

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA
Purchase / FBC&HRSG

TITLE	Phone: +91 431 2574104/2574072				
	Fax : +91 431 252 0233 / 0525				
PEAT- 100 MT	Email: james@bheltry.co.in				

	Reference Number: Enquiry MM/FH/PEAT			Enquiry Date: 03.06.2010			Due date for submission of quotation: 23.06.2010					
You are reques	ted to	quote	the En	quiry	number	date	and	due	date	in	all	your
correspondences. This is only a request for quotation and not an order												

BHEL/Trichy is looking for Supply of **PEAT**

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "MM/FH/PEAT"

Tenders should reach us before 14:00 hours on the due

Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present. Yours faithfully,

For Bharath Heavy Electricals Limited

Dy.Manager / Purchase/ FBC&HRSG

BHARAT HEAVY ELECTRICALS LIMITED

BHILL

PURCHASE DEPARTMENT/FBC & HRSG

Ref: MM/FBC & HRSG/R & D

Date: 03.06.2010

NOTE

Sub: Approval for floating Web tender for procurement of PEAT for R & D requirement

Ref: R & D Indent: 42356820 dated 21.08.2009

We have received indent for the procurement of 100 MT of PEAT towards R & D testing.

We need to explore sources around the globe. Hence it is proposed to float a web tender for 100 MT of PEAT. Since this is R & D requirement, all formalities related to BHEL PMD will be carried over later during ordering stage.

The total estimated value of this tender is Rs. 10.00 lakhs (approx). It is proposed to float the tender in two part bid system.

SDGM/MM/FBC &HRSG may please approve the proposal for floating open tender through BHEL and NIC web pages.

Dy. Manager/Purchase/FBC & HRSG

Sr. Manager / Purchase / FBC&HRSG

Make our pryment terms very clear in NIT.

if any

if any

Exter of save date to be ensured for both

Neb sites ie BHEL as well NIC.

Experience from Anterceite procurad solull be

made use of.





ANNEXURE

PR.NO: 42356820

Specification for Peat:

Proximate Analysis:

Total moisture (received basis):

45.0%

Ash content:

0.2%

Volatile matter:

32%

Fixed carbon:

22.8%

Sulphur:

0.07%

Calorific value:

2982Kcal/kg

Size:

<10mm

Packing: The coal may be packed in PP bags (about 50 kgs each)

Ultimate Analysis:

Carbon

29.59%

Hydrogen

2.68%

Sulphur

0.07%

- ---

21.74%

Oxygen

Nitrogen

0.71%

Moisture

45.00%

Ash

0.2%

BHEL / FBC & HRSG / Purchase

TERMS & CONDITIONS (FOR IMPORT ENQUIRY)

I OFFER:

Offer in English Language and in Triplicate in a sealed cover super scribing the Enquiry Number and the due date shall be submitted (addressed) to:

The Manager/Purchase/FBC&HRSG Building No.79 Bharat Heavy Electricals Limited High Pressure Boiler Plant TIRUCHIRAPALLI - 620 014

Tamil Nadu, India

Offer should be firm for net FOB Nearest Sea Port and C&F Chennai Port price indicating the shipping specifications and the earliest delivery in respect of offers from overseas suppliers. Offer from indigenous sources shall be firm for F.O.R TIRUCHIRAPALI.

II DOCUMENTS:

- (i) offer should be accompanied by detailed technical literature, Catalogue and detailed dimensional drawing in English and In Triplicate or otherwise, the offer will not be considered.
- (ii) In case Overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents who are authorized to bid, negotiate and concluded a contract on their behalf.

III AGENCY COMMISSION:

- (i) In respect of the offer from Overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the pro forma invoice and this will be paid by us IN INDIA in Indian Rupees, on satisfactory completion of the contract.
- (ii) If overseas principal has any tie up with any third party in respect of Agency Commission it should be declared while submitting the offers.
- (iii) Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished along with offer, if not made available earlier.
- (iv) For calculation of Rupees equivalent of Agency Commission, exchange rate as prevailing on the date of order will be taken.

IV SPARES:

The tender should quote separately for spares that are required for two years trouble free operations. The spares offer should accompany the offer of main equipment otherwise the quotation will be overlooked.

Page 02 / 02

V VALIDITY:

The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender.

VI TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

The tender shall clearly mention in their offer that the Test certificate and Operating and Maintenance Manuals etc., as called for in the Technical

specification in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer.

