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**TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1396**

**TENDER SPECIFICATIONS**

**FOR**

**SUPPLY OF HIGH STRENGTH DEFORMED  
STEEL BARS/TMT BARS FOR KOSTI TPP  
(4X125 MW), SUDAN**

**PART I – TECHNICAL BID**



**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
**Plot No. 25 , Sector - 16A ,**  
**Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**



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  
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## **TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1396**

### **IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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ISO 9001-2000, ISO 14001  
and OHSAS 18001  
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**Bharat Heavy Electricals Limited**  
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### TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/MSDB/E-1396</b>	Supply of High Strength Deformed Steel Bars/TMT Bars for KOSTI TPP (4X125 MW), SUDAN as per specifications/quantities enclosed as per Annexure-I with tender enquiry. (Approx. Requirement-- 800 MT)	<b>11.06.2007</b>  3.30 PM (Indian Standard Time)

#### Notes:

1. For detailed tender enquiry, please visit **BHEL web site** [www.bhel.com](http://www.bhel.com)
2. Purchase Preference will be given to Indian Central Public Sector Undertakings as per Guidelines of Govt. of India.

**AGM/SCP**



ISO 9001-2000, ISO 14001  
and OHSAS 18001  
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### **NOTICE INVITING TENDER**

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan :-

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### **QUALIFYING REQUIREMENTS / PAST EXPERIENCE OF BIDDERS:-**

- (i) The bidder should be a manufacturer or a supplier of similar offered materials and should have supplied the same in the past.

The bidder shall submit relevant documents i.e purchase order copies in support of the above in their technical bid (Part-I).

### **NOTES:**

1. The offer shall be considered only from those vendors whose technical capability is found satisfactory.
2. The Tender Documents comprise of following;
  - (1) Commercial Terms & Conditions
  - (2) Scope of Supply—(Annexure-I)
  - (3) MODEL PRICE BID FORMAT FOR INDIAN BIDDERS
  - (4) MODEL PRICE BID FORMAT FOR Foreign BIDDERS
  - (5) Formats for execution of Bank Guarantees
  - (6) Rate Schedule

3. Tender Documents with complete details are hosted in this web page. Bidders intending to participate may download the tender document from **the web site (www.bhel.com)**.
4. Tenders must be submitted to the undersigned at the address given above (Room No. 104) latest by **11.06.2007** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **11.06.2007**. The part-II price bids will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
5. Bidders are also allowed to send their offer by e\_mail, which must be received prior to schedule date and time of opening. Offers by e\_mail should be sent addressed to [sku@bhelsnr.co.in](mailto:sku@bhelsnr.co.in) & [msd@bhelsnr.co.in](mailto:msd@bhelsnr.co.in). The offers sent by e\_mail must be followed by their hard copies, duly signed and stamped.
6. The bidders are expected to quote all the items of the 'Rate Schedule'. Part offer shall not be considered.
- 7. Bidders shall quote their prices on FOR Kosti Site basis and the bids shall be evaluated accordingly.**
8. Any corrections shall be properly & fully authenticated with signature.
9. 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.
10. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
11. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
12. Purchase Preference will be given to Indian Central Public Sector Undertakings as per Guide lines of Govt. of India.

**AGM/SCP**



ISO 9001-2000, ISO 14001  
OHSAS 18001 and SA 8000  
certified company

Sub-Contract and Purchase  
Department.

## भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

उप-संविदा एवं क्रय विभाग

पावर सेक्टर, उ. क्षेत्र, परिसर, प्लॉट नं. 25, सेक्टर-16ए, पोस्ट बॉक्स सं. 55, नोएडा-201301,  
Power Sector-Northern Region, Plot no. 25, Sector 16 A PB NO. 55,  
NOIDA. 201301 (INDIA)

Ph : 0120-2515479 / 2515464 / 2515476 Fax 0120-2515464

[sku@bhelpsnr.co.in](mailto:sku@bhelpsnr.co.in), [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in)

### **COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER**

#### **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 commercial bid**", indicating Enquiry 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 Enquiry No., Due Date and Address & Reference of the Bidder.

Both the envelopes ( Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry 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 as indicated in "Notice Inviting Tender". Late offers will not be considered.

