

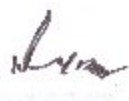
BHEL/ PSSR/PUR/EC-19011

dt 11 05 09

TENDER ENQUIRY

FOR

SUPPLY OF 1 NUMBER HEAVY LIFT CRAWLER
MOUNTED LATTICE BOOM HYDRAULIC CRANE FOR
800 MW BOILER PROJECT AS PER TENDER &
TECHNICAL SPECIFICATION



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1. NOTICE INVITING TENDER

BHEL Power Sector, Southern Region invites bids for the following item required at BHEL sites in India.

Enquiry No & Date	Description	Last Date of Tender Submission & opening
EC 19011 / 11 05 09	Supply of 1 number heavy lift crawler mounted lattice boom hydraulic cranes, Critical Loads to be handled by offered Crane (360° slew) a) Minimum 265 MT below hook at minimum 18 M radius with minimum clear height of 116 M combination. The hook block with a ceiling girder flange width of 1.5 M must not foul with the boom at girder elevation (Top of girder) of 111 M. At this elevation, a minimum clearance of 0.50 M must exist between the boom and the girder flange. A lifting drawing showing clearances between the boom and the girder flange shall be submitted with the technical offer. b) Minimum 10 MT below hook at minimum 50 M radius with minimum clear height of 140 M under hook with suitable boom and jib combination. Note: Above capacities should be met either with the basic crane or with suitable capacity of the crane to meet above requirements.	<u>09/06/2009</u> <u>15.30 Hrs</u> <u>(IST)</u>

QUALIFYING REQUIREMENTS /PAST EXPERIENCE OF BIDDERS.

1. BIDDER SHOULD HAVE BEEN MANUFACTURING AND SUPPLYING CRAWLER CRANE OF 600 MT OR HIGHER CAPACITY FOR ATLEAST PAST THREE YEARS.
2. BIDDER SHOULD HAVE SUPPLIED MINIMUM TWO UNITS OF QUOTED OR HIGHER CAPACITY CRAWLER CRANES AND SHOULD BE IN OPERARTION ANYWHERE IN THE WORLD.
3. THE OFFERED CRANE MODEL SHOULD MEET SPECIFICATIONS OF THIS TENDER AND SHOULD BE IN CURRENT MANUFACTURING RANGE.

NOTES:

1. The bidder shall either be Manufacturer of the offered crane or their Authorized Indian agent. In case the bidder is an authorized dealer, they shall submit authorization of the manufacturer along with the technical bid. Dealer-Manufacturer linkage shall be submitted along with the technical bids, incase, offer



is submitted by the dealer / agent. In the absence such linkage, bidder's offer is liable to be rejected.

2. The bidders shall enclose details/documents in support of "QR" given above in their **TECHNICAL BID (Part-1)**. For each qualifying Requirement given above, the bidder shall submit the documents Specifically in line with qualifying requirements, such as copies of Relevant Purchase orders, contact details of clients with address and Phone numbers, Certificates related to supply and operation of cranes etc as applicable along with technical bid.
3. The Tender comprise of following;
 - (1) Technical Specifications.
 - (2) Special terms and conditions
 - (3) General terms and conditions
 - (4) Rate schedule (Price bid)
4. Tenders must be submitted to the undersigned latest by **09-06-09** before opening of **TECHNICAL BID** commences. Technical bid shall be opened at **15.30** Hrs on **09-06-09**.
5. The **port** of delivery for THIS crane shall be **CHENNAI** in India.
6. BHEL reserves the right to accept or reject any or all tenders with out assigning any reason what so ever.
7. BHEL reserves the right to go for a reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation . As such the bidders should submit their best prices in the sealed price bid. How ever , bidders are required to confirm their acceptance of "General terms and conditions" governing reverse auction specifically in their technical bid. The general terms and conditions governing reverse auction are given in the Annexure of tender enquiry. Bidders are also required to furnish following details in their techno commercial bid, for this purpose (RA).

Authorization of representative who will participate in the on line reverse auction process;

 - a) Name and designation of official
 - b) Postal Address (Complete)
 - c) Telephone Nos.(Land line & Mobile both)
 - d) FAX No
 - e) E-mail address
 - f) Name and Place /State/Country, where from he will participate in the reverse auction.
8. Bids once submitted shall not be returned.
9. Purchase preference will be given to Indian **CPSUs** as per Guide lines of Govt of India.


