



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: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515476
Email: msd@bhel.com / chittaranjan@bhel.com

TENDER NOTICE

ENQ. NO. : PSNR/ SCP/ CS / E – 1691

PSNR INVITES SEALED TENDERS FROM REPUTED **MANUFACTURERS** FOR THE SUPPLY OF CEMENT AS PER STORES DESCRIPTION AT **BHEL SITE OFFICE, HARDUAGANJ THERMAL POWER STATION, UNIT – 8 & 9, HARDUAGANJ, ALIGARH, UTTAR PRADESH, INDIA: -**

STORES DESCRIPTION	TENTATIVE QTY.	TENDER OPENING DATE AND TIME
ORDINARY PORTLAND CEMENT GRADE 43, IS: 8112	Total 5000 MT (Five Thousand MT.)	06.04.2009 at 15.30 hours

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT.
3. Supply to be Commenced **Immediately on placement of P.O. and to be completed in JULY / 2009**, as per Site requirement.

AGM/SCP



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ENQ. NO. : PSNR/ SCP/ CS / E -1691
DUE ON : 09.04.2009 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 NOTE: 1. SPECIAL TERMS & CONDITIONS AS PER ANNEXURE-I (ENCLOSED)	Total 5000 MT (Five Thousand MT.)	DELIVERY: COMMENCING: Immediately on Placement of P.O. COMPLETION: With in JULY / 2009 (as per site requirements) AT BHEL SITE OFFICE, HARDUAGANJ THERMAL POWER STATION, HARDUAGANJ, ALIGARH, (UTTAR PRADESH).

NOTE:

1. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART-I: TECHNO-COMMERCIAL BID CONTAINING TECHNICAL DETAILS ALONG WITH
COMMERCIAL OFFER AS PER FORMAT-I, DULY FILLED, SIGNED & STAMPED.

PART: II: PRICE BID AS PER FORMAT 'A', DULY FILLED, SIGNED AND STAMPED.

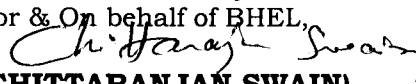
**2. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS
INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED &
SUPERSRIBED AS:**

ENQUIRY FOR _____ ENQUIRY NO. _____ DUE ON _____

3. Tender Documents with complete details are hosted in this 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 09.04.2009**, 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 must be submitted to the undersigned **latest by 15.00 Hrs. on 09.04.2009**. Technical bids shall **be opened at 15.30 Hrs. on 09.04.2009**.
6. 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.
7. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
8. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
9. Purchase Preference will be given to CPSUs as per Govt. Guidelines.
10. **Bidder's to note that, the mode of supply of cement should be by Road.**
11. **The supplier must be approved by BHEL's Customer / Customer's Consultant, i.e. M/s UPRVUNL / M/s NTPC or their selection will subject to approval from M/s UPRVUNL / M/s NTPC.**

INSTRUCTIONS TO TENDERERS:

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. The prices quoted should be for F.O.R. destination delivery, inclusive of risk in transit and remain **valid for 60 days from the due date for acceptance of offer and the supply will be made up to 31.07.2009**. Whenever the tenderers quote F.O.R., they should indicate the approximate freight charges up to destination.
3. Break up details of taxes, duties and other applicable charges for F.O.R. destination delivery should be furnished specifically, failing which the purchaser will not be liable for payment of the same.
4. The prices quoted shall be firm and no revision of prices will be entertained after the quotations are opened.
5. The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
6. 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.
7. Quotations received after the due date & time shall be liable to be summarily rejected.
8. A list of parties to whom similar stores have been supplied in the past should be furnished with relevant particulars.
9. The seller shall also indicate the manufacturing, quality control and testing facilities available with them.
10. Tenderers should fill the format-1 for all the items except price and should attach with technical part of bid and with price in price part of bid.
11. In case of contradiction / conflict between 'terms & conditions governing purchase of stores' and 'special terms & condition', the latter shall prevail

