

FOR OFFICIAL USE ONLY  
NOT FOR PUBLICATION

TENDERER'S COPY  
ORIGINAL COPY

**TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1519**

## **TENDER SPECIFICATIONS**

**FOR**

**SUPPLY OF STRUCTURAL STEEL (ANGLE ISA 75X6)  
FOR KOSTI TPP, 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  
Phone: 0091-0120-2515476 / 2515464 / 2515479  
Fax 091-0120-2515464 / 2515467  
Email: [sku@bhelpsnr.co.in](mailto:sku@bhelpsnr.co.in) / [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in)

## TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1519

### 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-----

-----

-----

-----

**INDEX**

<b>Sl. No.</b>	<b>CONTENTS</b>	<b>PAGE</b>
1.	Tender Notice - Newspaper	04
2.	Notice Inviting Tender	05-06
3.	Commercial Terms & Conditions	07-10
4.	Rate Schedule	11



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 – 201301 (INDIA)  
Phone: 91-120-2515476 / 2515464 / 2515479  
Fax 91-120-2515464 / 2515467  
Email: [sku@bhelpsnr.co.in](mailto:sku@bhelpsnr.co.in) / [msd@bhelpsnr.co.in](mailto:msd@bhelpsnr.co.in)

### 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
<a href="#">BHEL/PSNR/SCP/MSDB/ E-1519</a>	Supply of STRUCTURAL STEEL (ANGLE ISA 75 X6) FOR KOSTI TPP, SUDAN as per specifications/quantities enclosed as per Annexure-I with tender enquiry. (Approx. Requirement-- 50 MT)	<a href="#">22.05.2008</a> 3.30 PM (IST)

#### Notes:

1. For detailed tender enquiry, please visit **BHEL web site** [www.bhel.com](http://www.bhel.com)
2. Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousands only).
3. Purchase Preference will be given to CPSUs as per Guidelines of Govt. of India.

**Sr. DGM/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 – 201301 (INDIA)  
Phone: 91-120-2515476 / 2515464 / 2515479  
Fax 91-120-2515464 / 2515467  
Email: [sku@bhelsnr.co.in](mailto:sku@bhelsnr.co.in) / [msd@bhelsnr.co.in](mailto:msd@bhelsnr.co.in)

### **NOTICE INVITING TENDER**

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-1519</b>	<b>Supply of STRUCTURAL STEEL (ANGLE ISA 75X6) FOR KOSTI TPP, SUDAN as per specifications/quantities enclosed as per Annexure-I with tender enquiry. (Approx. Requirement-- 50 MT)</b>	<b>22.05.2008</b> <b>3.30PM (IST)</b>

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

- (i) The vendor should have sufficient experience (at least for 2 years) for producing & supplying of steel grades covered in this enquiry.

### **NOTES:**

- The Quotation should be from Principal / Original Supplier, failing which the quotation is likely to be ignored. **The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I).** The offer shall be considered only from those vendors whose technical capability is found satisfactory.
- The Tender Documents comprise of following;
  - Commercial Terms & Conditions
  - Rate Schedule
- 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)**.
- Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost on** all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e **upto 22.05.2008**.

Request for issue of tender document should clearly indicate Tender No. and work.

5. Tenders must be submitted to the undersigned at the address given above (Room No. 104) latest by **22.05.2008** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **22.05.2008**. 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. 50,000/- (Rupees Fifty Thousands only)** 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.
7. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
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 CPSUs as per Guide lines of Govt. of India.

**Sr. DGM/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@bhelsnr.co.in](mailto:sku@bhelsnr.co.in), [msd@bhelsnr.co.in](mailto:msd@bhelsnr.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 may not be considered.

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

**Sr. DGM/SCP**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt. of India Undertaking)**  
Power Sector-Northern Region,  
Room No. 104, Plot no. 25, Sector 16 A,  
NOIDA -201301 (INDIA)

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

## **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 are 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. Vendor shall submit Quality Plan/Manufacturing Plan for review and approval of BHEL.

