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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1316

TENDER SPECIFICATIONS

FOR

**SUPPLY OF TWO NUMBER HEAVY LIFT CRAWLER
MOUNTED LATTICE BOOM HYDRAULIC CRANES
FOR ERECTION OF 500 MW BOILERS**

PART I – TECHNICAL BID



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



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1316

IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL Sites in India :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/MSDB/ E-1316	Supply of Heavy Lift Crawler Mounted Lattice Boom Hydraulic Cranes required for erection of 500 MW Boilers as per detailed specifications enclosed with tender enquiry. Quantity Required - Two Nos.	08.12.2006 3.30 PM (IST)

Notes:

1. For detailed tender enquiry, please visit **BHEL web site** www.bhel.com
2. Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) from Indian bidders 'OR' US dollar 5000/- (US Dollar Five Thousand only) from foreign bidders. Tenders not accompanied with full EMD will not be considered.
3. Purchase Preference will be given to CPSUs as per Guidelines of Govt. of India.

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and OHSAS 18001
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NOTICE INVITING TENDER

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QUALIFYING REQUIREMENTS / PAST EXPERIENCE OF BIDDERS:-

- (i) BIDDER SHOULD HAVE BEEN MANUFACTURING AND SUPPLYING CRAWLER CRANE OF QUOTED 'OR' HIGHER CAPACITY FOR AT LEAST LAST FIVE YEARS.
- (ii) BIDDER SHOULD HAVE SUPPLIED MINIMUM TWO UNITS OF QUOTED 'OR' HIGHER CAPACITY CRAWLER CRANES OUTSIDE THE COUNTRY OF THEIR MANUFACTURE AND SHOULD BE IN OPERATION.
- (iii) THE OFFERED CRANE MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE.

NOTES:

1. The bidder shall either be Manufacturer of the offered crane or their authorized dealer. In case the bidder is an authorized dealer, they shall submit authorization of the manufacturer along with the technical bid. The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I).
2. The Tender Documents comprise of following;
 - (1) Technical specifications.
 - (2) Special Terms & Conditions.
 - (3) General Terms & Conditions.
 - (4) Rate Schedule (Price Bid)

3. 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)**.
4. 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 08.12.2006**. Request for issue of tender document should clearly indicate Tender No. and work.
5. Tenders must be submitted to the undersigned latest by **08.12.2006** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **08.12.2006**.
6. **Earnest Money Deposit (EMD)** : Refundable, Non-interest bearing **EMD of Rs. 2,00,000/- (Rupees Two Lacs only)** from Indian bidders or **US dollar 5000/- (US Dollar Five Thousand only)** from foreign bidders shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA.
7. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
8. The port of delivery for these cranes shall be Kolkata/Haldia and Mumbai in India. **However, the port of deliveries as mentioned above are subject to change as per deployment plan at the time of delivery.**
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. **BHEL also reserve the right to process this tender on 'Reverse Auction' basis.**
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.

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Annexure 1

Sl. No.	TECHNICAL SPECIFICATIONS/PARTICULARS OF HEAVY LIFT CRAWLER CRANE REQUIRED FOR ERECTION OF 500MW BOILERS	DETAILS TO BE FURNISHED BY THE BIDDER
1	Description-- Crawler Mounted Lattice Boom Hydraulic Crane.	
2	Standard-- As per DIN/ANSI/BIS Standard.	
3	Stability rating-- 75%	
4	Critical Loads to be handled by offered crane (360° slew)-- (a) Minimum 136 MT (Excluding Weight of hook block and lifting slings) at minimum 20 M radius with minimum clear height of 97 M under hook. (b) Minimum 10 MT (Excluding Weight of hook block and lifting slings) at minimum 20 m radius with minimum clear height of 106 m under hook. Note: If the offered crane is capable of meeting the above load lifting requirements with a Heavy Lift attachment, then only a Ringer attachment will be an acceptable Heavy Lift Attachment.	
5	Main boom and Luffing jib requirement The basic crane will have suitable combination of boom plus luffing jib. If the offered crane is with a Ringer attachment, in ringer configuration, it shall have suitable combination of boom plus fixed/luffing jib.	
6	Type of drives for Boom hoisting, slewing, main/aux. hoisting, travel etc : ALL should be Hydraulic drives.	
7	Central Ballast-- Base Frame for full ballast to meet offered load chart.	
8	Engine-- Turbo charged water/ coolant-cooled diesel engine of adequate power, preferably CUMMINS/CATERPILLAR make.	
9	Control levers-- Fully electronic synchronizing device by two four-way control levers and two two-way control levers, self-centering joy sticks type.	
10	Winches-- All four winches (main hoist, jib hoist and boom/derrick hoist and luffing jib) to be operated by hydraulic motors, drum with integrated planetary and spring applied hydraulically released disc brake.	
11	Crane Cabin-- Spacious, all steel construction cabin, swiveling sidewise with operating and control/monitoring instruments.	
12	Crane operation-- Multiple movements simultaneously.	
13	Safety devices-- The crane shall be equipped with all the following safety devices: a) Cut off devices when 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 & angle, boom / jib length, boom / jib sheave height etc. and fault display. b) Safety valve against pipe and hose rupture. c) Hoist & boom hoist limit switch. d) Drum limit switch at last three turns of wire rope for each drum. e) Display arrangement for self error detection system. f) Anemometer. g) Self Test system. h) Electronic inclinometer.	
14	Electrical system-- 24 V DC	
15	Aviation Light-- 24 V double flash light mounted on lattice boom or jib head with battery charger 220 / 24 V.	