For AGM/P&S.

2. SPECIAL TERMS AND CONDITIONS.

Sealed tenders in duplicate in two part bid system ie Part-I- Techno commercial bid and Part-II- Price bid are invited for supply, supervision of installation and commissioning of ONE number heavy lift crawler mounted lattice boom hydraulic crane as per detailed specifications so as to reach us on or before the date of opening. The tenders (Part-I only) will be opened at 15.30 Hrs (IST) on 09-06-09.

The tenderers are advised to submit the bid in conformity with the following.

1. Offer should be submitted in **TWO PART BID** system as under:

1. 1. **(Part-1) – TECHNO-COMMERCIAL BID** should include the following:-

- i) Technical specifications of the offered cranes as per Annexure-II along with necessary catalogues, drawings, load charts and technical literatures for engine, torque converter, load moment device, pumps and motors of the offered crane.
- ii) List of essential spares as required against Sl.No.20 of Technical specifications (Annexure-II) of the enquiry. It may be noted that the list of essential spares should be as per Sl. No. 20 of Technical Specifications only.
- iii) The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I). For each qualifying requirement given above the bidder shall submit the documents specifically in line with the Qualifying Requirements, as given above in the NIT.
- iv) Authorization from the manufacturer of offered crane in favor of the dealer, in case the bidder is an authorized Indian dealer.
- v) Order shall be placed on the original manufacturer only.
- vi) Details of safety devices/controls to be provided in the crane as standard and as optional.
- vii) DETAILS OF SHIPPING
- viii) Rate Schedule(Un-priced), Rate Schedule (Optional) (Un-priced)-with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.
- ix) Details of service facilities available in India for **'After Sales Service'**.



- x) Acceptance to Commercial terms and conditions.
- xi) '**Deviation statement / No Deviation CERTIFICATE** ' from tender conditions of this NIT.

1.2. Part II (PRICE BID):-

- i) As per Rate Schedule format enclosed (Annexure-IV)
 - ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote the rates as per rate schedule only, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting/erasing/over writing shall be done in the price bid, or correction if any shall be duly authenticated by the signatory.
2. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I Techno-Commercial Bid :-

Tender for :
Tender No.

Due on :

Part II (Price bid)

Tender for :
Tender No.

3. Both Part I and Part II should be individually sealed and superscribed as indicated above and shall be enclosed in one main envelope duly sealed and superscribed as:

Tender for :

Tender No. :

Due on :

Containing Part I and Part II of the offer.

4. The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.



5. Inspection and Supervision of Installation & Commissioning & Training
The supplier shall offer the cranes for inspection and for load test at manufacturer's works as per international norms and as per mutually accepted quality plan, according to the load charts supplied along with the offer. The tests shall be carried out in presence of BHEL Engineers or its nominated representative.

Installation and commissioning of cranes at site will be under supervision of competent engineer from the manufacturer. The Load test and Acceptance Test shall be carried out on assembly/commissioning of cranes at site in presence of Engineers from manufacturer and equipments will be taken over on successful completion of such tests. At each site, load test shall be carried out with available load.

TRAINING:- Necessary training for operation & maintenance shall be given to two BHEL personnel free of charge for two weeks at manufacturers works and again at site for another two weeks during commissioning.

6. The delivery required shall be 10(ten) months from date of receipt of P.O. However, tenders should indicate the best possible delivery period.
7. Offers should be valid for a period of 90(Ninety) days from the date of opening of Techno-Commercial bid (Part-I).
8. Service support of the equipment under purchase is of utmost concern. Tenders shall elaborate on the service network and spare parts availability which are to be ensued to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenders shall indicate the maximum possible time in making the services available from places outside India.
9. The equipment being offered, should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50° C. The electrical and controls should be tropicalised to withstand such climatic conditions.
10. In case the equipment is offered from outside India, the tenders shall also submit following information along with techno-commercial bid (Part-I).
 - a) Gross/Net weight of Equipment along with accessories in KGs.
 - b) Volume of cargo in packet condition in Cubic Meter
 - c) Number of packages and their individual weight/volume in MKS system, along with tentative shipping list.
 - d) Name of the nearest load port and its distance from works.
 - e) Approx. voyage time from load port to the port in India.



