



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 – Northern Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)  
Phone: 0091-0120-2515456 / 2515464 / 2515479  
Fax 091-0120-2515464 / 2515465  
Email: [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in)

## **TENDER NOTICE**

**ENQ. NO. : PSNR/ SCP/ CS/ E - 1709**

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

	STORES DESCRIPTION	TENTATIVE QTY.	TENDER OPENING DATE AND TIME
1	<p>ORDINARY PORTLAND CEMENT GRADE 43, IS: 8112 'OR' GRADE 42.5 N AS PER BS 197 (PART-I) 'OR' BS 12/1996 { With Na<sub>2</sub>O (total alkalis) equivalent to less than 0.60%}</p> <p>NOTE: The supplier has to fulfil the quality standard of SSMO prevailing in Sudan</p>	<p>3000 MT (Three Thousand MT.)</p>	<p><b>10.05.2009 at 15.30 hours (SUDAN TIME)</b></p>

### **NOTES:**

1. Please visit our website at [www.bhel.com](http://www.bhel.com) for details of NIT.
2. **Delivery: Progressively within 30 Days from the date of purchase order.**

AGM/SCP



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 – Northern Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)  
Phone: 0091-0120-2515456 / 2515464 / 2515479/2416278  
Fax :0120-2515464 / 2515465  
Email: [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in)

**ENQ. NO. : PSNR/ SCP/ CS/E - 1709**  
**DUE ON : 10.05.2009 at 15.30 hours (Sudanese Time)**

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.	<p><b>ORDINARY PORTLAND CEMENT GRADE 43, IS: 8112 'OR' GRADE 42.5 N AS PER BS 197 (PART-I) 'OR' BS 12/1996 { With Na<sub>2</sub>O (total alkalis) equivalent to less than 0.60%}</b></p> <p><b>NOTES:</b></p> <p>1. <b>SPECIAL TERMS &amp; CONDITIONS (ENCLOSED).</b></p> <p>2. The supplier has to fulfil the quality standard of SSMO prevailing in Sudan</p>	<p><b>3000 MT (Three Thousand MT.)</b></p>	<p><b>DELIVERY:</b> <b>C &amp; F, Port Sudan basis</b></p>

**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.

**NOTES:**

1. Tenders to be submitted in two parts:

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

**PART: II:** Price bid. Bidders shall submit their Price Bid in the 'Price Bid Format' of this NIT.

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 \_\_\_\_\_

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. Tenders should be submitted to the 'Resident Manager, BHEL' at the following address latest by 10.05.2009 before opening of technical bids commences;

**Bharat Heavy Electricals Ltd. (KH Office)**  
**Khartoum Alamarat,**  
**Street No. 9—West Side,**  
**Block No. B/10 – H12**  
**KH. Sudan**

**Technical bids shall be opened at 15.30 Hrs. (Sudanese Time) on 10.05.2009.** The part-II price bids will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.

5. **The Bidders shall quote their price on C&F Port Sudan basis.**
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. Any corrections shall be properly & fully authenticated with signature by authorised signatory.
10. BHEL reserves the right to have more than one supplier to meet the total delivery requirement.

#### **INSTRUCTIONS TO TENDERERS & SPECIAL CONDITIONS:**

- 1.0. 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.
- 2.0 **Cement is required for BHEL Site, Kosti TPP, Sudan. The price quoted shall be inclusive of all expenses (including stevedoring-handling and Port Management fees) on C&F Port Sudan Basis including all applicable taxes/duties.**

**Custom duty payment and custom clearance at Port Sudan shall be in BHEL/BHEL's customer scope.**

### 3.0 **PACKING OF CEMENT:**

(i) Suitable sea worthy Packing, should be in proper polythene covers with seal straps.

**4.0. Validity of Offer & Delivery Period:** The prices quoted should remain valid for 30 days from the due date.

**The materials to be delivered progressively within 30 Days from the date of purchase order, as per site requirement.** Bidders offering deliveries beyond above schedule may not be considered. However, BHEL's decision on this shall be final and binding on the bidders.