16	Hook block-- Suitable hook blocks of approximately 450 MT, 250 MT, 150 MT, 100MT and 50 MT capacities , and a ball hook block to be provided.	
17	Tool Box – Each crane shall contain (a) 2 Nos. track adjusting hydraulic jacks and (b) 4 Nos. Boom handling slings besides Hydraulic Test Kit and Standard Tool Kit .	
18	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.	
19	Brakes-- Disc Brake.	
20	Self Erection System: The crane should consist of self erection system	
21	Over all crawler end to end outer width of the crane -- Not above 10.5 m.	
22	Spare Parts: Essential spares to be supplied for each crane are (I) 6 sets of filters for engine(air, oil, fuel and water) and hydraulic tank and hydraulic system & (II) 2 nos. Boom lattices of 6 Mtr length for each size of lattices pipes used in boom section of the offered crane] List of spares to be supplied in line with above shall be submitted along with technical bid (Part-I) by the bidders.	
23	Experience - Bidder shall meet all the following requirements: (i) BIDDER SHOULD HAVE BEEN MANUFACTURING AND SUPPLYING CRAWLER CRANE OF QUOTED 'OR' HIGHER CAPACITY FOR AT LEAST LAST FIVE YEARS. (ii) BIDDER SHOULD HAVE SUPPLIED MINIMUM TWO UNITS OF QUOTED 'OR' HIGHER CAPACITY CRAWLER CRANES OUTSIDE THE COUNTRY OF THEIR MANUFACTURE AND SHOULD BE IN OPERATION. (iii) THE OFFERED CRANE MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. (iv) OFFERS CAN BE SUBMITTED DIRECTLY BY THE MANUFACTURER OR THROUGH THEIR AUTHORIZED INDIAN DEALER.	
24	Commissioning: Supervision of assembly, testing and commissioning of cranes shall be provided at BHEL sites by the vendor by deploying suitable supervisory personnel to respective BHEL sites.	
25	After Sales Service Facility: The manufacturer or his authorized service provider shall have suitable infrastructure in India to adequately take care of after sales servicing/repairs of the crane. For each of the crane , 6 periodic service visits each of 2 days duration shall be provided by the Service Engineer of the Indian Dealer & 3 visits shall be provided by the manufacturer service engineer during warranty period.	
26	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. At sites, load test shall be carried out with available loads.	
27	Training-- For each crane, 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.	