Yours faithfully,
 For & On behalf of BHEL,

(CHITTARANJAN SWAIN)
ENGINEER/SCP

Special Terms & Conditions

1. OFFERS RECEIVED FROM MANUFACTURERS ONLY SHALL BE CONSIDERED. **BIDDERS SHALL FURNISH THEIR VALID REGISTRATION NO. IN SUPPORT OF THE SAME.**
2. MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED AFTER 3 DAYS, 7 DAYS & 28 DAYS SHALL BE FURNISHED & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY.
3. PRICE QUOTED SHOULD BE FOR F.O.R DESTINATION DELIVERY AT **BHEL SITE OFFICE, HARDUAGANJ THERMAL POWER STATION, HARDUAGANJ, ALLIGARH, UTTAR PRADESH.** UNLOADING OF CEMENT AT SITE IS NOT IN THE SCOPE OF SUPPLIER.
4. PRICE QUOTED SHOULD BE INCLUSIVE OF ALL THE APPLICABLE CHARGES, TAXES AND DUTIES. HOWEVER RATES OF SALE TAX, EXCISE DUTY & OTHER STATUTORY LEVIES SHOULD BE INDICATED SEPERATELY. VARIATION IN EXCISE DUTY, SALE TAX/ VAT OR ANY OTHER STATUTORY LEVIES DURING CONTRACTUAL DELIVERY PERIOD SHALL BE TO BHEL'S ACCOUNT. "BHEL SHALL ISSUE 'C' FORM AGAINST SUBMISSION OF E1, E2 FORMS BY SUPPLIERS, FOR SUPPLY OF CEMENT FROM OUTSIDE UTTAR PRADESH" AND THE ROAD PERMITS".
5. QUOTED RATES SHALL REMAIN FIRM DURING THE SUPPLY PERIOD EXCEPT FOR VARIATION IN DUTIES / TAXES AS MENTIONED AT SL. NO. 4 ABOVE.
6. THE QUANTITIES INDICATED ARE TENTATIVE AND NO COMPENSATION SHALL BE ADMISSIBLE ON CHANGE IN ACTUAL REQUIREMENT BY BHEL.
7. OUR PAYMENT TERMS ARE 100% PAYMENT + 100% TAXES AND DUTIES, P & F, FREIGHT & INSURANCE ON SUBMISSION OF TESTS CERTIFICATES AND RECEIPT OF MATERIAL. PAYMENT SHALL BE RELEASED AGAINST SUPPLIER'S INVOICE WITHIN 30 DAYS OF RECEIPT OF INVOICES. REQUISITE TEST CERTIFICATES SHALL BE SUBMITTED BY SUPPLIER WITHIN 15 DAYS OF SUPPLY OF MATERIALS. **NO ADVANCE SHALL BE PAID AGAINST THE SUPPLY OF CEMENT.**
8. BHEL & ITS CUSTOMER AT SITE SHALL CONDUCT BATCH WISE TESTING OF CEMENT. IN CASE OF NONCONFORMITY IN RESULTS, SUPPLIER MAY ARRANGE RETESTING AT NATIONAL TEST LAB / GOVERNMENT APPROVED TEST HOUSE BY TAKING JOINT SAMPLE FOR CONFIRMATION. CONSEQUENCES OF NONCONFORMITY IN RESULTS SHALL BE THE RESPONSIBILITY OF THE SUPPLIER.
9. 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.
10. BIDDERS SHOULD FURNISHED BREAKUP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXCISE DUTY, FREIGHT CHARGES, SALE TAX, SERVICE TAX / VAT AND THE OTHER APPLICABLE CHARGES.

**Signature with seal of Bidder
As a confirmation on acceptance
Of Special Terms and Conditions**



FORMAT NO.I

ENQ.NO. PSNR/SCP/CS/E - 1691

TO BE FILLED BY THE BIDDER AND ENCLOSED
AS TECHNICAL BID PART I

NAME OF BIDDER:

GRADE OF CEMENT TO BE SUPPLIED:

DUE DATE: 09.04.2009

EXCISE REGISTRATION NO.