VII TERMS OF PAYMENT:

In the event of an order the Purchase will arrange for an Irrevocable Letter of Credit against presentation of documents. Under no circumstances confirmed and irrevocable letter of credit will be established by the Purchase.

VIII GENERAL:

- (i) Preference will be given to suitable indigenous or ex-stock imported offers failing which imported offers from incoming consignment against the indigenous supplies "stock and sale licence" will be accepted. If stock and sale licence is not available with the indigenous suppliers, the same shall be indicated in their offer.
- (ii) Bank Guarantee: The supplier in the event of an order should furnish a Bank Guarantee from an approved Bank at no extra cost in a pro forma which will be supplied to the Supplier, along with the order, for an amount equipment to 10% of the value of the contract. The Bank Guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at Purchaser's site or 18 months from the date of last shipment at the Port of delivery whichever is earlier.

XI LD/PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIERY:

" If the supplier fails to deliver the equipment / components within the period specified in the contract the Purchaser shall deduct Liquidated Damages a sum equivalent to 0.5% of the price for each week of delay up to maximum 15% of the price of the delayed / undelivered goods, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price / total advance paid"

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BHARAT HEAVY ELECTRICALS LIMITED FBC & HRSG / PURCHASE TIRUCIRAPPALLI - 620 014, TAMILNADU

INSTRUCTIONS TO TENDERERS (INDIGENOUS)

- 01.a Tenderers shall quote their price on Ex-Works / FOR Despatching point basis. Materials will be transported by road through BHEL / TRICHY approved transport carriers to respective destinations indicated in the tender.
 - b Split-up prices must be furnished by the tenderer for the basic Instrument / Equipment and for all accessories quoted.
- 02. Offer must include Spares required for:
 - a) Commissioning of the equipment.
 - b) 2 years trouble free operation.
- 03. If the tender specification calls for various alternatives, all such alternatives are to be quoted by the tenderers.
- O4. Data sheet as called for in the enquiry shall be filled by the tenderer in full and submitted along with the quotations. Offers with incomplete information in data sheet are liable for rejection.
- 05. Offers shall be accompanied by copies of drawings, catalogues, illustrated leaflets as called for in the tender specification.
- 06. In case of tenders invited in two parts, vendors shall furnish **Un-priced**Complete Bill Of Materials in the technical bids for our evaluation. Technical bids alone will be opened on the tender due date.
- O7. Manufacturer's quality plan must be sent along with the offer. The Vendor shall submit along with the offer the list of components made in house and the list of bought out components, the source, the quality requirements for the same. A copy of the product catalogue with all the relevant information shall also accompany the offer. In case BHEL Standard Quality plan is applicable, vendor to confirm for their compliance.
- 08. Each and every point of BHEL specification / data sheet must be either confirmed or commented upon without fail either in typed form or in neatly hand written form bringing out clearly the deviations (if any) taken by the tenderers. However, the tenderers must make all efforts to adhere to BHEL specifications in toto. Offers received without such point to point confirmations / comments shall be considered incomplete and liable for rejection.
- 09. Status f tender submission shall invariably be informed to BHEL either over E-Mail / Fax atleast two days in advance of due date, failing which no extention of due date is entertained.

- 10. No advance will be made along with order. Our payment terms will be 100% within 45 days after receipt and acceptance of materials at our works / site. Please note that finalisation of tender is not only on the price factor but also on your accepting our terms of payment.
- 11. The equipment shall be guaranteed for a period of 12 / 18 months from the date of putting the equipment in use or 18 / 24 months from the date of despatch whichever is earlier.
- 12. Vendor to confirm for providing Bank Guarantee for 10% order value (as per BHEL format) valid for a period mentioned in the point No.11.
- 13. Please quote DGS&D rates if the equipment is covered under the current rate contract. A copy of current rate contract shall also be enclosed with the offer.
- 14. The purchase also reserves the right to allow to the Public Enterprises price preference facilities as admissible under Government policy.
- 15. The rate of excise duty prevalent on the date of quotation shall be clearly indicated in the offer itself for incorporation in the Purchase Order. It will be payable at the quoted rates subject to completion of delivery within the stipulated dates. However revision due to statutory variations will be applicable.
- 16. In case of an order, 3 sets of hard copies of <u>detailed dimensional drawings</u>.