28	Drawing / Documentation For each of the crane, following documents shall be submitted by the supplier during the time of delivery of the equipment and one set of each shall be part of dispatch documents. (a) 3 sets-- Operating and Maintenance manuals along with equipment part list at the time of delivery of the cranes. (b) 3 sets of shop manual for bought out items (c) 3 sets of boom repair manual	
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SPECIAL TERMS AND CONDITIONS

Sealed tenders in Duplicate in two part bid system i.e. Part-I – Techno-Commercial bid alongwith EMD and Part-II - Price bid are invited for supply, supervision of installation and commissioning of **TWO NUMBERS HEAVY LIFT CRAWLER MOUNTED LATTICE BOOM HYDRAULIC CRANES** as per detailed specifications so as to reach us before the date of opening. **The tenders (Part I only) will be opened at 3.30 PM (IST) on 08.12.2006.**

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 – I) --Techno-Commercial bid alongwith EMD. It should include the following :-

- i) **‘EMD’ by Demand Draft in favour of M/s Bharat Heavy Electricals Limited, Delhi/Noida failing which the offer is liable to be rejected.**
- ii) **Technical specifications of the offered cranes** along with necessary catalogues, drawings, load charts and technical literatures for engine, torque convertor, load moment device, pumps and motors of the offered crane.
- iii) **List of essential spares as required** against **SL NO. 22** of Technical Specifications (Annexure-1) of this enquiry.
- iv) **DOCUMENTS IN SUPPORT OF QRs GIVEN IN THIS ‘NIT’**
- v) **Authorization from the manufacturer of offered crane in favour of the dealer, in case the bidder is a authorized Indian dealer.**
- vi) Details of safety devices / controls to be provided in the crane as standard and as optional.
- vii) **ENGINE DETAIL---MAKE, MODEL,B.H.P /RPM, MAX. TORQUE, SPECIFIC FUEL CONSUMPTION ETC.**
- viii) **DETAILS ABOUT MAXIMUM SINGLE PIECE WEIGHT FOR ROAD TRANSPORTATION.**
- ix) **DETAILS OF SHIPPING DETAIL FOR ROAD TRANSPORTATION.**
- x) **DETAILS OF SUPER LIFT ARRANGEMENT DETAIL (IF AVAILABLE).**
- xi) Rate Schedule (Un-Priced)—with a confirmation that all the items of the Rate Schedule of this NIT have been quoted.
- xii) Details of service facilities available in India for ‘After Sales Service’.
- xiii) Acceptance to commercial terms and conditions.
- xiv) **Deviation statement** from tender conditions.

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format enclosed (**Annexure-II**)
- 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 /overwriting shall be done in the price bid.

2. Following should be superscribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid along with EMD:-

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 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 site, load test shall be carried out with available load.**

Training:- For each crane, 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.

6 **The delivery required at BHEL sites shall be within eight months from date of P.O.** However, tenderers should indicate the best possible delivery period.

7 **Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.**

- 8 **Service support of the equipment under purchase is of utmost concern.**
Tenderers shall elaborate on the service network and spare parts availability which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making the such 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 upto 50⁰ C. The electrical and controls should be tropicalised to withstand such climatic conditions.
- 10 **In case the equipment is offered from outside India, the tenderers shall also submit following information alongwith techno-commercial bid (Part-I) :-**
- Gross / Net weight of Equipment along with accessories in Kgs.
 - Volume of cargo in packed condition in Cubic Meter.
 - Number of packages and their individual weight/volume in MKS system, alongwith tentative shipping list.
 - Name of the nearest load port and its distance from works.
 - Approx. voyage time from load port to the port in India.
 - Ocean freight from load port to the port in India . **To be furnished in Rate Schedule format – Annexure- II**
 - Name and address on whom Order is proposed to be placed .
 - In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.
- Notes:**
- Letter of Credit can be opened only in the name of the original foreign supplier and it should be same on whom Purchase order is also to be issued. **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’, as published in Economic Times (Delhi edition) on the date of Price bid opening. In case of Holiday, rates for previous day shall be considered.**
 - All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. the supplier.
- 11 **Payment Terms:** The supplier shall adhere to the following payment terms for each crane :-
- 80% of ex-works/FOB value of crane and spares against despatch documents.
The set of despatch 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. 19 of Tech Specs) and lubricants/consumables (Required for commissioning of crane) despatched along with each 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.
 - Load Test Certificate of the Crane at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
 - Warranty Certificate for the goods
 - Catalogue of crane model supplied alongwith documents at SL NO. 25 of Technical specifications of this NIT.
 - Certificate confirming that “goods supplied are new”.
 - 10% of ex-works/FOB value of crane and spares on installation, testing and commissioning of crane at site.

- c. 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.
- d. 100% Ocean freight and Insurance charges, as applicable, on receipt and custom clearance of the total consignment (crane and spares) in case of foreign supplier.
- e. 100% payment of custom duty, CVD, custom clearance charges, taxes etc., as applicable, after custom clearance against submission of documentary proof.

