Material Management CFFP, BHEL, Haridwar

Ref: FF/PPX/5036/P/351/8/1527A/1 dt: 26.02.2009

Sub: Corrigendum in open tender for Low carbon Ferro Manganese.

Tender Enquiry No. FF/PPX/5036/P/351/8/1527A/1 dt: 26.02.2009 due on 02.04.2009 (written as 24.03.2009 on first page of tender document on our website).

Following corrigendum is issued in above tender:

- Tender enquiry quantity to be read as 25 MT. Enquiry due date to be read as 02.04.2009.

Executive (Purchase)

Haridwar

CFFP, BHEL



सामग्री प्रबन्धन (क्रय विभाग)

MATERIAL MANAGEMENT (PURCHASE)

सेन्ट्रल फाऊन्ड्री फोर्ज् प्लान्ट, भारत हैवी इलैक्ट्रिकल्स 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. 5036/P/351/8/1527A/1 dated 27/02/2008 due on 24 March'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	5036/P/351/8/1527A/1	Low Carbon Ferro Mn.	25	24/03/2009

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

PLESAE VISIT www.bhel.com or www.bhelhwr.co.in for more details and tender documents.

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

Thanking You,

Yours Faithfully, For & On behalf of CFFP BHEL Hardwar

(L.P. Badoni) Executive (Pur)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.



भारत हैवी इलैविटकल्स लिमिटेड Bharat Heavy Electricals Ltd

मेन्द्रल फाउन्द्री फोर्ज ब्लांट- हरिहाए-249 403 (भारत) Central Foundry Forge Plant, Hardwar-249 403 INDIA

5036/P/351 /8/1527A/1 | বিনাক Date

कपंगा निमालिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

ENQUIRY DUE DATE: 02.04.2009

निवेदा रूचना सं. ENQUIRY NO.*

Vendor Coda: T69285

3HEL Phone: 01334-265336

FAX: 01334-225892

TNDTA Attn:

SL MATERIAL CODE NO MATERIAL DESCRIPTION TOTAL DELIVERY SCHEDULE UNIT 1 FF1135176035 25MT 1 5 at the earliest_ LOW CARBON FERRO-MANGANESE 2 5 at the earliest BPEC: FF05003 REV.03 3 S at the earliest 20-40 MM 4 5 at the earliest_ 5 5 at the earliest 5 at the earliest 7 5 before 05.05.2009 5 before 05.06.200:

1 This enquiry is 2 part tender. Techno-Commercial sid (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, Drawings Tachnical documents, Catalogues, Laxes & outles, payment terms, delivery corloc, Validity of offer, Replica of Price Bid (Copy of price bid without crice 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.

3 GUARANTEE CERTIFICATE REQUIRED AS PER SPECS. ALONGWITH DESPATCH DOCUMENTS 4 BASIC RATES, TAXES, DUTIES AND OTHER CHARGES MUST BE SPECIFIED SEPERATELY.

5 CONFIRMATION IS REQUIRED THAT CENVATABLE DUPLICATE COPY OF TRANSPORTER INVOICE SHALL BE PROVIDED FOR AVAILING CENVAT BENIFIT.

6 INSPECTION SHALL BE CARRIED OUT AFTER RECEIPT OF MATERIAL IN CFFP.

PLEASE QUOTE FOR DESTINATION ONLY.

8 WE MAY OPT REVERSE AUCTION PLEASE CONFIRM SAME IN THE OFFER.

9 PLEASE CONFIRM THAT THE ORIGINAL MANUFACTURERS TEST CERTIFICATE WILL BE PROVOIDED ALONG WITH SUPPLY.

10 DELIVERY SCHEDULE TENTATIVE AS BELOW:

S MT - WITHIN 10 DAYS OF P.O.

