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

MATERIAL MANAGEMENT (PURCHASE)
CENTRAL FOUNDRY FORGE PLANT,BHEL HARDWAR
RANIPUR, HARIDWAR (INDIA) – 249403
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Sub: Open Tender Enquiry No: 201603551/1209 due on 10.10.2016, 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.

Sl No	Tender No	Description of Material	Qty	Date & Time Of Opening
01	**201603551/1209**	Material Code: FF5365785010 Chromite Sand Spec. : AA53627 R02	12,00,000 Kg	10.10.2016 at 2.00 PM

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

(A k Kushwah)
Sr. Manager (Purchase)

Note: Corrigendum if any shall not be published, kindly refer websites for any changes.

	BHARAT HEAVY ELECTRICALS LIMITED **C.F.F.P: HARIDWAR, UTTRAKHAND -249403** **ANNEXURE : A201603551**

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

Confirmation/comments on the conditions given below are mandatory. Please confirm the following or else your offer is liable to be rejected.

	Description	**Vendor Confirmation /Comment (In case of blank, it shall be deemed to be accepted by vendor)**
	Prequalification Criteria : **1.** Please specify whether you are a manufacturer or a trader of this item. **2.** In case of Trader, mention the name of manufacturer & provide authorization from original manufacturer of Chromite Sand. **3.** Submit along with the offer, a typical test certificate from Original Manufacturer including Grain Fineness number, Sieve Distribution, moisture, turbidity, clay content & chemical composition. Typical Test Certificate should be that of original manufacturer.	
OTHER TECNO COMMERCIAL TERMS :		
1	Guarantee Certificate (as per specification/enquiry) shall be provided along with dispatch documents.	
2	*Material to be supplied as per specification AA53627 Rev02. In specification Fe_2O_3 (27% max.) to be read as FeO (27% Max)*	
3	Original Manufacturer's Test Certificate shall be provided along with dispatch documents.	
4	Third Party Inspection shall have to be arranged by supplier from any of five inspection agencies namely : BVC/ DNV/ TUV-SUD/ Alfred H Knight/ SGS/ Alec Steward at their cost Scope of third party inspection attached with enquiry.	
5	Final inspection shall be carried out after receipt of material at CFFP. However, CFFP reserves the right to pre Inspect the material at supplier works.	
6	Delivery shall be made on FOR Destination basis, destination being Stores/CFFP/BHEL Haridwar, Freight & Insurance charges to vendor's account. From foreign vendors (on whom order is placed). The delivery preferred is on DDP/ DAP basis. However, delivery in CIF basis is also acceptable. The post o discharge shall be NHAVASHEVA port.	
7	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price from the e-procurement portal submitted by bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed	

	bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in Online Sealed bid) may not be allowed to participate in further RA process.	
8	**Payment Term:** **For Indigenous Vendors:** - 100% payment within 30 days after receipt & acceptance of material at CFFP / BHEL, Haridwar through e-payment. **For foreign suppliers:** - Payment through USANCE LC on 70th day of bill of lading (BL) date. Bank charges - Either Side (i.e. in India to BHEL account & in Beneficiary country to Vendor's account). In case of amendment to LC for reasons attributable to vendor, all bank charges (both sides) shall be to Vendor's account. **Loading Criteria:** In case vendor does not agree as per above payment term, proper loading shall be done. Base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.	
9	Validity of offer: Minimum 120 days from tender opening date. Offers with validity less than 120 days may not be considered.	
10	Delivery schedule for FOR Destination/ DDP/ DAP basis (DDP/ DAP for foreign vendors only on whom order is placed) is as under: 400 MT : 60 Days from PO Date 400 MT : 120 Days from PO Date 400 MT : 180 Days from PO Date The delivery schedule in case of CIF NHAVSAHEVA shall be: 400 MT : 30 Days BOL Date should be within 45 days from PO Date / LC Date 400 MT : 90 Days BOL Date should be within 45 days from PO Date/ 1st LC Date 400 MT : 150 Days BOL Date should be within 45 days from PO Date/ 1st LC Date	
11	Prices will remain firm till execution of Order	
12	Ordering will be done on two sources with L1 getting 70% of the enquired/ ordered quantity. For balance 30% qty. L2 will be counter offered L1 landed rate & if accepted ordering will be done accordingly. In case L2 does not accept, L3 & further L4 will be counter offered the balance qty. Offers received for less than 70% of enquired quantity shall not be considered. Cases where landed price of two or more vendors are same then while ordering preference will be given to vendor whose conditions are favorable to CFFP. If all conditions are same for vendors then vendor whose SPR (Supplier Performance Rating) is more shall be given preference.	

