</td> </tr> <tr> <td>QM(HEAD)</td> <td>B. RAHA</td> <td></td> <td>जांचकर्ता CHECKED BY</td> <td>L.K.KHANDELWAL</td> </tr> <tr> <td>संलग्न विभाग AGREED DEPTT</td> <td>नाम NAME</td> <td>हस्ताक्षर एवं दिनांक SIGNATURE & DATE</td> <td colspan="2"></td> </tr> <tr> <td colspan="3"> मंजूर APPROVED : संस्थान मानक समिति PLANT STANDARDS COMMITTEE </td> <td colspan="2"></td> </tr> <tr> <td colspan="3"> तैयार PREPARED : SMS TECHNOLOGY </td> <td colspan="2"> जारी ISSUED : SMS TECHNOLOGY </td> </tr> <tr> <td colspan="3"></td> <td colspan="2"> दिनांक DATE : 20-10-06 </td> </tr> </table> | | | | QM | K.B.SUBRAMANAYAM |  | नाम NAME | दिनांक एवं हस्ताक्षर SIGNATURE & DATE | MPIC | K.B. SOOD |  | निरीक्षक WORKED BY | GAURAV KUMAR | QM(HEAD) | B. RAHA |  | जांचकर्ता CHECKED BY | L.K.KHANDELWAL | संलग्न विभाग AGREED DEPTT | नाम NAME | हस्ताक्षर एवं दिनांक SIGNATURE & DATE | | | मंजूर APPROVED : संस्थान मानक समिति PLANT STANDARDS COMMITTEE | | | | | तैयार PREPARED : SMS TECHNOLOGY | | | जारी ISSUED : SMS TECHNOLOGY | | | | | दिनांक DATE : 20-10-06 |
| QM | K.B.SUBRAMANAYAM |  | नाम NAME | दिनांक एवं हस्ताक्षर SIGNATURE & DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MPIC | K.B. SOOD |  | निरीक्षक WORKED BY | GAURAV KUMAR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| QM(HEAD) | B. RAHA |  | जांचकर्ता CHECKED BY | L.K.KHANDELWAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| संलग्न विभाग AGREED DEPTT | नाम NAME | हस्ताक्षर एवं दिनांक SIGNATURE & DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| मंजूर APPROVED : संस्थान मानक समिति PLANT STANDARDS COMMITTEE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| तैयार PREPARED : SMS TECHNOLOGY | | | जारी ISSUED : SMS TECHNOLOGY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | दिनांक DATE : 20-10-06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|---|--|-----------------|---|--|
| नौ एम डी एम  | संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी. हरिद्वार) CONTROLLED COPY | | FF 05008 Rev 04 | |
| | PLANT PURCHASE SPECIFICATION (CFFP - HARDWAR) | | पृष्ठ का Page 2 of 3 | |
| SUPERSEDES INVENTORY NO. | 9. INSPECTION AT SUPPLIER'S WORKS <ul style="list-style-type: none"> 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 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. | | | |
| COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company. | 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. <ul style="list-style-type: none"> 11.1 BHEL Reference <ul style="list-style-type: none"> 11.1.1 Material Specification. 11.1.2 Purchase Order No. 11.2 Supplier Reference <ul style="list-style-type: none"> 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. | | | |
| स्वतंत्रता एवं गोपनीय इस दस्तावेज में दी गई सूचना स्वतंत्रता और गोपनीयता के अन्तर्गत है। इसे बिना अनुमति के किसी भी प्रकार प्रसारित नहीं किया जा सकता है। | 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:- <ul style="list-style-type: none"> Supplier's name or emblem. Material Name P.O. No and Lot no. Net wt. of material | | | |
| SIGNATURE SIGN & DATE | Date: 20.10.06 | | | |
| INVENTORY NO. | निर्माणकर्ता WORKED BY | GAURAV KUMAR |  | |
| | जांचकर्ता CHECKED BY | L.K. KHANDELWAL |  | |

CONTROLLED COPY

| | | |
|------|------------------------------|--------------|
| BHEL | PLANT PURCHASE SPECIFICATION | FF 05008 |
| | C.F.F.P. HARDWAR | PAGE: 3 OF 3 |

REVISION RECORD SHEET

| S. No. | Revision No. | Revision date | Nature of Changes |
|--------|--------------|---------------|------------------------------|
| 01. | 04 | 20.10.2006 | CLAUSES 3 AND 7 MODIFIED. |

| | | | |
|----------|--------------------------|-----------------|--------------------|
| ISSUED: | SMS TECHNOLOGY | WORKED | <i>Gaurav</i> |
| REVISION | 04 | DATE: 20.10.06. | CHECKED <i>Sun</i> |
| AGREED | PLANT PUR. SPEC.COMMTTEE | APPROVED | P.P.S.C |

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 **AGM(MM),Purchase Department ,CFPP ,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 CFPP/BHEL specifications of Enquired material in tender documents. Deviations if any must be indicated clearly in the offer. Rates to be quoted on For Destination Basis.