**Bidders are also allowed to send their offer by e\_mail, which must be received prior to schedule date and time of opening. Offers by e\_mail should be sent addressed to [sku@bhelpsnr.co.in](mailto:sku@bhelpsnr.co.in) & [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in). The bidders will have liberty to keep their Part-II (Price Bid) protected with password, which they will intimate just before the date and time fixed for Price-Bid opening. The offers sent by e\_mail must be followed by their hard copies, duly signed and stamped.**

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

**ADDITIONAL GENERAL MANAGER/SCP**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt. of India Undertaking)**  
 Power Sector-Northern Region,  
 Room No. 104, Plot no.25, Sector 16 A, PB NO. 55,  
 NOIDA –201301 (INDIA)

Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Offers should be in **ENGLISH**.

## **2.0 PART I (TECHNICAL & 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. **Normally no deviations shall be allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.

2.1.3. List of customers to whom same or similar grade of materials have been supplied to be enclosed in their Part-I offer.

2.1.4. Bidders shall indicate currency considered in their offer (Part-I).

### **2.2 Commercial**

This part shall include / indicate the following;

2.2.1. Port of shipment / Station of despatch

2.2.2. Terms of payment

2.2.3. Taxes & duties applicable.

2.2.4. Delivery Schedule

2.2.5. Offer validity

2.2.6. Country of origin

2.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed, clearly indicating the items offered in the price bid.

## **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 & 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 and time.** Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

## **5.0 GENERAL**

5.1. Incomplete offers will not be considered.

**5.2 Fixed price: Bidders shall quote their Fixed Prices on FOR Kosti TPP, Sudan basis.** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of execution of the Purchase Order.

Distance of project site Kosti from Port of Sudan (only port in Sudan) is 1200 km and the project site is about 600 Mtrs. from Highway.

**5.3 Bid currency:** Indian bidders should submit the prices preferably in Indian Rupees.

Foreign bidders may submit their bid in US DOLLARS, EUROS, BRITISH POUNDS OR YEN. **For evaluation of bids, the exchange rate shall be considered as 'T.T. selling rate', of State Bank Of India on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.**

**5.4 Terms of Delivery:** Entire materials of the order shall be made ready for dispatch within 20 days from the date of issue of LOI/order. The bidders shall quote Ex. Works delivery as well as FOR Site Kosti Delivery. In case deliveries quoted by the vendors are not suiting, BHEL shall have the option to reject the offer of the vendor.

**5.5 Taxes and Duties :** Bidders should quote their rates inclusive of all applicable taxes & duties on FOR Kosti TPP, Sudan basis. For items sourced from outside Sudan, BHEL's customer M/s NEC has taken custom duty exemption. BHEL/its customer M/s NEC will arrange for custom duty payments and custom clearance at Port of Sudan. However, the supplier shall provide necessary assistance. Detailed procedure along with documents required for custom clearance shall be furnished at the time of placement of order.

**BHEL/its customer M/s NEC will arrange for the local VAT exemption for these supplies or will reimburse the VAT paid by the supplier. Necessary documents in this regard shall be obtained by the supplier from BHEL.**

**5.6 Validity :** The offers shall be kept open for acceptance for **20 days (twenty days)** from the date of opening of the tender (Part I).

## **5.7 Terms of Payment:**

### **5.7.1. Indian Bidders**

5.7.1.1. The payment terms are indicated below :

"90% of FOR Kosti Site Value shall be payable against dispatch

documents (given below) & 10% of FOR Kosti Site Value shall be payable within 30 days after receipt of material at Kosti Site.”

**5.7.2. Foreign Bidders**

An Irrevocable Letter of Credit (L/C) shall be established for 100% order value (FOR Kosti Site) and payments shall be released as follows;

- 5.7.2.1 90% of FOR Kosti Site Value shall be payable against dispatch documents (given below).
- 5.7.2.2 10% of FOR Kosti Site Value shall be payable within 30 days after receipt of material at Kosti Site.