 O&M insturctions & manuals and 2 sets of soft copies in CD will have to be furnished by the supplier at no extra cost.
- 17. If the component requires approval of the prospective supplier's drawing before manufacture, such drawings must be furnished within two weeks from the date of Letter of Intent unless contracted otherwise. Drawings to be submitted for approval must be complete in all respects without necessitating submission of revised drawings for approval.
- "Original Invoice for Buyer" should be submitted along with the advance copy of documents to, The Manager / Purchase / IPP, Bldg.No.79, BHEL, Trichy-14 for each of the despatch made, for processing payment.
- 19. Detailed offer should reach us before the due date indicated in the tender. Telegraphic offers will normally be not accepted and will be treated as incomplete.
- 20. Offers must reach us latest before 2.30 P.M. on the date of opening of tender viz:
- 21. The materials are to be despatched to :

BHEL/FBC&HRSG/Purchase

TERMS AND CONDITIONS (for ENQUIRY)

- 1 (a) QUOTATION: Each tender should be sent in double cover, inner cover should be sealed with tender's distinctive seal and superscribed with correct tender No. item of supply and due date of opening. The outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotation should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.
- (b) Tenders should be free from CORRECTION AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- © Price should be net F.O.R dispatching station inclusive of risk in transit and remain valid for 60 days from due date.
- (d) If any Sales Tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & TNGST No. failing which the purchaser will not be liable for payment of Sales Tax. Our T N G S T No.3560005 Dt.01-04-1995, CST No.239383 Dt.11.06.1991.
- (e) No revision of prices will be entertained after tenders are opened.
- (f) Manufacturer's Name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- (g) Product with ISI Certification marks will be preferred.
- h) The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 2. SAMPLES: Wherever possible ,sample should be submitted separately whether specifically requested or not so as to reach the Purchaser on or before the due date of the enquiry. They should be clearly marked with the enquiry No and the date on the outside cover to facilitate identification.
- 3. PACKING AND MARKING. The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 4 TERMS OF PAYMENT: Payment will be made within 30 days of satisfactory receipt of materials at site. Wherever required by the purchaser, the successful tenderer must send the operation & maintenance manuals, test certificate, drawings etc., for the materials ordered. These should be sent immediately after dispatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V P P or by the document presented through bank will not be accepted unless agreed to by the Purchaser.

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E Rules 52A and 173C (or) 57GG. A Photostat copy of the above invoice for each delivery challen should be submitted along with the original bills routed through bank or submitted directly to BHEL Finance Department.

5 SECURITY DEPOSIT: For purchases over Rs.5,000/- the successful tenderer/s may be requested to furnish a Bank Guarantee. Security Deposit for an appropriate value as may be determined by BHEL.

6 LIQUIDATED DAMAGES/PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:

If the supplier fails to deliver the raw material / equipment / components within the period in the contract the purchaser shall deduct Liquidated Damages a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 15% of the price of the delayed/undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system. LD and interest on advances will be recovered on the total contract price/total advance paid.

7 RISK PURCHASE: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has filed to delivery or dispatch within the time stipulated as aforesaid of if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.

8 PREFERENTIAL DELIVERY: It should be noted if a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F O R destination, including all elements of freights, sales tax, duties and other incidental in case of complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

9 MODVAT/CREDIT: If any Excise Duty is payable, the chapter head/sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser. Tender under "MODVAT" shall be preferred.

10 GENERAL: The Purchaser reserves the right to split up the tender and place order for individual items with different tenders and also increase or decrease the quantity.

Any other conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by Purchaser will not be applicable to the contract.

QUOTATION DATA SHEET

THE TENDERS SHALL FURNISH THE PARTICULARS CALLED FOR IN THE QUOTATION DATA SHEET ENCLOSED AND SUBMIT THE FILLED IN DATA SHEET ALONG WITH THE QUOTATION WITHOUT FAIL OFFERS WITH INCOMPLETE INFORMATION IN DATA SHEET ARE LIABLE FOR REJECTION. IN CASE OF DISCREPENCY, INFORMATION CONTAINED IN THIS DATA SHEET SHALL BE CONSIDERED FOR EVALUATION.