- f) Ocean freight from load port to the port in India. To be furnished in Rate Schedule format-Annexure-IV
- g) 'Name of Original Foreign Supplier with their complete addresses on whom order is proposed to be placed/issued.
- h) In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.

Notes: i) Letter of Credit (L/C) can be opened only in the name of the original foreign supplier and it should be same on whom Purchase order is to be issued L/C shall be established by BHEL about 60(Sixty) days prior to shipment of each crane FOR THE 100% order value however payment shall be released as per clause 'Payment Terms of the NIT. The supplier shall intimate dispatch plan well in advance. Indian suppliers shall not be paid through L/C.

For evaluation of bids, since the bids are expected to be in different currencies, 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.

- iii) Normally no deviation to the tender conditions is accepted. In case of any deviations taken by bidders and not withdrawn subsequently, BHEL reserves the right to either reject the offer or load the offer appropriately for evaluation purpose, based on nature of deviation. The loading criterion in such cases will be communicated to the bidders which will be final and binding.

11. Payment Terms: The supplier shall adhere to the following payment terms.

- a) 80% of Ex-Worker/FOB value of crane and spares against dispatch documents.

The set of dispatch documents for 80% payment shall be as follows:-

- Three Original of tax invoices (Invoice). The invoice to clearly indicate detail of spares (As per point No. 20 of Tech. Specs.) and lubricants/consumables (Required for commissioning of crane) dispatched along with crane.
- Full set of clean on Board Bill of Lading-In Original (in case of foreign supplier)
- One original and one copy of packing list.



- Certificate of Country Of Origin issued by appropriate authorities. (In case of foreign supplier)
 - Load Test Certificate of the Crane at Manufacturer Works, duly certified by BHEL or its Authorized Agency or its waiver.
 - Warranty Certificate for the goods.
 - Certificate confirming that three sets of Catalogue of crane model supplied, operating & maintenance manuals, parts list of crane supplied. Shop manual for bought out items & boom repair manual have been dispatched to BHEL, with proof of dispatch.
 - Certificate confirming "goods supplied are new".
- b) 100% Taxes/Duties as applicable against dispatch documents.
- c) 10% of Ex-Works/FOB value of crane and spares on installation, testing and commissioning of crane at site.
- d) Balance 10% of ex-works/FOB value of crane and spares along with Supervision charges for assembly, testing and commissioning of crane at BHEL site within 30 days of commissioning/acceptance test at site against Performance bond/Bank Guarantee of 10% of order value.
- e) 100% Ocean freight and Insurance charges, as applicable, on receipt at port and custom clearance of the total consignment (crane and spares) in case of foreign supplier.

NOTES:-

Tenders are required to specifically confirm acceptance of these payment terms in their techno-commercial offer (Part-I Bid).

12. WARRANTY

The crane offered shall carry a warranty for a period of 12 months from the date of installation at site or 2000 hrs. of operation, whichever occurs earlier. Rectification/replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc., payable on replacement items.

13. The supplier shall provide three free service visits of Their Service engineer from Indian Service Centers independent of manufacturer



- service Engineer's visit, during the warranty period. Each visit shall be of at least two days Duration at site. In addition to above, for each of the crane the supplier shall also Provide here free visits of Manufacturer's service engineer during the warranty Period. These free visits shall be in addition to deployment of service engineers by the supplier to attend to break downs, if any, during the warranty period.
14. All lubricants/consumables (except fuel) required for successful commissioning of the crane shall be supplied along with the crane without any extra cost.
 15. No separate Indian agents commission will be payable. The bidder to confirm this Specifically in their techno-commercial bid.
 16. On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract/order either on EX-WORKS (For Indian Suppliers). FOB 'OR' on C&F/CIF (For Foreign Suppliers) basis at its sole discretion.
 17. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the latter shall prevail.
 18. Unsolicited rebate/discount shall not be accepted after bid opening.
 19. All sheets of the offer should be duly signed and stamped by the tenderers and should be submitted along with the Part-I bid.
 20. Delivery Instructions: The Crane complete with its spares shall be dispatched as one lot only in break bulk cargo and no part consignment shall be acceptable. The supplier to ensure following essential requirements while arranging shipment.
 - a) Ship must not be beyond 25 years of age.
 - b) Ship must be accredited by Transchart or Lloyds.
 - c) Ship must not be flagged by Lagos, Panama, Singapore and Hong Kong.