Letter of Credit shall be opened through a branch of State Bank of India in the country where order shall be placed. In case, in the country where order is placed, State Bank of India does not exist, Letter of Credit will be opened through our bankers or as permitted by Government of India. Letter of Credit will not be confirmed by foreign banker. BHEL shall bear L/C opening charges with their (BHEL's) bankers and Charges for L/C amendment for reasons attributable to BHEL. All other charges including bank charges outside India shall be to supplier's account (Beneficiary) as per P.O.

**The Set of Dispatch Documents shall comprises of following;**

- (a) Beneficiary's Commercial Invoice – One original Plus two signed copies.
- (b) Full set of clean on board Bill of Lading/ Carrier's Receipts (For Sudanese Manufacturers), as applicable – (In-original)
- (c) Packing list in original.
- (d) Certificate of country of origin issued by Chamber of Commerce (Not applicable for Local Sudanese Manufacturer).
- (e) Manufacturing Test Certificate of the Materials dispatched.
- (f) Pre Despatch inspection Certificate of the third party.
- (g) Certificate to the effect that set of dispatch documents have been sent to Construction Manager, BHEL Site, Kosti TPP, Sudan.

**5.8 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 deliver 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.

**5.9 Order Termination :** Alternatively, BHEL at his option will be entitled to terminate the contract for the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid.

**5.10 Agency commission :** No separate agents commission will be payable. The bidder to confirm this specifically in their techno- commercial bid.

**5.11 Inspection & Testing:** All goods are subject to Third Party inspection before dispatch and dispatch clearance shall be issued by BHEL based on Inspection & Test

Certificates of the materials. The third party inspection shall be arranged by the party at their cost. **The bidder shall furnish name of the proposed inspection agency/agencies in their Part-I technical bid for BHEL's review.**

**5.12 Test certificates :** The Bidders shall submit manufacturing test certificate of materials dispatched as a part of dispatch documents.

**5.13 CENVAT credit:** (for Indian Bidders only) : Not Applicable being an export order.

**5.14 Packing:** The Supplier shall arrange for 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.

**5.15** 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.

**5.16 Marine and Transit Insurance :** To be arranged by BHEL. However, the supplier shall furnish dispatch particulars immediately after shipment and transportation of materials as per instruction given by BHEL.

**5.17 Consignee & Ultimate Consignee:** The materials are required for BHEL Site at Kosti TPP, Sudan. The consignee shall be BHEL and ultimate consignee shall be " National Electricity Corporation, Sudan".

**5.18 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).

**5.19** Any suits in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

**5.20 Loading in lieu of Deviations:--** The bidders are expected to agree to all the terms and conditions of this enquiry. Any deviation taken from the tender terms and conditions will be suitably loaded for the purpose of evaluation for which BHEL's decision will be final and binding.

**RATE SCHEDULE****HIGH STRENGTH DEFORMED STEEL BARS & ANGLES FOR 4X125 MW TPP, KOSTI, SUDAN**

SL NO	DESCRIPTION	TOTAL REQUIRED QTY (MT)	RATE/MT	AMOUNT
<b>AA</b>	<b>HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786/ BS 4449-2005</b>			
1	8mm Diameter	100		
2	10 mm Diameter	100		
3	12 mm Diameter	100		
4	16 mm Diameter	100		
5	20 mm Diameter	100		
6	25 mm Diameter	100		
7	28 mm Diameter	100		
8	32 mm Diameter	100		
	<b>TOTAL PRICE FOR HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786/ BS 4449-2005</b>	<b>800</b>		
<b>BB</b>	<b>ANGLE OF GRADE IS 2062 Gr. A</b>			
9	ANGLE, ISA 75X75X6 of Grade IS 2062 Gr. A	<b>50</b>		
	<b>TOTAL PRICE FOR 'AA' &amp; 'BB'</b>			

**NOTES:-**

- Prices shall be written in words and figures. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
- The bidders shall enter both 'Unit Rate' & 'Amount'. In case of any mismatch between 'Total Amount based on Unit Rate' & 'Total Amount as quoted', the lower of the two shall be considered for evaluation and award.
- The bidders are required to quote all the items covered in this enquiry. Part offer will not be considered.
- Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in US DOLLARS, EUROS, BRITISH POUNDS OR YEN.
- 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.
- QUANTITY TOLERANCE ALLOWED +/- 5% ON TOTAL QUANTITY AND +/- 10% ON EACH SIZE.