

MATERIALS MANAGEMENT CENTRAL FOUNDRY FORGE PLANT BHARAT HEAVY ELECTRICALS LIMITED RANIPUR, HARIDWAR - 249403 (INDIA)

Phone No.01334-285356,FAX No. 01334-225892 e-mail angad@bhelhwr.co.in

Sub: Tender Enquiry No. 3041/P/940/75767P/1 Due on 18th March'2008 2.00 P.M.

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

SL. NO.	TENDER NO.	DESCRIPTION OF MATRIAL AND MATERIAL CODE	QTY (NOS)	DATE OF OPENING TECHNO COMMERCIAL BID
01	3041/P/940/75767P/1	SAND RECLAMATION PLANT AS PER SPEC:FT/SP/37 FF4120318125	01	18 th March'2008 2.00 P.M.

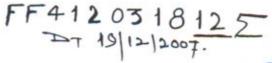
KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE INSTRUCTIONS IS LIABLE TO BE DISQUALIFIED AND OR IGNORED.

PLEASE VISIT <u>www.bhel.com</u> or <u>www.bhelhwr.co.in</u> for more details and tender documents.

Thanking you.

Yours faithfully For & On behalf of CFFP/BHEL, Hardwar

(A.L. MEENA) ENGINEER (PUR)





BHARAT HEAVY ELECTRICALS LIMITED CENTRAL FOUNDRY FORGE PLANT



SAND RECLAMATION PLANT

SPECIFICATION - FT/SP/37

1.0 DESCRIPTION:

This specification governs the requirements of Silica sand reclamation plant of capacity 10 T/hour.

2.0 OBJECTIVE:

The plant shall be used for reclaiming silica sand from phenolic resin bonded silica sand generated during knockout of casting from the mould. The reclaimed sand shall be subsequently used for moulding activities.

3.0 SCOPE:

Scope of supply includes design, manufacture, supply, erection and commissioning of the plant at our works. The technical and general requirements of the sand reclamation plant is given below.

The supplier shall give guarantee for trouble free operation of the plant for period of eighteen months from the date of commissioning of the unit.

4.0 TECHNICAL REQUIREMENTS

4.1 CAPACITY

The plant should be capable of delivering reclaimed silica sand at rate of 10T/hour. The plant should be able to run round the clock (24x7)

4.2 CHARACTERISTICS of INPUT SAND

The input sand is a phenolic resin bonded silica sand generated during knock-out of casting from the mould. Addition level of resin in sand during for moulding is 1.8% of sand and that of catalyst is 40% of resin. The size of sand lumps to be

SPECIFICATION: FT/SP/55

Date:08/12/07

Rev.00

Page 1 of 3

fed to the reclamation plant shall be around 400 mm. Maximum temperature of input sand may be 100 °C maximum.

4.3 QUALITY OF OUTPUT SILICA SAND AFTER PROCESSING THROUGH PLANT
The reclaimed sand shall be free from iron pieces – used to strengthen the mould, used as chills, fins and sprayed metal resulted from pouring.
The reclaimed sand shall be free from fine sand particles, dust, any silica gel form and produce returned silica sand of following quality
AFS Grain size - 40-50
Clay - <0.2%
Temperature - < 30°C
Moisture - < 0.5%

Loss on ignition < 2%

Fines (below 150 microns) - < 4%

4.4 RECLAMATION PROCESS

The sand shall be reclaimed by dry attrition method and not by calcinations of sand or wet process either. The plant shall be capable of working round the clock (24x7) operation at the rate of 10T/hour of reclaimed sand delivered. Accordingly all mechanical components and electrical drives and equipments shall be of continuous rating. The equipment should have a sand pump to delivery reclaimed sand upto a height of 20 metres and a distance of 50 metres.

4.5 The reclamation plant shall be equipped with suction and ventilation systems to ensure dust free environment without noise and any other form of pollution.