for AGM/ P&S



3. GENERAL TERMS AND CONDITIONS

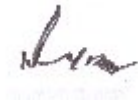
1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc., should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of effecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause II of "SPECIAL TERMS AND CONDITIONS" (enclosed.)
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. 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 forfeiture of S D and or purchase at the risk and cost of supplier.
7. The supplier shall communicate 'Acceptance of the Purchase Order' within 15 days from the date of issue.
8. Security Deposit (S.D) : The successful bidder shall furnish a Security Deposit (SD) in the form of Bank Guarantee for an amount equivalent to 10% of FOB/Ex Works value for the satisfactory execution of the Purchase Order (PO) in accordance with the terms and conditions and delivery specified in the PO. The BG shall remain valid till completion of delivery period plus two months. The BG shall be submitted as per the format given in this tender enquiry (Annexure-III). The supplier shall extend the validity of the BG in case of delay in delivery. The bank guarantee (BG) shall be submitted from a Bank as per the list enclosed. 'OR' from any other scheduled Bank in India. However, discretion of its acceptance shall lie solely with BHEL. The supplier shall submit the S.D three months prior to shipment of the crane. The above SD shall be returned after receipt of 'Performance Bank Guarantee' as mentioned against Sl. No. 12 below.
9. Where Sales Tax/VAT is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax/VAT Registration No. in offer.
10. Liquidated Damages : It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order



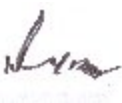
- should be made within the time limit prescribed. Where the seller supplies or despatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 5% (five percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief of compensation due to the purchaser under any other condition to the contract.
11. Inspection ; All goods and work are subject to our inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the crane at manufacturers works in presence of engineers from BHEL Load test shall also be carried out with available load at site as per load chart of the crane.
12. SD / Performance Bank Guarantee : The crane will be guaranteed by the tenderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of commissioning at site or 2000 hours of operation whichever is earlier. Any material found defective or falls within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost and any other charges including to and fro transportation charges etc., will also be borne by him. A Bank Guarantee from bank as per enclosed list of banks or any other scheduled bank in India, and equal to 10% of the FOB/EX WORKS value and valid upto 12 months from the date of installation and commissioning of crane at site for the satisfactory performance of the crane shall be furnished at the time of claiming final 10% payment. Discretion of acceptance of BG from any other scheduled bank in India, shall be solely with BHEL.
13. **INSURANCE** : Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 90 days storage risk from the date of delivery of the goods at the final destination.
- In all other cases, supplier must furnish particulars of despatch i.e., station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc., for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.
- Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.
14. Metric System : Tenderers are requested to give metric measurements while quoting.



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 the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the 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).
16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only



for AGM/P&S



Annexure I**4. GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this NIT for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform to the vendor in writing, in case of reverse auction along with the details of Service Provider to enable them to contact & get trained.
4. "Business rules' like event date, time, Start price, bid decrement extensions etc., also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction.
6. BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at "Total Value Based on Rate Schedule".
7. Reverse auction will be conducted on scheduled date & time
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. Sealed bid Reverse Auction : The opening bid (in the initial auction) of the bidders shall be same as the quoted in their Final Sealed price



- submitted to BHEL. The bidders shall confirm in writing to BHEL that their opening bid (in both cases) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Part-I).
12. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted. BHEL shall take action as appropriate.
 13. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
 14. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
 15. In case BHEL decides not to go for Reverse Auction procedure for the tender enquiry, the Price bids and price impacts. If any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.



