



Bharat Heavy Electricals Limited

(Seamless steel Tube Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE: REQUEST FOR EXPRESSION OF INTEREST FOR SUPPLY OF SUPER KEROSENE OIL.	Phone: +91 431 257 85 02 Fax : +91 431 252 0464 Email : tqn@bheltry.co.in Web : www.bhel.com
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Reference Number: SSTP / SKO/ 12-13 / 02	Date: 24/10/2012	Due date for submission of application: 19/11/2012
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The Technical Parameters are as follows:

1	Density @ 15 deg C	: 0.785 - 0.825
2	Flash Point	: 35 deg C min.
3	Viscosity, Cst @ 38 deg C	: 1.0 - 1.4
4	Composition	: C7 to C17 composition
5	Aromatic content	: 18%
6	Gross calorific value (est. max)	: 11000 Kcals/kg
7	Cetane number	: 38 (approx)
8	Pour Point	: Less than 0 deg C
9	Water content	: 500 ppm max
10	Total Sulphur	: 0.25 % max , 0.12 % Typical

Interested Indigenous Vendors are requested to submit the following forms for registration as a supplier. The respective vendor registration forms could be downloaded from our Web site (www.bhel.com).

List of Forms - Indigenous Suppliers
1. Vendor Registration Forms – Indigenous
2. Clause wise confirmation to our Technical parameters / specification

Manufacturers alone need to be send their vendor registration formats for this requirement.

Dealers/Marketing partner for a manufactures will be considered based on the authorization / agreement from the manufacturer.

Sr.Dy. General Manager / MM /SSTP
Phone: 0431-257 8502, Fax: 0431-252 0464.
Mail: tqn@bheltry.co.in.



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVERNMENT OF INDIA UNDERTAKING)
SEAMLESS STEEL TUBE PLANT
 TIRUCHIRAPPALLI - 620 014,
 TAMIL NADU.

PHONE : 0431-2578480,
 2578547,2578428,
 2578406
 FAX : 0431-2520464/383

TIN : 33243560005

CST No. 239383
 Dated 11.06.1991

PURCHASE ENQUIRY

VENDOR CODE 09011	ENQUIRY NUMBER 9021090E	ENQUIRY DATE 24/10/2012	ENQUIRY DUE DATE 19/11/2012	No. OF ITEMS 01
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Office Copy

IMPORTANT POINTS :

1. Tender Closing Time - 14.00 Hrs.
2. Tender Opening Time - 15.00 Hrs.
3. Tender should be submitted in a sealed cover, duly indicating enquiry No., Enquiry date & Enquiry Due Date on the cover.
4. Offer(s) received through Courier Services after 14.00 Hrs. on Enquiry Due Date will not be considered.
5. Late Tender (s) is/are liable for rejection.
6. Offer(s) shall be valid for 60 days from Enquiry Due Date.
7. Offer(s) in Vendor's Letter-Head shall contain:
 - a. Offer No. and Date
 - b. Delivery Period
 - c. Delivery Terms
 - d. Payment Terms
 - e. Excise Duty with Tariff Heading Sales Tax (against form-XVII/Form-C), etc.
 - f. Excise Regn. No. and SSI Regn. No.

Kindly arrange to submit your **COMPETITIVE OFFER** for the following item(s).
 If you are not in a position to submit your Offer, kindly arrange to send your **REGRET LETTER**.

THIS IS ONLY A REQUEST FOR OFFER AND NOT AN ORDER

Sl.No.	BHEL Material Code and Description	Unit	Requirement		
			Quantity	Delivery	
01	BHEL Material Code : SP5780099000 ----- SUPER KEROSENE OIL PARAMETER:- 1) Density @ 15 deg C : 0.765 - 0.825 2) Flash Point : 35 deg C min. 3) Viscosity, Cst@38 deg C : 1.0 - 1.4 4) Composition : C7 to C17 composition, 5) Aromatic content : 18% 6) Sediment : Not available 7) Gross calorific value, est.max : 11000 Kcals/kg 8) Cetane numbr : 38 (approx) 9) Pour Point : Less than 0 deg C 10) Water content : 500 ppm max 11) Total Sulphur : 0.25 % max 0.12 % Typical	Lit.	01	3493000.000	30/11/2012
Foot Note : ----- 1. Delivery Terms: Delivery Assistance basis to BHEL/SSTP as & when required up to 31/03/2013. 2. Enclosed Special Terms & Conditions and Annexure A, B & C pertaining to Reverse Auction forms part of this tender. Kindly refer these enclosure before submitting the offer.					