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

	First time vendor (new Vendor) OR vendor who has not executed any PO in material category of the tender enquiry item/s, their Supplier Performance Rating will be treated as Zero.	
13	CFFP/ BHEL reserves the right to order part quantity.	
14	Penalty for late delivery: The delivery of the goods shall be made strictly as per time limit specified in delivery schedule of purchase order, failure to supply within this period will make the supplier liable to penalty of 1/2 (half) percent of the price of the goods in arrears per week subject to a maximum of 10%. In case of non-acceptance or partial acceptance, offer shall be loaded for the unaccepted portion (out of the maximum 10% penalty) to calculate landed cost.	
15	Provide name, mobile no. & email address of the contact person	
16	Risk Purchase: In case of delayed/defective supplies or non-fulfillment of any other terms & conditions given in the Purchase Order, the purchaser may cancel the purchase order in full or part thereof and may also make the purchase of such material at the risk & cost of supplier.	
17	Currency of Offer: **Indian vendors** to quote their price in INR only. **Foreign vendors** to quote their price in USD/ EURO/ UK POUND STERLING/ JAPANESE YEN only. For evaluation of price bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-1 bid in case of two part bid) shall be considered.	
18	In case of rejection of material after receipt at CFFP, vendor/supplier is required to take back the rejected material at their cost within 45 days from the date of rejection memo/ note. If vendor/supplier 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-off the rejected material at the risk & cost of the vendor/ supplier and no further claim for the rejected material will be entertained.	
18	Documents submitted with the offer have been signed and stamped in each page by authorized representative of the bidder	
20	In case of any difference observed in conditions confirmed above & elsewhere in the offer, terms quoted above shall be treated as final and binding on vendor.	

Note:

1. **Evaluation for L1 status shall be done on basis of "Landed cost net of Cenvat at CFFP".**
2. **In case of supply from Uttarakhand, VAT amount shall be released / paid to vendor after having obtained a confirmation (copy of Challan) that VAT amount has been paid to the Uttarakhand Commercial Tax Department.**

Date: Signature with Seal of the Company

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

Annexure- IV

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 aboard 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'. Incase 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.

Annexure-A

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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(3)

CHROMITE SAND FOR USE IN FOUNDRIES

1.0 GENERAL

This specification covers the requirements of Chromite sand for use in foundries.

2.0 APPLICATION

The Chromite sand shall be used for facing of pattern and core boxes in mould and core making.

3.0 COMPLIANCE WITH NATIONAL STANDARDS

This specification is based on IS: 6788-1973, Reaffirmed-2008

4.0 Physical and Chemical Characteristics

4.1 Chromite sand grains shall be crystalline, mostly sub-angular in shape.

4.2 The material shall have shining black appearance and shall be free from foreign material, e.g. low melting point minerals, carbonates.

4.3 CHEMICAL COMPOSITION

Chromite sand shall have typical analysis as under

Cr_2O_3	46% min.
Fe_2O_3	27% max.
MgO	12% max.
Al_2O_3	16.5% max.
SiO_2	1.1% max.
CaO	0.5% max.