5. TECHNICAL SPECIFICATION**Annexure II**

Sl. No	<u>TECHNICAL SPECIFICATION HEAVY LIFT CRAWLER MOUNTED LATTICE BOOM HYDRAULIC CRANE.</u>
1	Description : Crawler Mounted Lattice Boom Hydraulic Crane
2	Standard :- As per DIN/ISO/ANSI/BIS Standard
3	Stability Rating – 75%
4	<p>Critical Loads to be handled by offered Crane (360° slew)</p> <p>a) Minimum 265 MT below hook at minimum 18 M radius with minimum clear height of 116 M combination. The hook block with a ceiling girder flange width of 1.5 M must not foul with the boom at girder elevation (Top of girder) of 111 M. At this elevation, a minimum clearance of 0.50 M must exist between the boom and the girder flange. A lifting drawing showing clearances between the boom and the girder flange shall be submitted with the technical offer.</p> <p>b) Minimum 10 MT below hook at minimum 50 M radius with minimum clear height of 140 M under hook with suitable boom and jib combination.</p> <p>Note: Above capacities should be met either with the basic crane or with suitable capacity of the crane to meet above requirements.</p>
5	Boom hoisting, slewing, main/aux. hoisting, travel drives etc.: All Hydraulic drives
6	Central Ballast:-Base Frame for full ballast to meet offered load chart.
7	Engine:- Turbo charged water/coolant-cooled diesel engine of adequate power, preferably CUMMINS/CATERPILLAR make
8	Winches:- All four winches (main hoist, jib hoist and a boom/derrick hoist) to be operated by hydraulic motors, drum with integrated planetary and spring applied hydraulically released disc brake.
9	Crane cabin:- Spacious cabin, swiveling sidewise with operating and control/monitoring instrument
10	Crane Operation:- Multiple movements simultaneously.
11	<p>Safety devices:- The crane shall be equipped with all the following safety devices:</p> <p>a) Cut off devices with exceeding the permissible load moments. Electronic control to stop all dangerous operation in case of instability. Safe load indicator with visual display in operator's cabin for load chart, maximum allowed load, gross load, net load on hook, operating radius and single boom/jib length, book/jib sheave height etc., and fault display</p> <p>b) Safety valve against pipe and hose rupture</p> <p>c) Hoist & boom hoist limit switches</p> <p>d) Display arrangement for self error detection system</p> <p>e) Anemometer</p> <p>f) Self Test System</p> <p>g) Electronic inclinometer</p>

12	Electrical System :- 24 V DC
13	Aviation Light : 24 double flash light mounted on lattice boom or jib head with battery charges 220/24 V
14	Hook Block: Suitable Hook blocks of approximately 400-450 MT, 200-250 MT, 100 MT capacities and a ball hook block to be provided. Modular Hook block also acceptable
15	Tool Box: It shall contain track adjusting hydraulic jacks, 4 Nos. Boom handling slings besides Standard Hydraulic Test kit and Standard Tool Kit.
16	Observation Camera: 2 Nos. to be installed at superstructure in winch area with a single common monitoring unit in crane cabin for observation of winches
17	Self Erection System : The crane should consist of self erection system
18	Spare Parts a) 2 Nos. Lattices of 6M length of each size of lattices pipes used in boom sections. (b) 6 sets of Engine Filters and Hydraulic Filters
19	Experience – Bidder shall meet all the following requirements: a) Bidder should have been manufacturing and supplying crawler cranes of minimum 600 MT capacity or higher for at least past 3 years. b) Minimum 2 units of quoted capacity of higher capacity crawler cranes should have been supplied and working any where in the world. c) Offered model should be in current manufacturing range d) Offers can be submitted directly or through Indian Agent
20	Commissioning: Supervision of assembly and commissioning of crane shall be provided at BHEL site by the vendor.
21	After Sales Service Facility: The manufacturer or his authorised service provider shall have suitable infrastructure in India to adequately take care of after sales servicing/repairs of the crane. 6 periodic service visits each of 2 days duration shall be provided by the Service Engineer of the Indian Agent & 3 visits shall be provided by the manufacturer service engineer during warranty period.
22	Inspection – Crane shall be inspected and load tested at manufacturers' works and at BHEL site as per international norms and mutually accepted quality plan, according to the load charts supplied along with the offer.
23	Training : Necessary training for operation & maintenance shall be given to two BHEL personnel free of charge for 2 weeks at manufacturers works and again at site for another 2 weeks during commissioning
24	Drawing/Documentation 3 sets-operation and maintenance manual along with equipment part list, shop manual (for bought out items) boom repair manuals are to be submitted to the customer during the time of delivery of the equipment.