(b) All commercial terms i.e. packing, forwarding, Custom Duty, Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD, Bank Charges, payment terms & Insurance etc as applicable 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, GENVATable duplicate copy of invoice, packing list, transit sale agreement etc.) & technical documents (TC/GC/CP 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 :**

For new vendors quoting for this item, Vendor Registration form duly filled must be submitted alongwith the offer. Vendor Registration Form can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in

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 45 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** 100% Payment within 30 days after receipt and acceptance of material at CFFP through e-payment. For foreign vendor payment through LC is acceptable. However payment through LC to be given on 70th day of bill of lading date and on submission of security deposit (refer clause 17). All bank charges to the a/c of vendor.
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 also reserve the right to negotiate price with L1 vendor after 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 Tender Enquiry and 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:** For foreign vendor seeking payment through LC, security deposit of 10% LC value is to be submitted. Security deposit must be submitted as per BHEL format attached and issued from one of the consortium bank (list attached) and should be valid upto 70th day from bill of lading date.
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 .

19. BHEL reserve the right to place P.O. for part / full qty and on one or more than one sources.

ANNEXURE II

LIST OF CONSORTIUM BANKS:

- | | |
|---|---|
| 1. State Bank of India CAG Branch, 10-th Floor, Vijaya Building, Barakhamba Road, New-Delhi-110001 | 10. HDFC Bank Ltd 5 th Floor, HT House, K G Marg, New-Delhi-110001 |
| 2. Canara Bank 74, Janpath, New-Delhi-110001 | 11. CITI Bank N A Jeevan Vihar Building, Sansad Marg, New-Delhi-110001 |
| 3. Punjab National Bank 74, Janpath, New-Delhi-110001 | 12. Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001 |
| 4. Bank of Baroda Corporate Banking Branch, 11 th Floor, BOB Building, Sansad Marg, New-Delhi-110001 | 13. ICIC Bank Ltd. ICIC Tower, Bisham Pitamah Marg, Pragati Vihar, New Delhi 110003 |
| 5. Deutsche Bank Tolstoy Marg, New-Delhi-110001 | 14. IDBI Bank Ltd. 19, K G Marg, Surya Kiran Building, New-Delhi-110001 |
| 6. State Bank of Hydrabad Surya Kiran Building, K. G. Marg, New-Delhi-110001 | 15. HSBC Ltd. ECE House, 28 KG 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 | |

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

This deed of guarantee made thisday ofTwo 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 ofWith 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.

AUTHORISATION LETTER
FOR -PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT) / RTGS
(PLEASE FILL UP THE FROM IN CAPITAL LETTERS ONLY.)

| | | |
|---|------------------------------------|------------------------------------|
| TYPE OF REQUEST (One) | <input type="text"/> CREATE | <input type="text"/> CHANGE |
| BHEL Vendor / Supplier Code | <input type="text"/> | |
| Company's Name | <input type="text"/> | |
| Address | <input type="text"/> | |
| | <input type="text"/> | |
| City | <input type="text"/> | |
| Pincode | <input type="text"/> | |
| State | <input type="text"/> | |
| Contact Person (s) | <input type="text"/> | |
| Telephone No. | <input type="text"/> | |
| FAX No. | <input type="text"/> | |
| e-mail id | <input type="text"/> | |
| 1 Bank Name | <input type="text"/> | |
| 2 Bank Address | <input type="text"/> | |
| 3 Bank Telephone No. | <input type="text"/> | |
| 4 Bank Account No. | <input type="text"/> | |
| 5 Account Type | <input type="text"/> | |
| 6 Bank's Branch Code | <input type="text"/> | |
| 7 Bank Swift Code | <input type="text"/> | |
| (applicable to EFT Only) | | |
| 8 Enclose Blank cancelled cheque | <input type="text"/> | |

DECLARATION

- (1) I as representative / owner of the above naded company, hereby authorize BHEL,CFFP Ranipur, HARIDWAR to electronically make payments to the designated bank account, I hereby certify that the particulars given above are true, complete and correct.
- (2) If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/ transfering Bank responsible.
- (3) This authority remains in full force until BHEL,CFFP,Ranipur,Haridwar receives & acknowledge written notification requesting a change or cancellation.
- (4) I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment / EFT/rtgs.

Date :
Authorized Signatory
Designation

Company Seal

Verification By Bank