PLEASE STRIKE OUT WHICHEVER IS NOT APPLICABLE:

DUE DATE

		DUE DATE :
01	VALIDITY	UPTO
02	DELIVERY PERIOD	MONTHS / WEEKS
03	DELIVERY PLACE	
	(a) EX-WORKS PLACE	
	(b) FOR / DESPATCHING POINT	
04	EXCISE DUTY	% / NOT APPLICABLE
05	TAX	% / NOT APPLICABLE
	(a) C S T	% / NOT APPLICABLE
	(b) LOCAL TAXES (SUPPLY WITHIN THE STATE)	% / NOT APPLICABLE
06	OCTROI CHARGES	% / NOT APPLICABLE
07	PACKING CHARGES	% / NOT APPLICABLE
08	FORWARDING CHARGES	% / NOT APPLICABLE
09	FREIGHT CHARGES	% / NOT APPLICABLE
10	INSURANCE CHARGES	% / NOT APPLICABLE
11	TESTING / IBR CHARGES (LUMPSUM)	% / NOT APPLICABLE
12	COMMISSIONING CHARGES (LUMPSUM)	% / NOT APPLICABLE
13	PAYMENT TERMS	
14	ACCEPTANCE FOR PROVIDING BANK GUARANTEE AS PER BHEL PROFORMA	YES / NO / APPLICABLE
15	DIMENSIONAL DRGS / DATA SHHETS	ENCLOSED / NOT APPLICABLE
16	ANY OTHER ADDITIONAL FACTORS	
17	LD CLAUSE @ 0.5% PER WEEK MAXIMUM 15% FOR THE DELAYED DESPATCHING	
18	GUARANTEE PERIOD SHALL BE 18 / 24 MONTHS	

WE CONFIRM THAT THE STATUTORY LEVIES, DUTIES, TAXES ETC FURNISHED ABOVE ARE BASED ON THE LATEST GOVT NOTIFICATION. WE ALSO CONFIRM THAT WE HAVE GONE THROUGH ALL THE CONDITIONS OF THE ENQUIRY AND OUR OFFER IS ACCORDINGLY SUBMITTED

BHARAT HEAVY ELECTRICALS LIMITED FBC & HRSG / PURCHASE

Ref: MM/FBC&HRSG/PEAT Dated 03.06.2010

SPECIAL CONDITIONS

- 1. This tender is for the supply as per the enclosed Enquiry and specification. The offered price shall be valid for 6 months from the date of quotation.
- 2. The tender is in TWO parts. One part consisting of <u>Technical Bid with Commercial terms & conditions</u> for supply inline with our requirements and another Part containing <u>Price Bid</u>. Techno-Commercial bid and Price bids are to be submitted in separate sealed covers. Both these covers are to be put in a single cover duly super scribing the Enquiry Number. The technical bid with commercial terms & conditions will be opened on the due date and based on the acceptance of techno-commercial bid, the price bid of the qualified vendors will be opened on a suitable date with due intimation.
- 3. BHEL reserves the right to Negotiate with the L1 vendor.
- 4. BHEL reserves the right to re-float the tender opened, if L1 price is not the lowest acceptable price to them interalia other reasons.
- 5. The materials are to be dispatched to Manager / Stores/ Ward-12, BHEL, Trichy, Tamilnadu, in case of indigenous vendors on FOR/Destination basis. Materials are to be dispatched to Chennai (or) Tuticorin (or) Karaikal sea port in containers, in case of foreign vendors on CIF basis. Mode of packing & delivery shall be clearly specified in your quote.
- 6. Desired delivery within 4 weeks from the date of order. For the delayed delivery, LD is applicable at 0.5% per week, subject to a max. of 15% on undelivered portion.
- 7. Offers will be evaluated on FOR / BHEL Trichy cost basis only. Necessary loading factor for internal freight & insurance will be added from sea port to BHEL / Trichy in case of foreign vendors.
- 8. 100% payment will be effected on receipt and acceptance of materials at our stores in case of indigenous vendors. 100% payment on collection basis thro' bank will be effected for foreign vendors. Payment will be restricted to the weight of coal as received at our stores.
- 9. Applicable commercial terms & conditions shall be clearly spelt out in the offer.
- 10. Supply tolerance of + 5% will be allowed. Negative tolerance will not be admitted.
- 11. Country / mining details of PEAT being supplied should be clearly spelt out in the offer without fail. Your Indian dealers / agents / counterpart should be indicated clearly.
- 12. In case of order, vendor has to supply 5 Kgs of sample PEAT thro' courier for our review before bulk supply. The results of our samples review will be verified with that of bulk supplies. It is vendor's responsibility to replace entire lot at free of cost in case of any discrepancy in the bulk PEAT chemistry.