**5.0** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of execution of the Purchase Order.

### 6.0 **Terms of Payment:**

6.1 100% payment will be released through irrevocable Letter of Credit (LC), inclusive of applicable taxes and duties, packing & forwarding charges on receipt of all despatch documents given hereunder ;

#### **DESPATCH DOCUMENTS**

1. Original invoice in quadruplicate.
2. Full set of Clean on Board Ocean Bill of Lading-In-Original
3. Manufacturing test certificate in quadruplicate.
4. Clearance Certificate of SSMO in quadruplicate.
5. Copies of SGS or equivalent Quality certificate in quadruplicate.
6. Certificate of origin in quadruplicate.
7. Any other documents required for custom clearance.
8. Packing list in quadruplicate.
9. Weight list in quadruplicate

BHEL shall bear LC opening charges of their banker. All other LC processing charges including amendment charges, if any, shall be borne by the beneficiary. **It may be noted that transferable LC shall not be opened.**

**7.0 Bid Currency:** Prices shall be quoted by bidders in EURO. If, however, prices are quoted in other currency viz, Sudanese Pound (SDG) 'or' in USD, for conversion from the quoted currency to other currency for the purpose of evaluation of bids, exchange rate shall be considered as 'T.T. selling rate' of Bank Of Sudan as available on web site ([www.bankofsudan.org](http://www.bankofsudan.org)) on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered. **Payment shall be made in equivalent EURO as per the conversion rate stated above during evaluation of bids.**

**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 must 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% of the value of delayed goods for each week of delay subject to a maximum of 10 % of the order value.

- 9.0 Test certificates:** The Supplier shall submit the copy of Factory test certificate of cement delivered along with the invoices, for payment purpose.
- 10.0 Manufacturer's test certificate for various tests to be conducted after 3 days, 7 days & 28 days shall be furnished for cement delivered & should be duly signed with a seal of the company.**
- 11.0** Quality checks shall be essentially got conducted by the supplier 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 conform 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 at site 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** 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
- 15.0 Consignee & Ultimate Consignee:** The materials are required for BHEL Site at Kosti TPP, Sudan. The consignee shall be "National Electricity Corporation, Sudan".
- 16.0 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).
- 17.0** Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.
- 18.0** 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.

- 19.0** The seller shall specify manufacturer's name trademark, patent No. if any and furnish illustrative leaflets giving technical particulars along with the quotation.
- 20.0** The purchaser shall be entitled to accept or reject any quotation in part or full without assigning any reason whatsoever.
- 21.0** Quotations received after the due date & time shall be liable to be summarily rejected.
- 22.0** The seller shall also indicate the manufacturing, quality control and testing facilities available with them.
- 23.0** 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,

**(MSD Bahuguna)**  
**AGM/SCP**



### 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. **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.
4. **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.
5. **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.
6. **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.
7. **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.
- 7.1 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.
- 7.2 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.
- 7.3 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.
8. **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.
9. **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 5% 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.

- 10. 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.
- 11. SUB CONTRACT :-** The purchase order or any part thereof shall not be sub-contracted, without previously obtaining the purchasers consent in writing.
- 12. METRIC SYSTEM:-** The seller shall indicate metric measurement to all documents.
- 13. 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.
- 14. DISPUTES :-** In all cases of disputes the decision of General Manager (incharge) of purchase shall be final.
- 15. 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.
- 16. 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.
- 17. 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



**ANNEXURE-I****PRICE BID**

<b>CEMENT ORDINARY PORTLAND CEMENT GR. 43, IS 8112 OR EQUIVALENT FOR KOSTI TPP (4X125 MW UNITS), SUDAN</b>				
<b>SL NO</b>	<b>DESCRIPTION</b>	<b>QTY REQD (MT)</b>	<b>RATE/ MT</b>	<b>AMOUNT (FOR 3000 MT)</b>
<b>1.0</b>	<b>OPC CEMENT</b>  <b>(RATE TO BE QUOTED ON C&amp;F PORT SUDAN BASIS INCLUSIVE OF APPLICABLE TAXES/DUTIES, IF ANY, EXCEPT FOR CUSTOM DUTY AND CUSTOM CLEARANCE)</b>	<b>3000</b>	(RATE IN FIGURES)	(AMT IN FIGURES)
			(RATE IN WORDS)	(AMT IN WORDS)

**NOTES:-**

1. Prices shall be written in words and figures both. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
2. Unit Rate shall be considered for Evaluation of bids and award.
3. The price quoted above shall be inclusive of all expenses (including stevedoring-handling and Port Management fees) on C&F Port Sudan Basis including all applicable taxes/duties. However, Custom duty payment and custom clearance at Port Sudan shall be in BHEL/BHEL's customer scope. Hence, the bidders are required to quote their rate accordingly.

**Bidder's Signature:****Name:****Date:****(Seal of Tenderer)**