



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and
Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515456 / 2515464 / 2515479
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TENDER NOTICE

ENQ. NO. : E- 1648/ PSNR/ SCP/ VKS

BHEL PSNR INVITES SEALED TENDERS FROM REPUTED **MANUFACTURERS / AUTHORISED DEALERS** FOR THE SUPPLY OF CEMENT AS PER SPECIFICATION INDICATED BELOW AT **BHEL KOSTI SITE, SUDAN**: -

	STORES DESCRIPTION	TENTATIVE QTY.	TENDER OPENING DATE AND TIME
1	ORDINARY PORTLAND CEMENT GRADE 43, IS: 8112	22000 MT (Twenty Two Thousand MT.)	24.02.2009 at 15.30 hours
2.	SULPHATE RESISTANT CEMENT CONFORMING TO IS 12330	3000 MT (Three Thousand MT)	

NOTES:

1. Purchase Preference will be given to CPSU as per Indian Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT.
3. Tentative Delivery shall be Between MARCH - 2009 to JANUARY – 2010 (As per NIT)

Dy. Manager/SCP



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ENQ. NO. : E- 1648 / PSNR/ SCP/ VKS
DUE ON : 24.02.2009 at 15.30 hours

Sealed quotations are invited in **TWO PART BID SYSTEM** for the supply for under noted stores on terms and conditions enclosed. The quotations should be submitted in a sealed cover super scribing the Enquiry No. and due date, addressed to the undersigned by designation, so as to reach him before opening of technical bids on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

SL. No	STORES DESCRIPTION	TENTATIVE QTY.	DELIVERY REQD. TIME & PLACE
1.	ORDINARY PORTLAND CEMENT GRADE 43, IS: 8112	22000 MT (Twenty Two Thousand MT.)	DELIVERY: COMMENCING: From MAR. 2009 COMPLETION: JAN. 2010 (In Lots as per site requirements. Tentative Schedule is Enclosed as Annexure – “A”)
2.	SULPHATE RESISTANT CEMENT CONFORMING TO IS 12330	3000 MT (Three Thousand MT)	
	TOTAL: NOTE: 1. SPECIAL TERMS & CONDITIONS AS PER ANNEXURE-I (ENCLOSED)	25000 MT	

QUALIFYING REQUIREMENTS / PAST EXPERIENCE OF BIDDERS:-

- (i) The vendor should have sufficient experience (at least for 2 years) for supplying of cement grades covered in this enquiry and shall submit supporting documents for the same along with the technical bid.

NOTE:

1. Tenders to be submitted in two parts:

PART: I: Techno-Commercial bid containing Technical details along with Commercial offer.
PART: II: Price bid.

2. Both Part-I & Part-II should be individually sealed & super - scribed as indicated above & shall be enclosed in one main envelope duly sealed & super-scribed as:

ENQUIRY FOR _____ ENQUIRY NO. _____ DUE ON _____

NOTE: Bidders to make note of Sl. No. 4 given under “Instructions to tenderers” for Part – II price bid.

3. Tender Documents with complete details are hosted on BHEL web page. Bidder(s) intending to participate may download the tender document from the **web site (www.bhel.com)**.
4. Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost up to 23.02.2009**, on all working days between 09:30 Hrs. to 12:30 Hrs. Tender No. and Works/ Stores description should be clearly indicated for issue of tender document
5. Tenders should be submitted to the undersigned at the address given above (Room No. 104) latest by 24.02.2009 before opening of technical bids commences. **Technical bids shall be opened at 15.30 Hrs. on 24.02.2009**. The part-II price bids will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
6. **Earnest Money Deposit (EMD)** : Refundable, Non-interest bearing EMD of Rs. 2,00,000/- 'OR' of USD 4100 (US Dollars Four Thousands One hundred only) OR EUROS 3200 shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Delhi/NOIDA. The EMD shall be returned to the bidders within 20 days of finalisation of the tender except for the successful bidders (Supplier) whom the EMD shall be returned within 20 days of completion of supplies.
7. **The Bidders shall quote their price on F.O.R Kosti Site (Sudan) basis.**
8. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
9. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
10. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
11. Any corrections shall be properly & fully authenticated with signature by authorised signatory.
12. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.
13. BHEL reserves the right to have more than one supplier to meet the total delivery requirement.