(Signature and Seal of Tenderer)



6. BANK GUARANTEE FORMAT

Annexure III

Formats for execution of Bank Guarantees:

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grindlays Bank & 13.Bank of America)

S D / PERFORMANCE BANK GUARANTEE

1. In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House', SIRI Fort, New Delhi 110 049) through its PSSR Division located at CHENNAI 600035, (hereinafter called "the Company") having entered into a contract with hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: dated between BHEL, PSSR,CHENNAI and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs for the due performance of the equipment to be supplied under Bharat Heavy Electricals Limited PSSR

the above referred contract and for the fulfillment of all the terms and conditions of the contract. We (indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs



3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this agreement is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram Bharat Heavy Electricals Limited PSSR or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)



8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at CHENNAI.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

11. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. In witness whereof we (indicate the name of Bank) have hereunto set out Bank Seal the Day month 200..



7. RATE SCHEDULE**Annexure IV**

Sl. No	DESCRIPTION		UNIT PRICE
1.0	Total Ex Works/FOB Price including packing & forwarding , for supply of 1 number heavy lift crawler crane as per detailed specification enclosed with tender enquire and technical specifications.	A	A+B+C+D
1.2	Total price for essential spares Each crane shall have 6 sets of filters for Engine, (air, oil, fuel and water) and hydraulic tank and hydraulic system	B	
1.3	2 Nos Boom lattices of 6 mtr length for each size of lattices pipes used in boom section of the offered crane.	C	
1.4	Supervision charges for assembly testing & commissioning of crane at the BHEL site.	D	
2.0	SHIPPING (OCEAN) FREIGHT UP TO CHENNAI SEAPORT IN INDIA (FOR FOREIGN SUPPLIERS)		
3.0	Insurance (Marine) charges from manufacturing works to Chennai Sea Port in India (For Foreign suppliers)		
	Grand Total CIF CHENNAI PRICE in Foreign currency. 1 to 3		
	*Foreign currency to Indian currency conversion factor		
	*Grand Total CIF CHENNAI PRICE in Indian currency .1 to 3		

*applicable for Reverse Auction ie during ON LINE BIDDING ON INTERNET

Notes.

Bidders are required to quote for each and every item from 1 to 3 as indicated above. Please indicate NA against items not applicable. All bidders shall indicate FOB price & supervision Charges separately against items of Sl.no 1 .4 of the above schedule. Foreign suppliers shall submit the ocean freight and insurance in Slno 2 & 3 .

2.0 Any other charges, if not specified above, may also be indicated.

3.0 Incomplete offer received may not be considered.


4.0 The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.



5.0. The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-1), confirming specifically that all the items of the Rate Schedule have been quoted.

- 6.0 In case of Indian bidders cenvat/modvat credit (For Indian Bidders): The quotations must indicate Tariff item Number and rate/value of Ex-Duty applicable and CENVAT credit available to BHEL in such case party shall raise Cenvatable Invoice as per Excise Law/Rules. The amount of CENVAT Credit to BHEL will be considered while evaluation the bids.

(Signature and Seal of Tenderer)



Handwritten signature in black ink.

Annexure IV A**RATE SCHEDULE****OPTIONAL ITEMS (NOT TO BE CONSIDERED FOR EVALUATION)**

Sl.No	DESCRIPTION	PRICE in Indian Rupees
1	AMC of one Crane for two years after expiry of Guarantee Period (Price Validity : 2 years from the date of order placement)	
2	Supervision Charges per day in case of overstay of Expert beyond stipulated period during AMC of Crane	
3	Price of Luffing Jib including all the accessories (If combination available for the offered crane) varying from 60 M to 70 M Long	
4	Recommended spares for 2 years of trouble free operation beyond warranty period of crane	Price List to be attached separately.
5	Clearance at the Chennai port, port handling and transportation up to the distance of 500 KM from the port to the destination, including transit insurance. Additional shall be payable for the distance more than 500 KM at prorata.	Price List to be attached separately.

Signature of the tenderer.