5 MT - WITHIN 70 DAYS OF P.O.

 महत्त्वपूर्ण : क्यम कोटेशन तेने से पूर्ण पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढिये। IMPORTANT: PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING



निविदा सूचना **TENDER ENQUIRY**

भारत हैवी इलैक्ट्रिकल्स लिमिटेड **Bharat Heavy Electricals Ltd**

सेन्ट्रल फाउन्ड्री फोर्ज प्लांट- हरिद्वार-249 403 (भारत)

5038/Feletax i (0998) (133) 425892 • Telex: 05909-213 UPIT NO. HP-0041496 Dt. 01-04-1994

Central Foundry Forge Plant, Hardwar-249 403 INDIA

Phone: (0091) (133) 485356, 485269 निविदा सूचना सं. ENQUIRY NO.*

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

5 MT - WITHIN 80 DAYS OF P.O. 5 MT - WITHIN 90 DAYS OF P.O.

** 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

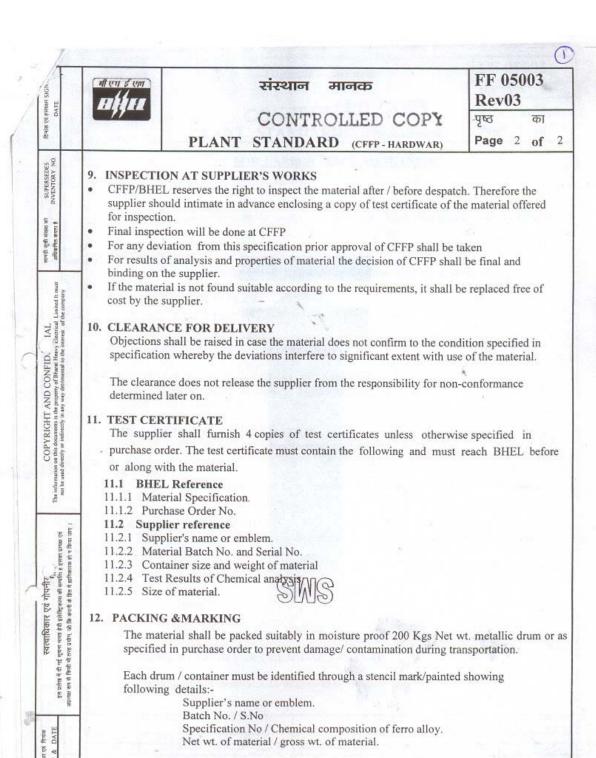
Deschoni (L.P. BADONI) EXECUTIVE (PUR)

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

 महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढिये। IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON DEVEROE DECORE OF THE PROPERTY OF

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COPYRIGHT The rects and dend			anufacture of L	ow Carbon Ferro Man	ganese is left to th	ne discretion of						
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निर्माणकर्ता

जांचकर्ता

WORKED BY

CHECKED BY

Date: 13.09,2013

मामग्री मुची र

SUNIL

KUMAR

KHANDELWAL

No.: GTCRM No. 01 Rev.oc Date + 19/11/2008

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY ANNEXURE-A

1 <u>Submit the tencer in two parts i.e.</u>

Part-I Techno-Commercial Bid

Part-II Price Bid

Techno-Commercial (part one) & Price Bic (part two) should be put in separate scaled envelopes. Both envelopes should be super scroed 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 Tondor No, and Date of Coening and the name of firm submitting the tender and sent by Registered A/D post to AGM(MM), Purchase Department CFFP .BHEL Hardwar,Ranipur .Hardwar 249403.Uttrakhand ,India

Part Envelopes super scribed with Techno-Commercial Bid must contain all information especialiv:-

(a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender occuments. 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 amplicable, 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, Contral Expise, Sales tax. Income tax, DGS & D. ECC etc.

(e) Un-priced capy 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

Authorized Signatory should authenticate all tender documents

Techno-commercial bid (Part-I) will be opened on the due date at 2.00 PM. In the 3 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.

The material offered must conform to the required BHEL specifications and drawings as

well as Instructions and details made available .

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

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.

Validity of offers should be minimum of 45 working days from the date of Tender

(Techno-Commercial Bid) opening.

Delivery in the promised period is the essence of contract. Confirm to supply according to delivery schedule mentioned

- 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.
- 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.
- Agent /Agency Commission: Payment of any kind at any stage will not be made to 12. 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.
- Please do intimate the personal contact details like Mobile Number, Email-Id, etc of 14.
- authorized executive for correspondence.

 Penalty: Orders placed against this Enquiry will be subject to normal clauses for 15. 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
- 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
- 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.