INSTRUCTIONS TO TENDERERS & SPECIAL CONDITIONS:

1. Technical Bids will be opened on the due date and time as mentioned above, in the presence of tenderers who would like to be present.
2. **Cement is required for BHEL Site, Kosti TPP, Sudan. The bidders shall quote their price on F.O.R Kosti Site Basis. The price quoted shall be inclusive of all expenses including all applicable taxes/duties upto delivery at Kosti Site. However, custom duty at Port Sudan shall be paid by BHEL/BHEL's customer (NEC). The quoted price shall be inclusive of obtaining the quality clearance and fulfilling all the formalities of SSMO as mentioned at SL.No. 11 below.**

3. The prices quoted should remain valid for 45 days from the due date.
4. Price bids for the two items shall be submitted in a separate sealed envelopes and their evaluation shall be done separately. Bidders may quote for both the items or any of the item depending on their scope of supply. However, bidders shall specifically mention their Part – I bid about the items quoted by them. Orders for these two items (Sl. No. 1 & 2) shall be placed separately. However, if one single bidder happens to be the lowest bidder for both the items, BHEL may issue one single order.
5. Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of execution of the Purchase Order. **Custom clearance at port of Sudan shall be in BHEL's scope.**
6. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in EUROS. For evaluation of bids, the exchange rate shall be considered as 'T.T. selling rate', that of State Bank Of India on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.

7. Terms of Payment:

The payment terms are indicated below:

- (i) 90% value of the materials despatched shall be payable against dispatch documents (given below).
- (ii) 10% value of the materials despatched shall be payable within 15 days after receipt and acceptance of materials at Kosti site along with Quality check certificate from SSMO.

The Set of Dispatch Documents shall comprise of following;

- (a) Beneficiary's Commercial Invoice – One original Plus two signed copies.
- (b) Full set of clean on board Bill of Lading – In-original (In case of Import to Sudan)
- (c) Packing list in original.
- (d) Certificate of country of origin issued by Chamber of Commerce – In case of Import to Sudan.
- (e) Manufacturing Test Certificate of the individual batch of cement despatched.
- (f) Pre-Shipment Inspection Certificate
- (g) Certificate to the effect that one set each of non negotiable dispatch documents have been sent to Site Manager, BHEL Site, Kosti TPP, Sudan and to Project Manager, BHEL, Amarat Street No.9 (West Side), Block B/10, House-12, Khartoum, Sudan.

8.0 Liquidated damages : It is clearly understood among the parties to the contract that "**Time is the essence of the contract**". Therefore, the 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 un-conditional penalty at the rate of 1/2% of the value of delayed goods for each week of delay subject to a maximum of 5 % of the order value. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of comparative statement (Evaluation).

- 9.0 Test certificates :** The Supplier shall submit the copy of Factory test certificate for the individual batch of cement despatched as a part of dispatch documents. The cement bags shall be clearly marked with the batch number and the date of manufacture having traceability with Factory test certificates.
- 10.0 Manufacturer's test certificate for various tests to be conducted after 3 days, 7 days & 28 days shall be furnished for each batch of cement & should be duly signed with a seal of the company.**
- 11.0 Quality checks shall be essentially got conducted through a Govt. organisation at PORT SUDAN namely 'Sudanese Standard and Metrology Organisation (SSMO) and supplier shall submit 'Quality check certificate' from SSMO. The rate quoted by the bidders shall be inclusive of obtaining the quality clearance and fulfilling all the formalities of SSMO. Costs of any further tests, if needed, to be carried out to confirm to the required standards shall be borne by the supplier, consequences of nonconformity in results shall be the responsibility of the supplier.**
- 12.0 Sample testing as per the site requirement shall be arranged by BHEL. In case of rejection of cement in these tests or against meeting the quality standards, the supplier shall be responsible to replace the cement meeting the quality requirement.**
- 13.0 In case of delay/default on the part of the supplier, BHEL reserves the right to procure quantities from other suppliers at originally ordered rate or higher rates at the risk and cost of the supplier or L.D shall be imposed as per terms and conditions governing purchase enclosed.**
- 14.0 Packing:** The Supplier shall arrange for suitable sea worthy packing, suitably in all respects considering the peculiarity of the material involved for normal transport by sea / rail/ road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- 15.0 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**
- 16.0 Consignee & Ultimate Consignee:** The materials are required for BHEL Site at Kosti TPP, Sudan. The consignee shall be "National Electricity Corporation, Sudan".
- 17.0 Arbitration :** All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996 /the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi(India).
- 19.0 Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.**

