

सामग्री प्रबन्धन (क्रय विभाग)

MATERIAL MANAGEMENT(PURCHASE)

सेन्ट्रल फाऊन्ड्री फोर्ज प्लान्ट, भारत हैवी इलैक्ट्रिकल्स लिमिटेड

CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR

रानीपुर हरिद्वार (भारत)

RANIPUR, HARIDWAR (INDIA) - 249403

Phone No.+91-1334-285326/284548, FAX No. 225892

e-mail: akaithal@bhelhwr.co.in & satul@bhelhwr.co.in

M/S

Sub: Tender Enquiry No: FF/PPX/4415/P/351/7/1166W/2 DT 11/03/2008 Due on 10thApr 2008. Dear Sir.

We are pleased to invite offer as per enclosed specifications, drawings 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	4415/P/351/7/1166W/2	1.FF1405080019 COBALT BASE STELLITE-6 ALLOY INGOTS SPEC:FF06031 REV 00	15	10 th APRIL 2008 2:00 PM
				COMMERCIAL BID

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.

Thanking You,

Yours Faithfully, For & On behalf of CFFP BHEL Hardwar

AJAY KAITHAL ENGINEER (PURCHASE)

LIST OF DOCUMENTS:

- 1. Annexure-A (General Terms and Conditions of Tender Enquiry).
- 2. Annexure-B (Commercial Terms)
- 3. Annexure-C (Check List)
- 4. Technical specifications and drawings
- 5. Performance Bank Guarantee Format and Consortium of Banks

Note: Corrigendum if any shall not be published, kindly refer web for any changes.



GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY ANNEXURE-A

1. Submit the tender in two parts i.e.

Part-I Techno-Commercial Bid Part-II Price Bid

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number**, **Date of Opening** & **Technical / Commercial Bid** and **Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender and sent by Registered A/D post to SDGM(MM), Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttrakhand ,India

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

- (a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations of any kind is not acceptable**.
- (b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.
- (c) Confirm to submit all required commercial documents (tax invoice, CENVATable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)
- (d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.

(e) Un-priced copy of Price Bid.

Part-II Envelopes super scribed with Price Bid should contain priced copy of Price Bid. The price should be mentioned both in figures and words.

- 2. Authorized Signatory should authenticate all tender documents.
- 3. Techno-commercial bid (Part-I) will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present? Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.
- The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available.
- 5. Eligibility:
- a) The Vendor must submit the annual reports giving the audited profit or loss account and balance sheet for last three financial years with year ending 31.03.07.
- b) The Vendor have to submit the details of recent orders of similar material (not earlier than 31.03.05) executed mentioning the Name and address of Customers with technical details preferably in India.

The Vendors who are registered with any unit of BHEL, India, in related category are exempted of above two.



- **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.
- Validity of offers should be minimum of 30 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 (Refer Annexure B)
- 9. Payment Term preferably should be within 30 days after receipt and acceptance of material else 1% incase of Indigenous Supply and 2% in case of foreign supply including High Seas Sales and CIF, as applicable will be loaded on Total Value without CENVAT in Landed Cost Calculation (refer Annexure B as well). Vendors of Indian origin will not be paid through Letter of Credit. No advance amount will be paid. The indigenous supplier shall be paid through E-Mode. The format and requisites are attached.
- 10.Loading: 1)0.5% per week of delivery period extra after desired period mentioned in Annexure B shall be loaded on total value without any CENVAT/MODVAT for comparison. The offer may be rejected if delivery period exceeds 20 weeks after desired period
- 11. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.
- 12. Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.
- 13. 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.
- 14. CFFP, BHEL, HARIDWAR may opt for E-auction/Reverse auction for obtaining best prices for part or full Tendered Quantity.
- 15. Please do intimate the personal contact details like Mobile Number, Email-Id, etc of authorized executive for correspondence.
- **16.** Penalty: Orders placed against this Enquiry will be subject to normal clauses for imposing Penalty, Liquidated Damages, Risk purchases, and cancellation, arbitration as per terms and conditions of Purchase Orders in case of delay in effecting supply and or other defaults.
- 17. Inspection: CFFP BHEL Hardwar inspection after receipt shall be final and binding.
- 18. Security Deposit and Performance Bank Guarantee is must for new Vendor to CFFP BHEL Hardwar .The percentage of both proposed (Annexure B) if decreased the % of decrement than that proposed shall be loaded on Landed Cost Calculation .The minimum % acceptable shall be decided by CFFP/BHEL beyond which offer may be rejected .
- 19.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.



COMMERCIAL TERMS OF CFFP BHEL HARDWAR (ANNEXURE B) (To be filled by Foreign (outside India)Vendor

Sr No	CFFP Terms and Conditions	Agreed /Not agreed	If not agreed write your Terms
1	Payment Terms:100% payment by irrevocable Letter of Credit in full or parts, if applicable.		
2	Security Deposit of 100% or amount for which Letter of Credit is to be opened must be submitted with Order Acceptance		
3	Mode of Supply (FOB): Mention Port of Loading All charges up to Port shall be borne by Vendor including Forwarder's fee whose name will be informed with Order.		
4	LD Clause: In case of delayed supplies, Liquidated damage @ 0.5% per week of delay with a maximum of 10% of Order value will be levied		
7	Delivery Schedule: within 60 days of Order Date.		
10	Validity of Quotation :Minimum		
8	30 days of opening of Tender		
9	Transit insurance if applicable will be borne by Vendor		
10	After sales Support: Available through India based Agency		
11	Bank Charges in opening of L/c will be in respective account for irrevocable L/c .For any further requirement or amendment of L/c the charges thereof shall be borne by Vendor.		
12	Loading:0.5% per week of delivery period extra than that mentioned above shall be loaded on total value without any CENVAT/MODVAT for comparison .The offer may be rejected if delivery period exceeds 20 weeks after desired period.		