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

ANNEXURE II

LIST OF CONSORTIUM BANKS:

- State Bank of India CAG Branch, 10-th Floor, Vijaya Building, Barakhamba Road, New-Delhi-110001
- 2. Canara Bank 74, Janpath, New-Delhi-110001
- 3. Punjab National Bank 74, Janpath, New-Delhi-110001
- 4. Bank of Baroda
 Corporate Banking Branch,
 11th Floor, BOB Building,
 Sansad Marg,
 New-Delhi-110001
- 5. Deutsche Bank Tolstoy Marg, New-Delhi-110001
- 6. State Bank of Hydrabad Surya Kiran Building, K. G. Marg, New-Delhi-110001
- 7. State Bank of Mysore Antriksh Bhawan, K. G. Marg, New-Delhi-110001
- 8. State Bank of Mysore
 Industrial Finance Branch,
 Ramanashree Arcade,
 MG Road,
 Bangalore-560001
- 9. State Bank of Travancore Travancore House, IF Branch, K G Marg, New-Delhi-110001

- 10. HDFC Bank Ltd 5th Floor, HT House, K G Marg, New-Delhi-110001
- 11. CITI Bank N A
 Jeevan Vihar Building,
 Sansad Marg,
 New-Delhi-110001
- 12. Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001
- 13. ICIC Bank Ltd.ICIC Tower,Bisham Pitamah Marg,Pragati Vihar,New Delhi 110003
- 14. IDBI Bank Ltd.19, K G Marg,Surya Kiran Building,New-Delhi-110001
- 15. HSBC Ltd. ECE House, 28 KG Marg, New-Delhi-110001

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

	This	deed of	guarantee	made	this	day	of
	Two	Thousand		by	(bank)	hereinafter called 'the Guaranton	.')
which expression	on shall unles	s repugnant to t	he context or	meaning	thereof	be deemed to include its successor	rs
and assigns)IN	FAVOUR O	F M/s Bharat H	eavy Electrica	als Limit	ed (A C	Sovernment of India Undertaking)	a
Company incor	porated under	r the Companies	Act, 1956 ha	ving its	registere	ed office at "BHEL House" Siri Fo	rt,
New Delhi 110	049, throug	h its Unit/Divis	ion at Hardwa	ar (Čentr	al Foun	dry Forge Plant) hereinafter called	"
the Company"	(which expre	ession shall un	less repugnan	t to the	context	of meaning thereof be deemed	to
include its succe	essors and ass	signs).					
WI	IFRFAS M/s	!				(hereinafter referred to as the	he
VV 1	ILICLIAN IVI/S	,				(neremarter referred to us t	uc
vendor)		entered					
vendor)	have	entered	inte	0	a	•	ng
vendor) no	have	entered Dated	into	0	a	contract bearing	ng
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vendor) no	have the supply of a D WHEREA in the form	enteredDated S the Contract is a Bank Guarar	interalia provi	des that	the ven	contract bearing. (Hereinafter referred to as "the action.) With the Company. dor shall furnish Security Money	ng he to

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 WITHNESS 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..

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.

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

TYPE	E OF REQUEST (Or	10)	CREATE		CHANGE	
BHEL	Vendor / Supplier Co	ode				
Comp	cany's Name					
Addre	999					
		City Pincode State		6		
Contr	act Person (s)					
	hone No.					
FAX						
e-mai	il id			*		
1						
2	Bank Address					
3	Bank Telephone I	No.				
. 4	Bank Account No.					
. 5	Account Type					
6	Bank's Branch C	ode				
. 7	Bank Swift Code					
	(aplicable to EFT	Only)				
8	Enclose Blank ca	ancelled chaque				
DEC	LARATION					
		ner of the above naded co	moony hereby authorize	BHE! CEEP Panious	r HARITWAR to electroni	cally make
paym (2) If	ents to the designate	d bank account, I hereby of clayed or not effected at	sertify that the particulars	given above are true	e, complete and correct.	
		in full force until BHEL,0	CEFP.Ranipur.Haridwar n	eceives & acknowled	dge written notification re	questing a
chang	ge or cancellation.					
(4) I I	have read the content ent / EFT/rtgs.	its of the covering letter ar	nd agree to discharge the	e responsibility expe	oted of me as a participar	t under E-
	crized Signatory					
Come	pany Seal	-		New 20 mar	on Du Book	
Comp	daily 388i			verificat	on By Bank	
					7.7	
	7					
	No.					