5.0 DETAILS TO BE INCLUDED IN THE OFFER:

Following details are to be included while submitting the offer

- (a) Adopted principle of sand reclamation.
- (b) General Arrangement drawings of proposed plant alongwith schematic sketch of equipments, material and weight.
- (c) Space requirement
- (d) Breakup cost of different mechanical, electrical and instrumentation equipments to be quoted separately.
- (e) List of spares mechanical, electrical and instrumentation for two years troublefree operation. Price of spares to be quoted separately.
- (f) List of fast wearing consumable parts and its price to be quoted separately.
- (g) Power rating of total system and voltage.
- (h) Compressed air requirement
- (i) Water requirement
- (j) Electrical power requirement
- (k) Details of dust exhaust system
- (I) All accessories to be quoted separately with price.

SPECIFICATION: FT/SP/55

Date:08/12/07

Rev.00

Page 2 of 3

6.0 DOCUMENTS TO BE PROVIDED WITH SUPPLY:

Three sets of documents as given below shall accompany the equipment...

a) Operation and Maintenance manual.

b) Electric Circuit diagram.

- c) Assembly drawing / diagram showing placement of components / spare parts list along with make, rating & specification.
- d) Details of bought out items with their specification, addresses of vendors.

e) Test certificate.

f) Foundation Drawing.

g) Any other relevant information

8.0 INSPECTION, DEVIATION AND REPLACEMENT

- 8.1 The equipment shall be inspected at CFFP, BHEL which will be binding on supplier. If the equipment received at CFFP is not found in accordance with the requirements, it shall be rejected.
- 8.2 BHEL reserves the right to inspect equipment at site before despatch. The supplier shall give prior intimation in such case. The supplier shall submit a copy of test certificate in advance of the equipment offered for inspection. However inspection at BHEL, CFFP shall be final. The supplier shall offer BHEL representative all reasonable test facilities without charge to satisfy the latter that the equipment is being furnished in accordance with this specification.
- 8.3 For any deviation from the specification demanded by the supplier, prior approval of BHEL must be obtained in writing.

Prepared by	Checked & Approved by				
T Dave	AK Chakraborty	MM Lamba	BP Singh	PK Rastogi	BL Yadav
R	No.	(B)	blery	Blorio	Gunt

SPECIFICATION: FT/SP/55

Date:08/12/07

Rev.00

Page 3 of 3



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 if any must be indicated clearly in the offer.
- (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.

- 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.

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 . They should however give details of their registration.

5. Eliqibility:



- 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 180 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 through e-payment.
- 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.
- 13CFFP, BHEL, HARIDWAR may opt for E-auction/Reverse auction for obtaining best prices for part or full Tendered Quantity.
- 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 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 and Performance Bank Guarantee is must .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 .
- 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 .

ACCEPTANCE OF COMMERCIAL TERMS BY BIDDERS:

NAME OF VENDOR:

TENDER ENQUIRY NO:

	VENDOR'S
DESCRIPITION	CONFIRMATION
1) PAYMENT TERMS: 80% of the material cost to be paid against delivery / dispatch documents. Balance 20% of material cost and supervision of E&C and proving charges will be paid after satisfactory erection & Commissioning.	
 NOTE: a) As per payment terms, minimum 20% will be released by BHEL after successful erection, commissioning and job proving. b) Further this 20% can be released against submission of performance bank guarantee valid for entire warrantee period from the date of commissioning. c) The security deposit is to be as per the tender condition. 	
1.1LOADING (IF ANY TERM OF THIS ANNEXURE IS NOT AGREED BY	
VENDOR) WILL BE AS FOLLOWS:	
Loading: Advance amount, if any (Amount X): 1.5% per month for the quoted delivery period for the amount 'X'	
Say Payment at the time of dispatch against shipping/dispatch documents (Amount	
Y):"1.5% per month for the amount X+Y exceeding 80% of contract value i.e. 1.5% of (X+Y-0.8Z) where Z is the contract value".	
In case any bidder does not accept any of the condition at (a) to (c) above then, their offer is likely to be rejected by BHEL and technical bid will not be processed, and no correspondence in this regards will be entertained.	
1.2 P.B.G. TERMS: Performance Bank Guarantee to be submitted on the prescribed format equal to the value of 20% of the total order value valid WARRANTY / GUARANTEE agreed period. This bank guarantee, in the format to be prescribed by BHEL, shall have to be submitted before release of last balance payment(see annexure II and IV)	
1.3 CURRENCY OF PAYMENT : Mention the currency in which payment has to be made.	
1.4 FOR INDIGENOUS SUPPLY : For indigenous supply the currency shall be Indian Rupees	
1.5 SUPERVISION CHARGES:	
For Indian Suppliers: It should be quoted in Rupees.	
For Foreign Suppliers: If supervision is being carried out by persons residing in India, it should be quoted in Indian Rupees	