4.4 Clay – 0.5% max.

4.5 Moisture – 0.2% max.

4.6 pH value of sand shall be in between 6.5 to 8.0

4.7 Acid Demand Value, when measured in accordance with IS: 6788 shall conform to the requirement as given below

pH	3	4	5
ADV (max.)	10 ml	8 ml	6 ml

4.8 Turbidity – 210 ppm max.

4.9 When tested in accordance with IS: 1918, the fusion temperature of chromite sand shall not be less than 1800°C.

5.0 Grain size and distribution

5.1 The Grain Fineness No. (GFN) of chromite sand shall be AFS 45 to 55.

Grain distribution:

Total retention on ASTM Sieve Nos. 40, 50, 70, 100 and 140 shall be 90% min.
(Sizes corresponding Sieve Nos. 40, 50, 70, 100 and 140 are 425, 300, 212, 150 and 105 microns)

5.2 Fines i.e. grains having size less than 75 microns (i.e., retained on ASTM No.270 and pan) shall be 1.0% max.

6.0 SAMPLING

Samples shall be drawn in accordance with IS: 1811 for testing purposes.

7.0 INSPECTION, DEVIATION AND REPLACEMENT

7.1 BHEL reserves the right to inspect material at site before despatch. The supplier shall intimate in advance about readiness of material enclosing a copy of test certificate of the material offered for inspection. However inspection at BHEL shall be final. The supplier shall offer BHEL representative all reasonable facilities without charge to satisfy the later that the material being furnished is in accordance with this specification. The supplier shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his works, the supplier shall make necessary arrangements for carrying out the prescribed tests elsewhere.

7.2 The material shall be tested in BHEL as per clause 4, 5, 6, 7 for new suppliers. For established supplier, the testing shall be done on surveillance basis.

7.3 If the material received at BHEL is not found in accordance with the requirements, it shall be rejected and the supplier will have to replace it free of cost at the earliest.

7.4 For any deviation from the specification sought by the supplier, prior approval of BHEL must be obtained in writing.

8.0 TEST CERTIFICATES

8.1 Unless otherwise specified, one original and three copies of test certificate from the original manufacturer shall be supplied with each consignment bearing the following information. In order to facilitate quick clearance of material, the supplier shall ensure to send a copy of test certificates along with despatch document.

a) BHEL P.O No. with Date
b) AA53627 Rev-02: CHROMITE SAND FOR USE IN FOUNDRIES
c) Supplier Reference/ Trade mark
d) Identification No. / Batch No.
e) Properties as per Clause 4 & 5
f) Any other specific information which the supplier would like to convey.

8.2 Suppliers other than the original manufacturer shall ensure providing original manufacturer's test certificates with linkage to supplier's invoice stating the batch No., lot No., etc. of the supply.

9.0 PACKING AND MARKING

9.1 Chromite sand shall be packed in 1/1.5 MT jumbo bags. However the purchaser may specify his own requirement in the purchase order. Adequate protection from moisture pickup/ contamination during transportation and storage shall be provided.

9.2 The packing shall be of the original manufacturer's. The bags containing chromite sand shall be clearly marked with the following:

AA53627: CHROMITE SAND FOR USE IN FOUNDRIES

BHEL P.O No. with Date

Manufacturer/ Supplier's name/ Trade mark, if any

Batch/Lot No.

Net weight

10.0 REFRRED STANDARDS (Latest Publications including Amendments)

1) IS: 1811
2) IS: 1918

Annexure 1

The scope of third party inspection shall be as under:

1. The inspection is to be carried out as per the ordered specification ensuring original manufacturer's packing, Original manufacturer test certificates etc as per specification and the linkage.

2. The material should be identified as per the specification like original manufacturer's name, Batch/lot no, Net weight, material name. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the third party inspection report.

3. The test certificate should contain the complete witnessing of the chemical analysis of material as per IS1472 for nos of test required in a lot and their testing methodology for evaluating nos of element required by the material specification, size verification as per P.O. Specification, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).