SL.NO	DESCRIPTION	UNIT RATE (LUMP SUM IN RS.) OR (IN PERCENTAGE)	REMARK
	1	2	3
1	WHETHER BASIC UNIT EX-WORKS PRICE QUOTED IN BID PART-II	YES / NO	
2	WHETHER PKG. AND FORWARDING CHARGES QUOTED IN BID PART-II	YES / NO	
3	RATE OF EXCISE DUTY+ CESS	% OF	
4	RATE OF CST AGAINST FORM C	% OF	
5	RATE OF CST WITHOUT FORM C	% OF	
6	RATE OF VAT	% OF	
7	WHETHER FREIGHT CHARGES QUOTED IN BID PART-II	YES / NO	
8	WHETHER TRANSIT INSURANCE CHARGES QUOTED IN BID PART-II	YES / NO	
9	WHETHER OCTROI CHARGES QUOTED IN BID PART-II	YES / NO	
10	OTHER LEVIES/ CHARGES QUOTED IN BID PART-II		
11	DISCOUNT IF ANY.		
12	VALIDITY OF OFFER		
13	DELIVERY PERIOD		
14	PAYMENT TERMS		
15	SUBMISSION OF MFG.TEST CERTIFICATE		
16	WARRANTY		
17	INSPECTION		
18	WHETHER CENVAT CREDIT IS AVAILABLE:	YES / NO	
19	MODE OF DESPATCH:		

NOTE:

- Offers should preferably be submitted as per the terms & conditions of the NIT and should be indicated "As per NIT". However, in case of any deviation, the same should be specifically furnished by the bidders.
- The bidders should clearly mention whether or not the charges against all above columns are included in their quoted prices.
- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against items which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
- Price basis should be indicated clearly, e.g. 'F.O.R. Destination', 'Ex-Works' etc.
- Bidder must clearly state in case CENVAT credit is available. The amount of CENVAT Credit available to BHEL will be considered in bid evaluation.**

Signature of Bidder with seal



ENQ.NO: PSNR/SCP/CS/ E - 1691

PRICE SCHEDULE FORMAT 'A'

TO BE FILLED BY THE BIDDER AND
ENCLOSED AS PRICE BID PART II

NAME OF BIDDER:

DUE DATE: 09.04.2009

Sl.No	DESCRIPTION	QTY. (UNIT)	UNIT RATE/ PERCENTAGE	TOTAL AMOUNT	REMARKS
	1	2	3	4	5
1.	BASIC EX- WORKS PRICE				
2.	PACKING & FORWARDING CHARGES				
3.	EXCISE DUTY + CESS				
4.	CST AGAINST FORM C				
5.	CST WITHOUT FORM C				
6.	VAT				
7.	FREIGHT CHARGES				
8.	INSURANCE CHARGES				
9.	OCTROI CHARGES				
10.	OTHER LEVIES, IF ANY				
11.	DISCOUNT, IF ANY.				
12.	OTHER CHARGES (NOT SPECIFIED ABOVE)				
13.	CENVAT CREDIT AVAILABLE TO BHEL				
14.	TOTAL F.O.R DESTINATION COST TO BHEL (AFTER TAKING CENVAT BENEFIT IN TO CONSIDERATION)				

NOTE:

- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against points which are not applicable.
- For the **charges quoted in percentage**, bidders must **specify the price component** on which it is chargeable.
- CENVAT/MODVAT credit:** The quotation must indicate Tariff item number and rate of Excise Duty applicable and CENVAT CREDIT available to BHEL. In such case, party should raise Cenvatable Invoice as per Excise Laws/Rules. The amount of CENVAT benefit available to BHEL will be considered while evaluating the bids.

Signature of Bidder with seal



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 extent 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 stencilled 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 ½% 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 instalments 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 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 (in charge) 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/ AAACB 4146 P / R-6 / N-1/ 05-06

For and on behalf of Bharat Heavy Electricals Ltd