1.6 TAXES: All statutory taxes, if any, will be deducted at source & to be borne by the	
beneficiary. Tax deduction certificate shall be issued at the end of financial year if required.	
2.) SECURITY DEPOSIT: Vendor has to submit security equal to the amount of 10% of the total order value in the currency of order within one month of receipt of order in the form of Bank Guarantee in BHEL format valid for two months beyond shipment.	
2.1 SUBMISSION OF BANK GUARANTEE: All bank guarantees for security deposit as well as for performance should be from one of the BHEL consortium banks and the bank guarantee should be in the Performa prescribed by BHEL (see annexure-II & III).	
3) PENALTY FOR LATE DELIVERY: Penalty shall be applicable for delayed delivery @ 0.5% per week and part thereof subject to a maximum of 10% for total P.O. value.	
3.1LOADING ON PENALTY FOR LATE DELIVERY IF NOT AGREED BY VENDORS	
ON ABOVE TERMS: If any vendor do not accept the LD @ of 0.5% per week and part thereof subject to a maximum of 5% of total PO value, their offer will be ignored. Vendors accepting LD terms different from the proposed terms of 0.5% maximum 10% will be loaded @ %age deviation from the range of 10% on their prices (FOB for imported and ex-factory for indigenous). If the vendor does not accept as above their offer is likely to be ignored and technical bid will not be processed.	
4) <u>DELIVERY OF THE EQUIPMENT</u> : Firm delivery period for the equipment to be stated w.e.f. date of LOI/ Order.	
 w.e.f. date of LOI/ Order. 5) <u>SETTLEMENT OF DISPUTES:</u> Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be 	
 w.e.f. date of LOI/ Order. 5) <u>SETTLEMENT OF DISPUTES:</u> Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction. For Indigenous Source. The venue of arbitration shall be Haridwar Court, which will 	
 w.e.f. date of LOI/ Order. 5) <u>SETTLEMENT OF DISPUTES:</u> Settlement of disputes through arbitration shall be in accordance with Arbitration Rules of Conciliation and Arbitration of the ICC, Paris. The venue of arbitration shall be Delhi. The courts of Delhi shall have exclusive jurisdiction. For Indigenous Source. The venue of arbitration shall be Haridwar Court, which will have exclusive jurisdiction. 6) <u>AUTHORIZATION OF PRE-INSPECTION</u>: BHEL is authorized to pre inspect the 	

09) <u>5 SETS OF O&M MANUAL</u> : 5 Sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of the required documentation.	
10) TOOLS AND SPARES: Special tools and recommended spares required.	
11) TRAINING: Vendor shall provide required training to BHEL personnel free of cost.	
12) WARRANTY/ GUARANTEE: 24 months from the date of commissioning or as per specifications if mentioned in specification.	
13) CONTACT DETAILS: Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
14) PHYTO SANITARY CERTIFICATE : Phyto sanitary Certificate essential for packages (Wooden).	
15) VALIDITY : Validity of the offer should be 180 days from tender opening.	
16) BANK CHARGES: Bank Charges to be borne by vendor.	

Note:

a) Loading shall be applicable for any deviation in commercial terms viz payment terms ,PBG etc. for the amount/period not agreed.

Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contract

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, place, 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

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)

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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:-

TT1 .

- (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.

- 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 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.