- 20.0 Bidders shall submit "No Deviation Certificate" to tender conditions. Tenders with deviation are normally not considered. However, deviation, if any, at the discretion of BHEL, will be loaded for the evaluation purpose.
- 21.0 The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
- 22.0 The purchaser shall not be bound to accept the lowest or any other quotation and shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.
- 23.0 Quotations received after the due date & time shall be liable to be summarily rejected.
- 24.0 The seller shall also indicate the manufacturing, quality control and testing facilities available with them.
- 25.0 In case of contradiction/conflict between 'terms & conditions governing purchase of stores' and 'Special Conditions' of this tender, the latter shall prevail.

Yours faithfully,
For & On behalf of BHEL,

(Chittaranjan Swain)
Engineer/SCP

ANNEXURE - A

TENTATIVE SCHEDULE FOR SUPPLY OF CEMENT TO KOSTI TPP, SUDAN

MONTH	OPC (IN MT)	SRC (IN MT)
MAR 2009	2000	1000
APR 2009	2000	1000
MAY 2009	2500	1000
JUN 2009	2500	0
JUL 2009	1500	0
AUG 2009	1500	0
SEP 2009	2000	0
OCT 2009	2000	0
NOV 2009	2000	0
DEC 2009	2000	0
JAN 2010	2000	0
TOTAL	22000	3000



TERMS & CONDITIONS GOVERNING PURCHASE OF STORES

1. The above purchase order will be governed by the terms of the Instructions to the tenderers and General Conditions of contract of Bharat Heavy Electricals Ltd. The following conditions will apply to the extend they are not modified by any of the conditions specifically agreed to in the order.
2. **PACKING :-** The seller will be responsible for the stores being sufficiently or properly packed so as to ensure their being free from any loss and or damage or arrival at destination. The seller shall further ensure protective packing of the stores suitable for tropical conditions to avoid loss damage or atmosphere effect during transit. The packing standard shall comply with relevant National Standards where available, carrier's conditions of packing or established trade practice. If any damage deterioration or loss is sustained when the carrier or underwriter attributed to improper/defective packing the seller shall be liable to replace the stores at his cost or reimburse the value of the loss to the purchaser not with standing whether the insurance is arranged by him or not. The packing materials and cases shall be supplied free of cost unless otherwise agreed.
3. **MARKING :-** The following markings shall be made by the seller in each packing in black and bold letters. B H E L, P S - N R CONSIGNOR/CONSIGNEE/PO REF/ DIMENSIONS/ WEIGHT-GROSS/NETT. The above marking should be stenciled or written in bold letters on each package. Should the packages be to small suitable cards metal tags giving these details may be tagged or nailed. Copy of packing slip should be kept in each package.
4. **INSPECTION:-** Final inspection for the stores will be carried out at the destinations/site/purchaser's works by the purchaser's authorised inspecting officer. Wherever preliminary or stage inspection is to be carried out at the seller's works the same is subject to final acceptance/after receipt of the stores at the destination site, purchaser's works as the case may be and the decision of the purchaser shall be final.
5. **REJECTION:-** The seller shall intimate the purchaser in writing, within 15 days after the receipt of rejection advice regarding disposal of the rejected stores. If no advice is received within aforesaid period the purchaser shall be at liberty to return the stores at the cost and risk of the seller after recovering the cost, if any paid by the purchaser including inward freight and other incidental charges. The purchaser will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the purchaser.
6. **DELIVERY:-** The seller shall deliver the stores in accordance with the conditions of the purchase order at the time and at the place and in the manner specified there. The time for and date of delivery of the stores shall be of the essence of the purchase order. The risk in the stores shall not pass to the purchaser unless and until the stores have been duly accepted by the purchaser at the destination.
7. **TEST CERTIFICATE:-** The seller shall carry out all routine tests and such order tests as prescribed by the purchaser in his works and/or any other places as stipulated in the purchase order.. Necessary test Certificate shall be provided to the purchaser at no extra cost. The seller shall also provide at no extra cost the required number of catalogues, drawings and other manuals related to stores.
8. **GUARANTEE:-** The stores shall be guaranteed for design, material and workmanship and also for performance stipulated by the purchaser in the order or conditions. Unless specified otherwise in the purchase order, the period of guarantee shall be 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.
9. **TERMS OF PAYMENTS:-** Unless otherwise agreed payment will normally be made within 30 day of receipt of the stores in good condition at the destination. While claiming payment the seller shall furnish to the purchaser despatch documents like Railway Receipts, Invoice etc. in such number and manner as provided in the purchase order.
- 9.1 It is expressly understood and agreed that in the event of rejection of stores for which payment has been effected, the seller also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from bank due to delayed/Insufficient/incorrect information/documents through bank and pay all incidental charges thereof.
- 9.2 Any bank charges incurred by the seller in retiring the documents through bank shall be borne by the seller and the shall also agree to bear any demurrage or other charges arising out of any delay in retiring the documents from the Bank due to delayed/insufficient/incorrect information/documents furnished by him.
- 9.3 Wherever the terms of delivery are F.O.R. forwarding station the seller shall ensure that carriers do not delay despatch of the stores once the carriers receipt is obtained.
10. **INSURANCE :-** wherever specifically agreed to and a request thereof is made the seller will insure at the cost the stores for all transit risk including 30 days storage risk from the date of delivery of stores at the final destination in all other cases.
11. **FAILURE AND TERMINATION:-** If the seller fails to deliver the stores or instalment thereof within the period fixed for such delivery of any time repudiates the purchase order before the expiry of such period, the purchaser may without prejudice to the right of the purchaser to recover damages for breach of the purchase order also :-
 - (i) Recover from the seller as agreed liquidated damages a sum equivalent to 1/2% per week and part thereof to maximum 10% of the total value of the stores which the seller has failed to deliver within the period fixed for delivery in the during which delivery of such stores may be arrears where delivery thereof is accepted after expiry of the aforesaid period. Or
 - (ii) Purchase or authorise the purchase elsewhere without notice to the seller, on the account and at the risk of the seller of the stores not so deliver or other of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) without cancelling the purchase order in respect of the installments not yet due for delivery, or

