

PART-‘D’

**SPECIAL CONDITIONS OF CONTRACT (SCC) OF
MOBILE CRANE**

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	1. SCOPE OF WORK: (A) Supply of 30T crane as per Technical Specification of mobile crane. (B) Proper export packing is required as material to be dispatched from Vendor works to Mumbai Port. (C) Material to be delivered up to BHEL ROD Mumbai Godown/ Port. Unloading of material at ROD- Mumbai/ Port and further shipment to Nigeria shall be done by BHEL. 2. PRICE BASIS: Price in INR should be quoted for F.O.R destination at BHEL ROD Mumbai Godown/Port. 3. EVALUATION CRITERIA: Supplier shall supply all the material in single LOT. Evaluation criteria of the bids will be done on net cost to BHEL FOR Mumbai Port/ROD Godown after considering input tax credit. 4. TAXES AND DUTIES: 4.1 Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit. GST Shall be payable extra as per following: 4.2. Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable. 4.3. Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions. 4.4. GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST				
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Revision: Refer to record of revisions	Prepared : (Santosh Kumar Verma)	Checked : (Rakesh Khatri)	Approved : (T S Saini)	Date : 19-10-2019	

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		5. DELIVERY/ COMPLETION SCHEDULE: Supply of Crane shall be within 24 weeks from the date of P.O.				
		6. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be techno-commercially qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria and other specifications mentioned in this Tender.				
		7. INLAND TRANSPORTATION AND INSURANCE UP TO F.O.R Mumbai PORT: Vendor to book/ cover their consignment under comprehensive insurance policy taken by BHEL. BHEL has taken the Marine Cargo open cover Policy with M/s New India Assurance Co Ltd. This Policy taken by BHEL for the dispatches from vendor works in India up to safe handing over of the consignment to BHEL-ROD Mumbai/ Port. The details of MCE Policy is indicated below. The bidder shall furnish the dispatch particular & value of goods dispatched to the underwriter immediately after dispatch of material with copy to purchaser. Open Cover policy No. - 93000021190300000003 The New India Assurance Co. Ltd. Delhi Large Corporate & Brokers Office-9300000 301, 3 rd Floor, RG City Center, LSC Block –B, Lawrence Road, New Delhi- 110035 Email id : rita.bawa@newindia.co.in www.newindia.co.in Bidders to note that time is the essence for this contract and during movement of goods, loading/unloading, handing at the port, if any damage or loss happens to the goods /consignment, under BHEL insurance cover, the bidder shall replenish the same item/ Items				
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conform to the best practices. Seller/ Vendor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates in quadruplicate, for approval. d) Where the Order/ Contract provides for tests/ inspections at the premises or works of the Seller/ Vendor or any sub-vendor, the Seller/ Vendor, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently. <u>12. MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC):</u> MDCC Shall be issued by BHEL/ PSNR after successful inspection of both material and packing. Certificate of Conformance of Material and Packing, Applicable TCs, Inspection Report and Guarantee Certificate to be submitted by Vendor. Seller/ Vendor shall not dispatch any material before issue of MDCC by Purchaser/ Owner. Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/ Owner to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions. <u>13. PAYMENT TERMS:</u> 13.1 Eighty Five percent (85%) payment of material along with 100% taxes & duties, shall be released within 30 days, against submission of Proof of dispatch of material to BHEL ROD-Mumbai. The following Billing documents are required for claiming the above Payment; i. Vendor's Original Tax Invoice. ii. LR/GR/RR Copy. iii. Signed Packing List, clearly showing Quantity of Material and number of packages (Package Dimension, Volume, gross weight and net Weight). iv. MDCC from BHEL. v. Insurance intimation letter informing the underwriters about the dispatches. vi. Certificate of conformance, Applicable TCs, Inspection Report, Guarantee certificate. vii. LUT-Letter of undertaking. viii. Submission of Performance Bank Guarantee (PBG) as per cl. 10 of GCC of Tender.					
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13.2 Fifteen Percent (15%) payment of material along with 100% freight charges (if applicable) against commissioning of crane at Calabar, Nigeria. The following Billing documents are required for claiming the above Payment; i. Vendor's Original Invoice. ii. Protocols for successful commissioning work (including necessary site training) of crane shall be signed by the Client & Crane Supervisor at Calabar, Nigeria after witnessing the same. <u>14. BILLING SCHEDULE/ SHIPPING LIST FOR SUPPLY PORTION:</u> Billing Schedule shall be prepared by the vendor and submitted to BHEL for approval. The freezing of Billing Schedule is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule. The Billing Schedule shall contain the following: a) Lists of all items of total scope of supply, both manufactured at vendors works and sub vendor's items with unit and total price in Indian Rupees. No item is to be made as free issue required for completion of supply scope/ system. b) Quantity shall be indicated only in numbers and not as Sets or Lot. In case, sets are indicated, it is to be defined in quantity/ Nos. <u>15. PAYING AUTHORITY:</u> MANAGER/ FINANCE, BHEL-PSNR. NOIDA <u>16. CONSIGNEE DETAILS:</u> (A) <u>ULTIMATE CONSIGNEE:</u> TO THE ORDER OF STERLING BANK PLC, 20 MARINA, LAGOS NIGERIA. CROSS RIVER STATE, MINISTRY OF POWER, 20 NDIDEM ISO ROAD, CALABAR MUNICIPAL, CROSS RIVER STATE, REPUBLIC OF NIGERIA (B) <u>PORT CONSIGNEE (FOR DELIVERY PURPOSE): (SUPPLIER WILL DELIVER THE MATERIAL UP TO FOLLOWING BHEL-ROD MUMBAI GODOWN/ PORT) DESTINATION:</u> <u>All materials to be dispatched under intimation to ROD Mumbai:</u> 1. Consignment shall be sent to the following address/or Mumbai Port/ or the address intimated by BHEL after placement of PO before delivery of material. - M/s. Virgo Logipark Pvt. Ltd.					
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A/C. M/s. P. S. Prajapati Exim Pvt. Ltd. NH-48, Near Toll Naka, Village- Jasai, Tal: Uran-400702, Dist : Raigad, Maharashtra Contact Person: Mr. Munna Sharma (Mobile: 09619403971, 09619651080.) <u>The intimation shall be sent to the following address below-</u> Shri Sanjeev Shikhare Sr DGM, Bharat Heavy Electricals Ltd Regional Operations Division, 14th/15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai-400 005 Ph No-022-22171 301 Mob – 9820029376 E-mail rodsds@bhel.in <u>17. COMPLETENESS OF CONTENTS OF EACH PACKING CASE:</u> Concerned BHEL/ Third Party Inspection Agency for PSNR NOIDA scope will verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity for obtaining MDCC from BHEL. <u>18. DISPATCHES:</u> All consignments are to be made to the ultimate Consignee as per the address given above by road up to FOR Mumbai Port on Freight Prepaid basis to the transporters. Mode of dispatch: Air, Road, Rail & Sea Transportation <u>19. SHORTAGES:</u> Shortages in sound cases shall be replenished free of cost by the vendor, as early as possible. <u>DEMURRAGE CHARGES:</u> Demurrage charges shall be paid by supplier/Vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.					
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20. PACKING INSTRUCTIONS: Vendor to comply following during dispatch of the material: Identification Marks: The Vendor shall ensure that clear and sufficient Identification marking is provided on consignment for easy Identification of Cargo at the Port. The following markings shall be stenciled in letters on at least two sides as follows: Consignment description: Mobile Hydraulic crane (30MT) For Consignment to: 26 MW Gas fired Power plant, Calabar Site, Cross River State, Nigeria. Exporter: BHEL Package dimensions (L X B X H) in cm: Gross Weight and Net Weight in Kilograms: Package no. (BHEL/CAL/PNR/VENDOR/01) 21. EARNEST MONEY DEPOSIT: Not applicable 22. REVERSE AUCTION: As per clause 9.0 of Instructions to Bidders of GCC. 23. PERFORMANCE BANK GUARANTEE: As per clause 10.0 of General Commercial Terms & Conditions of GCC. 24. GUARANTEE PERIOD FOR SUPPLY MATERIALS: Guarantee period for Supply packages shall be eighteen (18) months from the date of last dispatch or 12 months from date of commissioning of crane whichever is earlier. All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/ loss/ rejection etc. All the replaced and replenished stores shall also be guaranteed as per above clauses. 25. MSE BIDDER: As per clause 10.0 of Instructions to Bidders of GCC. 26. ORDER OF PRECEDENCE: In case of contradiction / conflict, the order of precedence shall be in the order as per clause 24.0 of General Commercial Terms & Conditions of GCC.					
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<u>SPECIFICATION FOR SERVICES OF 30MT ROUGH TERRAIN TELESCOPIC BOOM HYDRAULIC MOBILE CRANE</u> 1.0 Scope This specification covers the scope of services to be provided by the 30MT Rough Terrain Telescopic Boom Hydraulic Mobile Crane supplier. 2.0 Scope of the Work 2.1 Scope of work includes Erection, Testing and commissioning & operational checks at Calabar, Nigeria of the mobile crane supplied / to be supplied against BHEL PO. Supplier shall consider sufficient duration of this work at Calabar, Nigeria site to successfully perform the commissioning & handing over of supplied crane in good working condition to BHEL Client/Customer representative. Any other services that are required for proper installation and safe reliable operation of the Supplied Crane shall be identified and provided by the Supplier with in the offered price of the Crane supply. 2.2 Vendor to arrange the overseas insurance cover of the Service engineer/Vendor personnel. 2.3 Copy of Overseas insurance coverage shall be provided to BHEL before leaving for Nigeria. 2.4 Visa fees shall be borne by BHEL. BHEL shall guide/assist vendor to obtain respective travel visa. 2.5 Names/Passport details with passport validity of at least 1 year to be identified in advance. Visa grant from Nigerian embassy may take 2-4 weeks' time. 2.6 Deployment Schedule shall start immediately depending upon the progress of works at site. 2.7 Person deputed to site shall be an expert in his field/responsible for direct execution of field activities. He should be able to interact with his parent division at his HQ for any Guidance/Clarifications etc. 2.8 Protocols for successful commissioning work of crane shall be signed by the Client & Crane Supervisor at Calabar, Nigeria after witnessing the same.					
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