COMMERCIAL TERMS OF CFFP BHEL HARDWAR (ANNEXURE B)

(To be filled by Indigenous (Within India)Vendor)

Sr No	CFFP Terms and Conditions	Agreed /Not Agreed	If not agreed write your Terms
	Payment Terms: 100% within 30		
1	days after receipt and acceptance of material through E-Mode		1 1 1
2	Security Deposit: 100% of total Order Value must be submitted with Order Acceptance		5.4
3	Mode of Supply (FOR) : Material is to be supplied at CFFP BHEL Hardwar Stores		
4	LD Clause: In case of delayed supplies, Liquidated damage @ 0.5% per week of delay with a maximum of 10% of Order value will be levied		
7	Delivery Schedule: Within 100 days of Order Date.		
8	Validity of Quotation :Minimum 30 days of opening of Tender		
9	Transit insurance if applicable will be borne by Vendor		10
10	After sales Support: Available		
11	Bank Charges if involved shall be borne by supplier.		
12	Loading:0.5% per week of delivery period extra than that mentioned above shall be loaded on total value without any CENVAT/MODVAT for		
	comparison .The offer may be rejected if delivery period exceeds 20 weeks after desired period.		



CHECK LIST ANNEXURE C (To be filled by Vendor)



Sr No	List of Questions	Indicate Yes/No Below
1	Have checked & understood all technical details as per specifications, literature and documents before quoting.	Yes/No
2	Have all the pages signed by authorized and stamped with company's seal	Yes/No
3	Have all taxes and duties mentioned with value applicable as on date along with MODVATable duties and/or taxes if any with actual value(%) to be claimed	Yes/No
4	Have all commercial points filled as per Annexure A and filled Annexure A is attached.	Yes/No
5	Have Techno Commercial bid Price Blanked out	Yes/No
6	Have Eligibility Criteria (Clause 5 Annexure-I) understood and requisites as applicable attached.	Yes/No
7	Have Price Bid replica of Techno Commercial Bid without additional documents priced	Yes/No
8	Have three separate envelopes super scribing Tender Reference with due Date along with your company name at bottoms each for Techno-Commercial Bid, Price Bid and Envelope Containing both, prepared.	Yes/No
9	Have personalized contact details like Email Id ,Mobile No and Fax No are mentioned for correspondence	Yes/No

Signature & Seal of Vendor

LIST OF CONSORTIUM BANKS:

- State Bank of India CAG Branch, 10-th Floor, Vijaya Building, Barakhamba Road, New-Delhi-110001
- Canara Bank
 Janpath,
 New-Delhi-110001
- Punjab National Bank
 Janpath,
 New-Delhi-110001
- Bank of Baroda
 Corporate Banking Branch, 11th Floor, BOB Building, Sansad Marg, New-Delhi-110001
- Deutsche Bank Tolstoy Marg, New-Delhi-110001
- State Bank of Hyderabad Surya Kiran Building, K. G. Marg, New-Delhi-110001
- State Bank of Mysore Antriksh Bhawan, K. G. Marg, New-Delhi-110001
- 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
- CITI Bank N A
 Jeevan Vihâr Building,
 Sansad Marg,
 New-Delhi-110001
- Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001
- 13. ICIC Bank Ltd.
 ICIC Tower,
 Bisham Pitamah Marg,
 Pragati Vihar,
 New Delhi 110003
- IDBI Bank Ltd.
 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)

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NOW THIS DEED WITHNESS AS FOLLOWS:-

- (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.



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

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PLANT PURCHASE SPECIFICATION

(CFFP - HARDWAR)

STELLITE INGOTS(COBALT BASE)

General

CONVROLLED COPY

Page

This Specification governs the quality quirements of Cobalt Base Stellite Ingots.

2.0 Application

The Stellite Ingots shall be remelted to make Castings.

3.0 Compliance with National Standard

This specification is based on HW19996

Properties

4.1 CHEMICAL

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ELEMENT	% MIN.	% MAX.
Section Control		
CARBON	1.0	1.15
CHROMIUM	26.0	30.00
TUNGSTEN	3.5 .	5.5
SILICON		2.0
IRON		3.0
NICKEL		3.0
MANGANESE		1.0 .
MOLYBDENUM		1.0 ·
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COBALT		Remainder

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

FF 06031 Rev 00

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PLANT PURCHASE SPECIFICATION

(CFFP - HARDWAR)

COMMODILED COFF

4.2 Size

Length of Ingots: 150 mm to 250 mm

Width of Ingots: 70 mm to 100 mm

Thickness

: 70 mm to 100 mm

4.3 The Ingots shall be free from slag, dross, gas holes, pin holes and other Harmful defects.

5.0 Acceptance

The material shall be accepted on the basis of TC and GC given by the supplier. However BHEL shall check the properties as per Clause No. 4 on surveillance basis.

6.0 Inspection

6.1 BHEL reserves the right to inspect the material at site before despatch. The supplier shall intimate in advance, enclosing a copy of Test Certificate of the material offered for inspection.

The supplier shall extend all reasonable test facilities to BHEL Representative without any charge to satisfy the later, that the material is being furnished in accordance with this specification. If the facilities are not available at supplier's works, he will make necessary arrangement for testing elsewhere without any cost.

- 6.2 If the material received at CFFP is found not in accordance with the specification, it shall be rejected and supplier will have to replace it free of cost at the earliest.
- **6.3** For any deviation from the specification demanded by the supplier prior approval of BHEL must be obtained in writing.

7.0 Test Certificate

The Test Certificate shall certify the properties required at Clause No. 4. Supplier shall submit 3 Copies of Test Certificates along with the consignment.

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