NOTES:-

(i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.

(ii) No advance shall be paid.

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 For each of the crane, the supplier shall provide six free service visits of their service engineer from Indian Service Centers 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 three 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 either on FOB 'OR' on C&F / CIF basis at its sole discretion.**
17. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the later 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.

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GENERAL TERMS & 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 affecting 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 11** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

No advance shall be paid.

In case of payment through LC, Bank charges other than LC opening charges will be to the Beneficiary's account.

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.
5. **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 earnest money (EMD) and or purchase at the risk and cost of supplier.
6. **Security Deposit :** For each crane, the successful bidder shall furnish a **Security Deposit (SD) in the form of bank guarantee/DD** for an amount equivalent to 10% of the order value (FOB/Ex Works value) of each crane 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 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 SD shall be submitted within 15 days from the date of acceptance of Purchase Order/L.O.I. The above BG shall be returned after receipt of 'Performance Bank Guarantee' as mentioned against SL NO. 13 below.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited.**
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 the 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 dispatches 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 10% (ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.

11. **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 or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefor. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
12. **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.
13. **Performance Bank Guarantee :-** Each 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 hrs of operation whichever is earlier. Any material found defective or fails 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 (separate BG for each crane) as per enclosed list of banks or any other scheduled bank in India, and equal to 10% of the order value and valid upto 12 months from the date of installation and commissioning of each 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 lie solely with BHEL.
14. **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 despatch 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 despatch 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.

15. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
16. **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 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. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-II

RATE SCHEDULE

Sl.No.	DESCRIPTION	PRICE
1.		
1.1	TOTAL PRICE FOR SUPPLY OF 2(TWO) NUMBERS OF HEAVY LIFT CRAWLER CRANE SUITABLE FOR ERECTION OF 500 MW BOILERS , AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY (TECHNICAL SPECIFICATIONS AS PER ANNEXURE-I OF TENDER DOCUMENT).	
1.2	Total price of essential spare parts for both cranes [Each crane shall have (I) 6 sets of filters for engine(air, oil, fuel and water) and hydraulic tank and hydraulic system & (II) 2 nos. Boom lattices of 6 Mtr length for each size of lattices pipes used in boom section of the offered crane] NOTES FOR ITEM NO. 1.2: 1. The bidders shall enclose the list of spares as required above along with their technical bid (Unpriced) 2. The list of spares shall also be enclosed along with price bid (Part-II) , indicating price of each and every item covered in the list.	
2.	Shipping (ocean) freight upto the port in India. (For foreign supplier) (I) FOR DELIVERY OF CRANE TO MUMBAI PORT (II) FOR DELIVERY OF CRANE TO KOLKATA/HALDIA PORT	
3.	Insurance (marine) charges from manufacturing works upto Port in India. (For foreign supplier) (i) FOR DELIVERY OF CRANE TO MUMBAI PORT (ii) FOR DELIVERY OF CRANE TO KOLKATA/HALDIA PORT	
4.	Custom duty, Counter Veiling duty, custom clearance, port handling & documentation charges etc. (For Foreign supplier) OR Excise duty, CST (Form C shall be provided by BHEL) etc. The details to be specified by bidders. (i) FOR DELIVERY OF CRANE TO MUMBAI PORT (ii) FOR DELIVERY OF CRANE TO KOLKATA/HALDIA PORT	
5.	SUPERVISION CHARGES FOR ASSEMBLY, TESTING & COMMISSIONING OF CRANE AT BOTH THE BHEL SITES. (FOR WORKING OUT SUPERVISION CHARGES FOR EACH SITE THE ABOVE CHARGES SHALL BE DIVIDED BY TWO)	
	GRAND TOTAL	

NOTES:

1. Bidders are required to quote for each and every item from 1 to 5 as indicated above. Please indicate **NA** against items not applicable. Foreign bidders will indicate FOB price against item at **Sl.No. 1** of the above schedule.
2. Any other charges, if not specified above, may also be indicated.
- 3. Incomplete offer received may not be considered.**
4. 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. The Rate Schedule (unpriced) shall be enclosed by the bidders in their technical bid (Part-I), confirming specifically that all the items of the Rate Schedule have been quoted.

(Signature and Seal of Tenderer)