2.1.5. In case of foreign bidder offer submitted through an Indian Company, the Principal's technical offer only should be enclosed.

**2.1.6. Bids shall be submitted in Indian Rupees only.**

### **2.2 Commercial**

This part shall include / indicate the following :

2.2.1. Terms of payment

2.2.2. Taxes & duties applicable.

2.2.3. Delivery Schedule

2.2.4. Offer validity

2.2.5. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

**NOTE:-** The bidders to confirm acceptance of above commercial terms in line with the terms and conditions given in this NIT. Normally no deviations are allowed (Techno-Commercial). In case of deviation, if any, the same shall be dealt as per clause 2.1.2 given above.

## **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 tender opening date. 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 PRICE BASIS: Bidders shall quote their Firm Prices on FOR Chennai Port Basis.** Prices quoted by the bidder shall be firm and not subject to any escalation whatsoever during the period of execution of the Purchase Order. Detailed procedure along with documents required for custom clearance shall be furnished at the time of placement of order. **No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed.** Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and / or purchase at the risk and cost of supplier.

**5.3 Bid currency: Bidders should submit the prices only in Indian Rupees.**

**5.4 Terms of Delivery:** Delivery at Chennai Port within 15 days of issue of order. **Bidders are to quote their best possible delivery schedule at Chennai Port basis.** Delivery shall be counted from the date of Letter of Intent/Order. 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 shall quote their Firm Prices on FOR Chennai Port Basis. This is a Physical Export Project, the materials are required for Kostit TPP, Sudan. Hence, bidders shall quote applicable taxes & duties accordingly. Requisite ARE-1 Forms shall be issued by the supplier, which shall be duly got endorsed by BHEL through Customs. Shipment from Chennai Port to Sudanese Port shall be arranged by BHEL.

**5.6. Validity :** The offers shall be kept open for acceptance for **45 days (Forty Five days)** from the date of opening of the tender (Part I).

### **5.7 Terms of Payment:**

**5.7.1** The payment terms are indicated below :

“90% of the ordered value along with Taxes/Duties , if any, shall be paid against dispatch documents & balance 10% payment shall be made within 30 days after receipt of material at Chennai Port

**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 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 10% 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 Evaluation of the bids.

**5.9 Warranty/Guarantee:** 12 months from the date of dispatch for any manufacturing defect.

**5.10 Risk purchase :** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

**5.11 Inspection & Testing:** All goods are subject to BHEL/Third Party inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final.

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

**5.13 CENVAT credit:** 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 Transit Insurance:** To be arranged by BHEL. However, the supplier to furnish dispatch details by FAX/e\_mail immediately after dispatch.

**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" as per following address;

**NATIONAL ELECTRICITY CORPORATION  
99, GAMA' A AVENUE  
P.O. BOX 1380  
KHARTOUM – SUDAN  
TEL: 249-183-776321  
FAX: 249-183-782188**

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

### **ANNEXURE-I**

#### **SCOPE OF SUPPLY & RATE SCHEDULE**

<b>STRUCTURAL FOR KOSTI TPP (4X125 MW UNITS), SUDAN</b>				
<b>SL NO</b>	<b>DESCRIPTION</b>	<b>QTY REQD (MT)</b>	<b>RATE/ MT (RS)</b>	<b>AMOUNT (RS)</b>
<b>AA</b>	<b>STRUCTURAL STEEL(ANGLE)</b>			
<b>1.0</b>	<b>ISA 75X6, GRADE A, IS:2062</b>	<b>50</b>		

**NOTES:-**

- 1.** 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.
- 2.** In case of any mismatch between 'Total Amount based on Unit Rate' & 'Total Amount as quoted', the higher of the two shall be considered for evaluation and the lower of the two shall be considered for award.
- 3.** QUANTITY TOLERANCE ALLOWED +/- 5% ON TOTAL QUANTITY