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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1423

TENDER SPECIFICATIONS

FOR

SUPPLY OF VEHICLES (TWO NO. LAND CRUISERS & EIGHT NO. HILUX OF TOYOTA MAKE) AT BHEL, KOSTI TPP SITE, SUDAN,(4X125 MW)

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)
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467

Email: sku@bhelpsnr.co.in / msd@bhelpsnr.co.in

TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1423

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: | |
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| M/S | |
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INDEX

| SI. No. | CONTENTS | PAGE |
|---------|-------------------------------|-------|
| 1. | Tender Notice - Newspaper | 04 |
| 2. | Notice Inviting Tender | 05-06 |
| 3. | Commercial Terms & Conditions | 07-11 |
| 4. | Rate Schedule | 12 |



Purchase Deptt.

Bharat Heavy Electricals Limited (A Govt. of India Undertaking)

Power Sector – Northern Region,
Plot No. 25, Sector - 16A, Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)

Phone: 91-120-2515476 / 2515464 / 2515479 Fax 91-120-2515464 / 2515467

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TENDER NOTICE

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

| Enquiry No. | Item Description | Last Date of Tender Submission & Opening |
|-----------------------------------|---|--|
| BHEL/PSNR/ SCP/MSDB/ E-1423 | Supply of 02 No. Land Cruisers & 08 Nos. Hilux Vehicles of Toyota Make at BHEL KOSTI TPP Site, Sudan. | 16.08.2007 |
| | , | 3.30 PM |
| | | (Indian Standard |
| | | Time) |

Notes:

- 1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
- 2. Purchase Preference will be given to Indian Central Public Sector Undertakings as per Guidelines of Govt. of India.

GM/SCP



Purchase Deptt.

Bharat Heavy Electricals Limited (A Govt. of India Undertaking)

Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)

Phone: 91-120-2515476 / 2515464 / 2515479 Fax 91-120-2515464 / 2515467

Email: sku@bhelpsnr.co.in / msd@bhelpsnr.co.in

NOTICE INVITING TENDER

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

| Enquiry No. | Item Description | Last Date of Tender Submission & Opening |
|-----------------------------------|---|---|
| BHEL/PSNR /SCP/MSDB/ E-1423 | Supply of 02 No. Land Cruisers & 08 Nos. Hilux Vehicles of Toyota Make at BHEL KOSTI TPP Site, Sudan. | 16.08.2007 |
| | | 3.30 PM (Indian Standard Time) |

NOTES:

- 1. The offer shall be considered only from M/s TOYOTA or from their authorized dealers.
- 2. The Tender Documents comprise of following;
 - (1) Commercial Terms & Conditions
 - (2) Rate Schedule
- 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 16.08.2007 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on 16.08.2007. 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@bhelpsnr.co.in & msd@bhelpsnr.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 C&F Port of Sudan basis and the bids shall be evaluated accordingly.
- 8. Any corrections shall be properly & fully authenticated with signature (For offers sent by Post).
- 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/e_mail.
- 12. Purchase Preference will be given to Indian Central Public Sector Undertakings as per Guide lines of Govt. of India.

GM/SCP



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 कय विभाग

पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, पोस्ट बॉकस 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. 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 (FOR QUOTATIONS SENT BY POST).

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 <u>"Part I - Technical and commercial bid"</u>, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain <u>price details</u>. This envelope should be clearly marked <u>"Part II - Price bid"</u>, 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 & 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.

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

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. 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.

Fixed price: Bidders shall quote their Fixed Prices on C&F Port of Sudan basis.

5.3 Bid currency: Indian bidders should submit the prices preferably in Indian Rupees (INR).

Foreign bidders may submit their bid in other foreign currencies. For evaluation of bids, the exchange rate shall be considered as 'T.T. selling rate' as applicable on the date of Technical bid opening. In case the exchange rate for the offered currency is not available, the cross reference of exchange rate of that currency w.r.t USD/EURO will be taken to arrive at equivalent INR for evaluation purpose. In case of Holiday, rates for previous day shall be considered.

- 5.4 Terms of Delivery: Within 20-30 days from the date of issue of LOI/order at Port of Sudan.
- **5.5 Taxes and Duties**: Bidders should quote their rates inclusive of all applicable taxes & duties on C&F Port of Sudan basis.
- **5.6** Validity: The offers shall be kept open for acceptance for **30 days (thirty 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% payment against dispatch documents (given below) & balance 10% payment shall be made within 30 days after receipt of vehicles at Port of Sudan."

5.7.2. Foreign Bidders

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

- 5.7.2.1 90% payment against dispatch documents (given below).
- 5.7.2.2 Balance 10% payment shall be made within 30 days after receipt of vehicles at Port of Sudan.

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- (In-original)—In case of shipment of goods from outside Sudan
- (c) Packing list in original.
- (d) Certificate of country of origin
- (e) Pre Despatch inspection Certificate.
- (f) Warranty/Guarantee Certificate
- (g) Certificate that the goods supplied are new.
- **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 its 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 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.
- **5.12** 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.
- **5.13** 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.
- **5.14 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".
- **5.15** 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

TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1423

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).

5.16 Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

RATE SCHEDULE SUPPLY OF TOYOTA MAKE VEHICLES AT BHEL, KOSTI TPP SITE, SUDAN,(4X125 MW)

| | | REQUIRED QTY (NOS.) | RATE |
|-----------|---|------------------------|------|
| 1.0 | TOYOTA LAND CRUISERS - 9 SEATERS | 2 | |
| | (a) MODEL | | |
| | (b) MODEL | | |
| | (c) MODEL | | |
| 2.0 | TOYOTA HILUX 2.5 L, TWIN CABIN (PICK UP TRUCKS) | 8 | |
| | (a) MODEL | | |
| | (b) MODEL | | |
| (c) MODEL | | | |

NOTES:-

- 1. Prices of all available variants(Model) for each of the above items may be quoted.
- 2. RATES are to be quoted on C&F Port of Sudan Basis
- 3. 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.
- 4. The bidders are required to quote all the items covered in this enquiry. Part offer will not be considered.
- 5. Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in other foreign currencies.
- 6. For evaluation of bids, the exchange rate shall be considered as `T.T. selling rate', AS APPLICABLE on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.

(Seal and Signature of Tenderer)