- (iii) Cancel the purchase order on a portion thereof and if so desired purchase or authorise the purchase of stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily procurable) at the risk and cost of the seller. If the seller had defaulted in the performance of the original order, the purchaser shall have the right to ignore his tender for risk purchase even through the lowest where action is taken under sub clause (ii) or Sub Clause (iii) above, the seller shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase.
12. **INSOLVENCY AND BREACH OF CONTRACT:-** The purchaser may at any time by notice in writing summarily determine the contract without compensation to the seller in any of the following events, that is to say :-
- (i) If the seller being an individual or if a firm any partner thereof, shall at any time, be adjudged Insolvent or shall have a receiving order or order for administration. If this estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (ii) If the seller being company is wound up voluntarily or by the order of a court or a receiver liquidator of a manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court of debenture-holders to appoint a receiver liquidator or manager, or
- (iii) If the seller commits any breach of purchase order not herein specifically provided for :
Provided always that such determination shall not prejudice and right of action or remedy which shall have occurred or shall occur to thereafter to the purchaser and provided also the seller shall be liable to the purchaser for any extra expenditure it is thereby put to and the seller shall under no circumstances be entitled to any gain on repurchase.
13. **SUB CONTRACT :-** The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.
14. **METRIC SYSTEM:** - The seller shall indicate metric measurement to all documents.
15. **INDEMNITY:** - The seller at all times Indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs of trade mark negligence, defective material or injury to seller or his agent.
16. **DISPUTES :** - In all cases of disputes the decision of General Manager (incharge) of purchase shall be final.
17. **JURISDICTION:** - Any court of the place from where the purchase order is issued shall alone have jurisdiction to decide any dispute arising out of in connection with the purchase order.
18. **GENERAL :-** Save as specifically accepted by the purchase terms and conditions of the seller contained in his quotation shall not given application to the purchase order.
19. **LST / CST / SERVICE TAX NOS.:** - LST - ND - 0091747, DT.01.04.1998, CST - ND - 5131182, DT.22.08.2003 and SERVICE TAX - 01/ BHEL/ AACB 4146 P / R-6 / N-1/ 05-06

For and on behalf of Bharat Heavy Electricals Ltd