IMPORTANT NOTE :

Delivery Terms : "Free Delivery at BHEL-SSTP STORES" is preferable.
 Payment Terms : 100% payment within 45days after receipt and acceptance of materials by BHEL"
 Terms and Conditions of Tender : Please see reverse.
 The Technical Requirements / Specification Details / Quality Requirements/Commercial Terms & Conditions are clearly furnished in the Tender. If Deviation(s) is/are not explicitly brought out in the Offer, it will be construed that the Tenderer is complying with the requirement of BHEL in full without any deviation(s).

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD.

[Signature]
PURCHASE EXECUTIVE

Pre-Qualification Criteria for SUPER KEROSENE OIL

Technical Parameters:

1	Density @ 15 deg C	: 0.785 - 0.825
2	Flash Point	: 35 deg C min.
3	Viscosity, Cst @ 38 deg C	: 1.0 - 1.4
4	Composition	: C7 to C17 composition
5	Aromatic content	: 18%
6	Gross calorific value, est. max	: 11000 Kcals/kg
7	Cetane number	: 38 (approx)
8	Pour Point	: Less than 0 deg C
9	Water content	: 500 ppm max
10	Total Sulphur	: 0.25% max , 0.12% Typical

VENDOR Capability and Competency:

Sl. No.	PARTICULARS	Vendor's response with Ref. Cl. No. of detailed offer.
1	Number of Years of Experience and facilities available with the vendor in the field of manufacturing process and supply of SKO to similar industries (Staggered delivery as & when required basis).	
2	Attach a reference list of customers with year of supply and contact address.	
3	Details of Installation Set-Up and Technology Back-Up with the vendor for the manufacturing process of the SKO .	
4	Details on International Standards followed in the Installation if any.	
5	Details of Quality System followed (Kindly furnish the salient aspects of the QA system followed).	
6	Any Additional Data to supplement the manufacturing capability of the vendor.	
7	The Technical requirement shall be commented clause wise as against each point.	

General

1. Latest version of Vendor Application form shall be downloaded from the BHEL web page www.bhel.com and submission of any old version of vendor registration forms shall not be considered.
2. Supplier should have a minimum capacity to supply 40 KL of SKO on daily basis (As & When Required).
3. In case of any representation by marketing Agents, the refinery shall also be evaluated for registration as a SKO supplier. In this case, SSTP requires vendor registration forms for both marketing channel & refinery with all essential annexure as indicated in the clause No: 5.

4. Submission of Contract copy between Marketing Channel and Refinery is a must for marketing channel.
5. In case of marketing agent, the following documents / annexure are must for registration. If any of the following documents found missing / not attached with the vendor application form then application form will liable for rejection.
 - a. Company catalogue / Brochure / Technical Literatures etc.,
 - b. Authorisation letter and contract copy between marketing channel and refinery.
 - c. Banker's Certificate as to credit worthiness of the supplier.
 - d. Copy of audited annual Accounts for the last 3 years.
 - e. Experience List / List of present customers with name & Address for product for which registration has been sought.
6. Expression of Interest from any Trading Agent / Traders shall not be considered and shall be rejected.

Sr. Dy. General Manager / MM
Seamless Steel Tube plant

ANNEXURE-A

COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR SKO TENDER.

INSTRUCTIONS TO THE BIDDERS:

1.0 QUOTATIONS

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and Un-priced commercial bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Tender No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II of Tender No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST).