8 CHECK LIST**(Check List - to be filled and submitted along with Offer)**

BHEL Commercial Terms and Conditions applicable for Indian bidders	Bidder's Confirmation (Yes / No) Comments
Technical confirmation to BHEL's Specification as called for in BHEL Format is furnished	
Prices have been quoted item wise only as per the model format enclosed.	
Prices have been quoted on "FIRM PRICE" basis only. The prices are on FOR/Dispatching Station basis inclusive of Packing & Forwarding charges if any. Applicable % of ED, Sales Tax & any other taxes have been mentioned.	
Validity of offer is for a minimum period of 90 days from the date of Tender opening	
Delivery period from the date of Letter of Intent has been mentioned in the offer.	
Confirmation for acceptance of Liquidated damages @ ½% per week subject to a maximum of 5% of the order value has been given in the offer.	
Confirmation for acceptance of Payment terms is available in the offer:	
Erection / commissioning charges if any has been mentioned in the offer or else confirmation that erection / commissioning shall be done at free of cost is available in the offer.	
Confirmation for submission of Performance Bank Guarantee (PBG) is available in the offer:	
Confirmation that any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, PSSR basis is available in the offer.	
Confirmation that all Equipment ordered will be inspected and proved at vendor's works prior to	



dispatch. However final inspection and acceptance of equipment will be after installation at BHEL,PSSR.	
Confirmation that the equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
Confirmation that the vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical specification, in the required number of copies at no extra cost.	

NOTE:-

a) It is confirmed that all the terms and conditions stipulated in the Tender have been fully understood by us and all clarifications & details have been obtained.

b) Confirmation for acceptance to Payment terms, LD, & Submission of CPBG & PBG are mandatory and essential for consideration of offer.

Signature & Office Seal of the bidder



Check List - to be filled and submitted along with Offer

Commercial Terms and Conditions applicable for foreign bidders	Bidder's Confirmation (Yes / No) Comments
Technical confirmation to BHEL's Specification as called for in BHEL Format is furnished.	
Prices have been quoted item wise only as per the model format enclosed.	
Prices have been quoted on "FIRM PRICE" basis only. The prices are on FOB/FCA basis inclusive of Packing & Forwarding charges if any.	
Validity of offer is for a minimum period of 90 days from the date of Tender opening	
Delivery period from the date of Letter of Intent has been mentioned in the offer.	
Confirmation for acceptance of Liquidated damages @ ½% per week subject to a maximum of 5% of the order value has been given in the offer	
Confirmation for acceptance of Payment terms (for Foreign Principal) is available in the offer:	
Confirmation for acceptance of Payment terms for Indian Agent is available in the offer.	
Erection / commissioning charges if any has been mentioned in the offer or else confirmation that Erection / commissioning shall be done at free of cost is available in the offer.	
Confirmation for submission of Performance Bank Guarantee (PBG) is available in the offer:	
Confirmation that Part Shipment or Transshipment will not be done	
Confirmation that in case of any short shipment in the main equipment / spares, where separate rates are not available in the contract, the customs duty levied on such supplies , shall be borne by the supplier / Indian agent is available in the offer.	
Confirmation that any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL,PSSR, CHENNAI basis is available in the offer.	
Confirmation that all Equipment ordered will be inspected and proved at vendor's works prior to dispatch. However final inspection and acceptance of equipment will be after installation.	



Confirmation that the equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
Confirmation that the vendor shall provide necessary drawings, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	

NOTE:-

c) It is confirmed that all the terms and conditions stipulated in the Tender have been fully understood by us and all clarifications & details have been obtained.

d) Confirmation for acceptance to Payment terms, LD, & Submission of CPBG & PBG are mandatory and essential for consideration of offer.

Signature & Office Seal of the bidder



9. *TENDER*

CERTIFICATE FOR NO DEVIATION

I, _____

Of

M/s _____

_____ hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER



10. INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART.

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART.

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s) / Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information



through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

2.1 The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s) / Contractor(s) will not commit any penal offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s) / Contractor(s) from the tender process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub – Contractors

- 6.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose



contract value is more than 20% of Bidder's / Contractor's contract value with the Principal.

- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders / Contractors / Sub – Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub – contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub – contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this,



the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD BHEL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BHEL has not, within reasonable time, take visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word " Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/Contractor
(Office Seal)

Place: _____

Date : _____

Witness : _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

