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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1454

TENDER SPECIFICATIONS

FOR

**Supply of two number 250 MT Class Crawler Mounted
Hydraulic Cranes for BHEL Sites at PSWR & PSNR
(INDIA)**

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
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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1454

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 PSWR and at BHEL PSER SITES :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/MSDB/ E-1454	Supply of 250 MT Class Crawler Mounted Hydraulic Crane as per detailed specifications enclosed with tender enquiry. Quantity Required - Two Nos.	31.12.2007 3.30PM (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 Indian CPSUs as per Guidelines of Govt. of India.

Sr. DGM/SCP



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NOTICE INVITING TENDER

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL PSWR and at BHEL PSER SITES:-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/MSDB/ E-1454	Supply of 250 MT Class Crawler Mounted Hydraulic Cranes as per detail specifications and terms & conditions enclosed with tender enquiry. Quantity Required- Two Nos.	31.12. 2007 3.30PM (IST)

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 MEET SPECIFICATIONS OF THIS TENDER AND 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 15.30 Hrs within the period i.e **upto 31.12.2007**. Request for issue of tender document should clearly indicate Tender No. and work.
5. Tenders must be submitted to the undersigned latest by **31.12.2007** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **31.12.2007**.
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 present destination for supply of crane is BHEL sites of Power Sector- Western Region(PSWR) and Power Sector- Eastern Region(PSER) in India. **However, the destination is 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.
11. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
12. **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'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**
 - 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 of Place/State/Country, wherefrom he will participate in the RA.
13. Bids, once submitted, shall not be returned.
14. Purchase Preference will be given to Indian CPSUs as per Guide lines of Govt. of India.

Sr. DGM/SCP

Annexure -1

Sl. No.	<u>TECHNICAL SPECIFICATIONS/PARTICULARS OF 250 MT CLASS CRAWLER CRANE</u>	<u>BIDDER'S RESPONSE</u> (FILLING OF ALL ROW IS MUST)
1	<u>Description</u> -- Crawler Mounted Lattice Boom Hydraulic Crane.	
2	<u>Standard</u> -- As per DIN/IS/ANSI/BIS Standard.	
3	<u>Stability rating</u> --75%	
4	<u>Critical Loads to be handled by offered crane (360° slew)</u> -- Minimum 76 MT (Exclusive of weight of hook block and lifting slings) at minimum 14 M radius with minimum clear boom point height of 76 M with main boom .	
5	<u>Main boom and fixed jib :</u> Minimum length of main boom: 100 M Minimum length of fixed jib: 24 M (With at least 76 M main boom) with minimum 3 offsets	
6	<u>Type of drives for Boom hoisting, slewing, main/aux. hoisting & travel etc :</u> ALL should be Hydraulic drives.	
7	<u>Central Ballast</u> --Supply of Base Frame with full ballast to meet offered load chart.	
8	<u>Engine</u> --Turbo charged water/coolant-cooled diesel engine of adequate power, preferably Cummins/Caterpillar make	
9	<u>Control levers</u> --Fully electronic synchronizing device with self centering joysticks	
10	<u>Winches</u> -- All winches (main hoist, jib hoist and boom/derrick hoist) to be operated by hydraulic motors and drum with integrated planetary and spring applied hydraulically released disc brake.	
11	<u>Crane Cabin</u> -- Spacious, all steel construction cabin, swiveling sidewise with operating and control/monitoring instruments. Cabin to be preferably tiltable backward for better vision.	
12	<u>Crane operation</u> -- Multiple movements simultaneously.	
13	<u>Safety devices</u> --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. e) Display arrangement for self error detection system. f) Self Test system. g) 24V double flash Aviation light mounted on lattice boom or jib head with battery charger 240V/24V h) Anemometer	
14	<u>Electrical system</u> --24 V DC	
15	<u>Hook blocks</u> -- Hook block for maximum rated capacity of the crane offered shall be provided with the crane. In addition to above, suitable hook blocks of approximately 100 MT and 50 MT capacities , and a ball hook block shall be provided.	
16	<u>Brakes</u> --Preferably Disc type Brakes.	
17	<u>Self erection system</u> : The crane should have self erection	

	system of its own.	
18	Over all crawler end to end outer width of the crane -- Not above 9 M	
19	Spare Parts: Essential spares required shall be specified in the Tender Document (Technical Bid). The list of essential spares for each crane shall be (I) 6 sets of filters (air, oil, fuel & water) for engine and hydraulic tank and hydraulic system & (II) Boom spare lattices 6 mtrs long, 2 nos. each of all sizes used in boom section of the offered crane	
20	Tool Box: Apart from the standard tool box and standard hydraulic test kit items for the offered crane, following shall also be supplied additionally as part of the tool box with each crane within quoted rate; 1. Boom Handling Slings—4 Nos. 2. Track adjusting jacks --- 2 Nos.	
21	Experience - Bidder shall meet all the following requirements: (a) Bidder should have been manufacturing and supplying crawler crane of quoted 'or' higher capacity for at least last five years. b) 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. c) The offered crane model should meet specifications of this tender and should be from current manufacturing range.	
22	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 within the quoted rate.	
23	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.	
24	Inspection-- Cranes shall be inspected and load tested at manufacturers' works and at BHEL sites 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.	
25	Training-- For each crane, necessary training for operation & maintenance shall be given to two BHEL personnel free of charge for 1 week at manufacturers works and again at site for another 1 week after commissioning.	
26	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	



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 250 MT Class Crawler Mounted Hydraulic Crane** 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 XX.XX.2007.**

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. 19 of Technical Specifications as per 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 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 1 week** at manufacturers works and again at site for another **1 week** after commissioning. The bidders should make note of this while quoting their rates.

6 **The delivery required is within 10 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 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 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 of Original Foreign Supplier with their complete 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. L/C shall be established by BHEL about 60 days prior to shipment of each crane. 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 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.
 - Normally no deviation to the tender conditions are accepted. In case of commercial deviations, if any, taken by bidders and not withdrawn subsequently, BHEL reserves the right to either reject the offer or load the offer based on nature of deviation for evaluation. 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 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
 - Certificate confirming that three sets of Catalogue of crane model supplied, operating & maintenance manuals of crane supplied, shop manual for bought out items & boom repair manual as per SL NO. 26 of Technical Specifications have been dispatched to BHEL.
 - Certificate confirming "goods supplied are new".
- b. 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 erection, 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.
 - f. 100% inland freight in India and Insurance charges, as applicable, on receipt of the total consignment (crane and spares) at site.

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 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. The bidders should make note of this while quoting their rates.**
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.
20. **Delivery Instructions:** The complete equipment with its spares (For each crane) will be dispatched as **one lot only in break bulk cargo** and that 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 Llyods.
 - (c) Ship must not be flagged by Lagos, Panama, Singapore and Hongkong.

Sr. DGM/SCP

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, all 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 30 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 5% (five 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.

Sr. DGM/SCP.

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. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., 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 that 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 this 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.

ANNEXURE-II

RATE SCHEDULE

Sl.No.	DESCRIPTION	PRICE
1.		
1.1	TOTAL PRICE FOR SUPPLY OF 2(TWO) NUMBERS OF 250 MT CLASS CRAWLER MOUNTED HYDRAULIC CRANES 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) Boom spare lattices 6 mtrs long, 2 nos. each of all sizes 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. (Please specify Port). (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)