Tender should not be addressed to any Individual's name but only by designation to:

**SR. DY. GENERAL MANAGER / MM
BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI - 620 014
TAMIL NADU, INDIA**

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.

2.0 PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.1.3. **Offers shall be submitted by the Original Equipment Manufacturer.**

2.2 Un-Priced Commercial

This part shall include / indicate the following:

- 2.2.1. Acceptance of commercial terms and conditions by the bidders
- 2.2.2. Delivery Terms
- 2.2.3. Terms of payment
- 2.2.4. FOR /BHEL/SSTP, Tiruchy price along with freight charges upto BHEL, Tiruchy
Indicated separately
- 2.2.5. Taxes, Service tax & duties including Cess applicable.
- 2.2.6. Delivery Schedule
- 2.2.7. Offer validity

2.2.8. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 PART II (PRICE- BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part I.

4.0 OPENING OF TENDERS

The Part I - Technical & Un-priced commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the Price Bid opening date.

Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

5.1. **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5.2. **Terms of Delivery:** Bidders are required to quote their best delivery period. Bidders should submit their offer for **Delivery Assistance basis to SSTP/BHEL, Tiruchy**. Freight charges from Supplier works to BHEL, Tiruchy to be indicated separately. Delivery from the date of Purchase Order to be mentioned in the offer.

5.3. **Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur.

5.4. **Validity:** The offers for tender shall be kept open for acceptance for a period of **60 days (sixty days)** from the date of opening of the Tender/Reverse Auction.

However any price revision notified by MOP & NG is acceptable for payment during the PO Delivery period (Documentary evidence to be submitted)

5.5. **Cenvat & VAT credit:** The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case it is charged to BHEL. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.

5.7. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL). **FOR THIS PURPOSE IT IS PREFERABLE TO HAVE YOUR OFFER ON FOR/SSTP STORES, TURICHY.**

5.8. BHEL also reserve its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.

5.9. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.

5.10. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

- 5.11. **BHEL reserves the right to go for a Reverse Auction (RA)** instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

Annexure- B

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
 4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
 7. Reverse auction will be conducted on scheduled date & time.
 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
 9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
 10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 5.12. **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after

such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

- 5.17. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- 5.18. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 5.19. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
- 5.20. Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

Annexure-C

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

SI No.	Description	Vendor's confirmation
1.	<p>Payment terms: 100% payment within 45 days, after successful supply & acceptance of material at BHEL, Tiruchy.</p> <p>Loading for deviation on payment terms if the above is not agreed by vendor will be @ 1.40% per month.</p>	
2.	<p>Delivery Terms: Delivery assistance basis up to BHEL/SSTP Stores as & when required up to 31/03/2013.</p>	
3.	<p>Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an unconditional penalty at the rate of $\frac{1}{2}\%$ of the value of goods for each week of delay subject to a maximum of 15% of the Purchase Order value. If any vendor does not accept LD $\frac{1}{2}\%$ of the value of goods for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the technical bid not processed. Bidders accepting for maximum LD percentages in between 5% to 15% will be loaded @ %age deviation from 15% and their accepted %age. Eg. If a bidder accepts for a max of 7% LD, their offer would be loaded @ 8% (15 – 7 = 8). As regards LD, the delivery date shall be considered.</p>	
4.	<p>Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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 failed to deliver or despatch within the delivery period mentioned in the Purchase Order.</p>	
5.	<p>Delivery: Delivery assistance basis up to BHEL/SSTP Stores as & when required basis up to 31/03/2013. SKO to be delivered within 24 Hrs from receipt of intimation from BHEL/SSTP. Offers quoting any other mode of delivery will be rejected. <u>NOTE:</u> Daily consumption of SKO during our peak production period would be around 40 KL based on production plan at that time.</p>	
6.	<p>Validity: Validity of the offer should be 60 days from the</p>	

	date of tender opening/Reverse Auction.	
7.	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned.	

Date:

Signature:

Name:

Designation:

Department: