



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 Enquiry

Sub: Tender document for Supply, and supervision for Installation & Commissioning of Ten nos.(10) 100 MT General Purpose Crawler Cranes for four different regions (PS-NR,PS-ER,PS-WR and PS-SR

Dear Sirs,

Sealed offers are invited by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED for the subject job. Please find enclosed tender documents as per following details:

Tender document no: **BHEL-PSNR/SCP/VKS/CRANES/E-1889 Dated 24/01/2010**

Comprising of following :

SALIENT DETAILS OF NIT		
SL	ISSUE	DESCRIPTION
1.0	JOB DESCRIPTION	Supply, of Ten nos.(10) 100 MT General Purpose Crawler Cranes and spares as per Annexure-1 for technical specifications and the supervision for Installation and commissioning at respective sites of four different regions (PSNR , PSER , PSWR AND PSSR).
2.0	TENDER NO	BHEL-PSNR/SCP/VKS/CRANES/E-1889 Dated 23/01/2010
3.0	DETAILS OF TENDER DOCUMENT	
3.1	PART - A	PRE-QUALIFICATION CRITERIA
3.2	PART - B	General conditions of contract (GCC)
3.3	PART-C	Special conditions of contract (SCC)
3.3	PART- D	Technical Specification
3.4	PART - E	Details of offered crane (to be filled up by bidders)
3.5	PART - F	BG FORMAT
3.6	PART - G	PRICE SCHEDULE
3.6	PART - H	NO DEVIATION CERTIFIED
4.0	EMD AMOUNT	Rs. 2,00,000.00 (Two Lac only) or USD 5000 (US Dollar Five Thousand only) or equivalent amount
5.0	COST OF TENDER	NIL
6.0	DUE DATE FOR TENDER	Last date of submission of offer is 08/02/2010 (14-30 Hrs) Techno-commercial bid shall be opened on 08/02/2010 at 15.00 Hrs.

1. Bidders to deposit **Rs.2,00,000.00 (Two Lac only) or USD 5000 (US Dollar Four only)** or equivalent amount **towards Earnest Money Deposit (EMD)** in the form of demand draft drawn in favour of “**Bharat Heavy Electricals Ltd.**” payable at Delhi/Noida. Tenders not accompanied with full EMD will not be considered.

2. The offers shall be sent in sealed envelopes in the manner prescribed below :
The offers shall be sent in three (3) separate sealed envelopes. Complete set of offer shall be sent to BHEL, PSNR, Noida as per address given below as per following details.

I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope with following documents.

I.a Offer forwarding/covering letter. **Original & 1 copy.**

I.b Duly filled-in 'No deviation certificate' as per prescribed format (annexure-II) to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. **Original & 1 copy.**

I.c Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexure / schedules/ drawing etc as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly. **Original & 1 copy.**

I.d All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender in the form of TCN, correspondences etc, signed on all pages. **1 copy.**

I.e PART- G (Price Schedule in absolute value)–**un-priced but** mentioning only '**quoted/unquoted**' against each item of schedule. **1 copy.**

I.f **Integrity Pact Agreement (Duly signed by the authorized signatory) Original & 1 copy.**

I.g Any other details preferred by bidder with proper indexing. **Original & 1 copy.**

II. COVER-II (PRICE BID/ABSOLUTE VALUE)

II.a Copy of offer forwarding/ covering letter (as referred in I.a). **1 copy.**

II.b Duly filled-in PART- G (Price Schedule in absolute value) together with signed preamble in separate sealed envelope. **Original.**

III. COVER-III (EMD).

Demand Draft etc towards EMD as per instruction.

IV. COVER-IV .

All four aforesaid covers in sealed condition shall be enclosed in this cover. This cover shall be super-scribed with (i) Cover no; (ii) Details of enclosed covers and (ii) Name of the job, tender document no. & due date of submission. **ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER**

SPECIAL NOTE:

A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorised representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

3. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

4. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.

5. Agency agreement from foreign suppliers for their Indian agents

a. It is compulsory to have registration of Indian agents of a foreign supplier.

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- b. Precise relationship between foreign suppliers and their Indian agents and their mutual interest in the business to be disclosed & the same shall be verified.
- c. Any payment, which the agent/associate receives in India or abroad, from the producer/supplier, whether as a commission or as a general retainer fee, also need to be brought on record and made explicit so as to ensure compliance to tax laws and to prevent leakage of foreign exchange.
- d. Further, all services to be rendered by the agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / their Indian agent.
- e. The amount of agency commission, agreed to between the foreign principal and the Indian agent, is to be specifically disclosed and the agency commission is to be paid in INR only.

Serial wise confirmation / compliance in respect of above along with supporting documents, as applicable, to be furnished along with Techno-commercial bid.

6. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned.

7. BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.

8. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.

9. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.

10. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.

11. BHEL reserves the right to go for **REVERSE AUCTIONING** . Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidders wins. In case, the bidders are willing to know the details about the methodology, they may please contact office of AGM/PUR, BHEL,-PSNR/Noida

All the bidders are requested to note that all the errata / technical clarifications / corrigendum /extension etc shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.

Thanking you,

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LTD

DY/Manager (Purchase)

PART – A : PRE-QUALIFICATION CRITERIA FOR PARTICIPATING IN TENDER

1) a) Bidder must be a manufacturer of hydraulic crawler cranes of quoted capacity or higher for at least last **Five** years as on date of submission of tender.

OR

b) Bidder must be an authorized representative of the original equipment manufacturer (OEM) for selling the offered crane – such OEM must fulfil the Q.R. as in '1.a' above.

2) Minimum five units of crawler cranes of quoted capacity as per specification in this enquiry or higher capacity manufactured by the OEM should have been supplied and working anywhere in India .

3) Offered crane as per specification shall be in the current manufacturing range of the OEM.

Performance certificates of at least three cranes from three different customers, located anywhere in INDIA , are to be furnished by Bidder.

Performance certificate shall be in English duly signed and stamped by the concerned customer. (Performance Certificate to be furnished as per Annexure-II).

4) Bidder shall have their own authorised servicing centre in India. Addresses of such offices with Contract Person name, Telephone number, Fax number, email id etc. are to be furnished. The contract no, address etc of such servicing centres will be checked for authentication, if found the telephone/ mobile no., addresses etc are not valid, then bidders may out rightly be rejected.

5) Bidder should have an average annual financial turnover of minimum INR 1754.82 Lac or equivalent amount in the last three financial years ending as on 31/03/2009 and should submit their audited balance sheet and profit and loss account in support of the same.

Annexure-II
ANNEXURE-II (PART OF PRE-Q)
DETAILS OF SUPPLY FOR LAST FIVE YEARS

Sl. No.	Make of Crane	Model	Capacity (MT)	Purchaser's Details			Purchase Order no. & Date	Date of Commissioning	Present Location	Complete Supporting Documents (attached)
				Name	Address	Phone & Fax Nos.				
1										Yes/No.
2										Yes/No.
3										Yes/No.
4										Yes/No.
5										Yes/No.

Note:-

1. Contact details of Purchaser shall be furnished correctly by bidder. If it is found that contact details 'furnished is not correct then BHEL reserves the right to reject the bid.
2. Supporting documents to be attached as P.O. and commissioning certificate.
3. All documents shall be in English.

**ANNEXURE-II-(PART OF PRE-Q)
PERFORMANCE CERTIFICATE**

SL. NO.	CRITERIA	OBSERVATION	REMARKS
1	Customer Details		
2	OEM of the Crane		
3	Year of Purchase		
4	Type/Model/Basic Capacity of the crane (MT)		
5	Overall performance of the crane Poor/Satisfactory/ Very Good / Excellent as per user)		
6	Quality of after sales service - Poor/Satisfactory/Very good/ Excellent(as per user)		
7	Any technical limitation of crane is observed during operation or not?		
8	Incidence of Fatal Accident at site due to mal functioning of crane (if any)		
9	Overall Healthiness of the crane observed		
10	Summary of observation:-		
			(SIGNATURE & STAMP)

PART – B : GENERAL CONDITIONS OF CONTRACT (GCC) FOR CRAWLER CRANE			
SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
1	<p>Our requirement is for capital use at BHEL SITES IN FOUR DIFFERENT POWER SECTOR REGIONS , 02 (TWO) CRANES EACH FOR PSER,PSNR & PSWR AND 04 (FOUR) CRANES FOR PSSR . Offers are invited to submit in three -parts.</p> <p>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :--</p> <p>: Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid).</p> <p>(i) EMD as per tender. Please arrange to submit EMD in a separate sealed envelop inside the envelop containing techno-commercial bid i.e PAR-I of tender.</p> <p>(ii) Technical Specification (Catalogues to be enclosed if any)</p> <p>(iii) BHEL Standard Terms & Conditions.</p> <p>(iv) Un Price Bid</p> <p>(v) Confirmation of pre-qualification criteria</p> <p>(vi) Complete documents related to Agency agreement as indicated in sl.no. 5 of covering letter of tender & (All documents to be downloaded from our BHEL Web Site i.e. www.bhel.com</p> <p>PART- II : PRE-Q : All PRE-Q documents to be submitted .</p> <p>Part-III : PRICE BID Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid . If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection.</p> <p>"Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</p>		
(a)	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date."		
02	BHEL keeps its right to reject/load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price . Details of L/C conditions are enclosed for acceptance.		
03	The equipment offered shall be strictly conforming to the specification and for complete unit. No offer for individual accessories or part machinery will be accepted.		
04	Bidder shall submit a) list of warranty spares being supplied with the crane & b) Tool Kit List supplied, both being free of cost.		

05	PAYMENT TERMS :As specified in special conditions of contract. NOTE : NO ADVANCE WILL BE PAID ALONG WITH ORDER.		
06 (a)	In case of foreign offers the payment shall be made as per the following : Payment through irrevocable Letter of Credit valid for 3 - months will be established 2 -months prior to scheduled dispatch. "		
(b)	Supplier shall bear the L.C. confirmation charges in case of confirmed L.C. amended on his request.		
(c)	Bank charges out side India are to the suppliers account.		
(d)	In case of L.C. extension caused by delays attributable to the supplier, the L.C. extension charges are to be borne by the supplier.		
(e)	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All expenditure in this required shall be borne by supplier.		
07	List for recommended spare parts as per O&M with price breakup for two years should be indicated in the price schedule along with validity period. Bidder shall furnish list (indicating description, part number and quantity) of the recommended spare parts for two years operation as a part of the technical bid. Bidder shall also furnish the current price list for such spares with their technical bid. However , this price will not be considered for evaluation purpose & is optional.		
08	Warrantee : Warrantee shall be as per Special condition of contract.		
09	Supervision for Commissioning / Erection charges shall be quoted as per price schedule. .		
10	Delivery : We expect delivery of the cranes within 6 (Six) months from placement of Letter Of Award/ Purchase Order (LOA / PO). Bidder to submit exact delivery period in techno-commercial bid as it attracts penalty.		
11	Liquidated damage : Shall be as per special conditions of contract.		
12	a) Security Deposit (SD) Bank Guarantee : The successful tenderer should furnish a security deposit bank guarantee from Bank for an amount of 10% of the total value of the order in the form and manner desired by us (as per format enclosed) for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order, within 30 days from the date of L.O.A. / PO "The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.). This BG should remain valid till the date of successful commissioning of the equipment. b) Performance Bank Guarantee (PBG) : The successful tenderer should furnish a performance bank guarantee prior to commissioning of the equipment for an amount of 10% of the total order value valid till completion of the guarantee period. SD - BG may be converted into PBG. Note : Order value stands for Ex-works price (excl. sales taxes & excise duties) price for indigenous suppliers and FOB price for foreign suppliers.		
13	For Indigenous Supplies : The prices quoted must compulsorily be on FOR Destination basis door delivery at our site, and packing and forwarding charges should be included in the prices, also the mode of despatch should be indicated in the quotation, Strictly as per price format. However freight charges to be separately quoted as per price format		

14a	TERMINATION CLAUSES : BHEL has a right to cancel the order for delay in supply beyond delivery period without any monetary or legal obligations. Obtaining the Export License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary/legal obligation. To this extent supplier has to give the undertaking.		
14b	The sealed tenders super scribing tender number and due date should be addressed to AGM / PUR , Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091.		
15	BHEL will have the option to pre-inspect the machine / equipment at supplier's works by our own inspector . The final inspection of performance will however be carried out at our site in India.		
16	Training to our Staff : Shall be as per SCC (Special condition of contract)		
17	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
18	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past three years. The date of supply should also be indicated.		
19	The quotation should be valid at least for a period of 180- days from the due date of offer submission (including extension, if any). Price Variation Clause will not be entertained.		
20	In case of foreign offers received against this advertisement the prices should be on FOB basis inclusive of SEA worthy packing and inclusive of all charges till FOB. Also the bidder has to quote their price on C&F basis (all inclusive), as per price schedule format .		
21	Tenders will be received up to 15.00 Hours on the said due date.		
22	22 Offers should be submitted in Duplicate .		
23	For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the exchange rate (TT selling rate of SBI) as on schedule opening i.e date of opening of TECHNO-COMMERCIAL BID . This exchange rate will be followed till placement of order.		
24	The purchase / price preference to Govt. undertakings shall be given as per the guide lines of Government of India as on date of tender opening.		

LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
(I)	Bank Guarantee : Non submission of 10% BG(SDBG & PBG) will attract 10% loading on the offers.		
(II)	LD Clause : Non acceptance of penalty clause will attract maximum 5% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example: If the supplier has accepted for maximum 2% penalty clause, then balance 3% will be loaded.		
(III)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non acceptance of any terms and conditions finally arrived before price bid opening.		
	Note : The offers not complying the above Terms & Conditions will not be accepted.		
TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C)			
01	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import License No. and certifying goods evidencing shipment/airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice should not exceed the Credit amount.		
02	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.		
03	The Consignee for the cranes will be :		
Sl.no	Port Consignee	Ultimate Consignee	
1.	For Six cranes (Four of PSSR & Two of PSER). DGM(MS) PORT CLEARANCE OFFICE BHARAT HEAVY ELECTRICALS LIMITED REGIONAL OPERATIONS DIVISION 1 ST FLOOR, LOTUS COURT, 338(OLD NO. 165), THAMBU CHETTY STREET, CHENNAI – 600001 TEL : 91 – 44 – 2534 1249/97/40	For PSER Cranes : SHRI, AGM / FEX BHEL:PSER:KOLKATA, BHEL BHAWAN,PLOT NO. 9/1, DJ BLOCK, SECTOR – II,SALT LAKE CITY, KARUNAMOYEE, KOLKATA – 700 091	
2	FAX : 91 – 44 – 2534 0787	For PSSR Cranes : AGM (FEX) BHEL:PSSR:CHENNAI SOUTHERN REGION NO. 690 (OLD NO. 474), ANNA SALAI, NANDANAM, CHENNAI – 600 035	
3	For Four Cranes (Two each for PSNR & PSWR) DGM(MS) PORT CLEARANCE OFFICE BHARAT HEAVY ELECTRICALS LIMITED REGIONAL OPERATIONS DIVISION 1 ST FLOOR, of Module II,Cargo Terminal Bldg,at Air Cargo Complex,Sahar Andheri (East) Mumbai- 400099. Tel: 022-*26828191 Fax; 26828190.	For PSWR Cranes : AGM / FEX BHEL:PSWR:NAGPUR,SHREE MOHINI COMPLEX, 345 KINGSWAY , NAGPUR – 440 001	
		For PSNR Cranes : SR DGM / CFX BHEL:PSNR: PLOT 25/SECTOR 16-A NOIDA– 201301	
04	Packing list in 4 copies in English, indicating dimensions of each case/bundle/price shipped, with weight and number of items it contains certified by Chamber of Commerce.		

05	Clean board bill of lading (3/3 original and 2-copies) or certificate from BHEL's authorized shipping agent stating "We herewith confirm receipt of the goods in accordance with packing list and commercial invoice in good condition".		
06	Technical datasheets (2-original).		
07	Manufacturer certificate of recent manufacturing stating that the equipment is not older than six months.		
08	Beneficiary certificate showing the relevant airmail/courier/telex message reference no and date that the following clauses have been complied with :-		
	(a) Beneficiary should forward 3 copies of complete set of nonnegotiable documents to the Officer who released the Purchase Order.		
09	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices/packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.		
10	Manufacturer's Inspection / Test certificate in triplicate.		
11	Manufacturer's Warrantee certificate as per Purchase Order.		
12	Inspection / Test Certificate issued by BHEL.		

ADDITIONAL CONDITIONS :

A	All documents must show the Purchase Order No. & Date, Import License No. & Date, Letter for Credit No. & Date.		
B	Transshipment without BHEL's prior permission is Prohibited.		
C	Sight draft must be dated and presentation of documents for negotiation must not be later than 30days after the date of shipment /airfreight and in any case not later than the expiry date of the Credit.		
D	Each case/bundle/piece should be painted with 4" wide yellow color strip around it for facilitating easy identification at port of discharge.		
E	In case of consignments where individual items are listed in the packing list/Invoice, the price and values for each & every item should be indicated.		

**PART – C : SPECIAL CONDITIONS OF CONTRACT (SCC) CRAWLER CRANE
BIDDER SHALL SPECIFICALLY INDICATE COMPLIANCE AGAINST EACH POINT
SEPARATELY)**

1. BIDDER SHALL FURNISH DETAILED TECHNICAL LITERATURE AND CATALOGUE OF THE OEM FOR THE CRANE OFFERED BY THEM. **BHEL RESERVES THE RIGHT TO TALLY THE SAME FROM THE WEB SITE OF THE OEM & IF ANY DISCREPANCY IS FOUND IN TERMS OF BASIC CAPACITY ETC. THEN BIDDERS OFFER SHALL BE OUTRIGHTLY CANCELLED.**

2. BIDDER SHALL FURNISH CRANE LOAD CHART AND CRANE RANGE DIAGRAM FOR ALL OPERATING CONDITIONS OF THE CRANE.

3. EACH CRANE SHALL BE INSPECTED AND LOAD TESTED AT MANUFACTURER'S WORKS AS PER APPLICABLE STANDARD /NORMS AND AS PER **QUALITY PLAN** ATTACHED AS **ANNEXURE-III**.

4. **MANUFACTURER SHALL TRAIN TWO PERSON OF BHEL FOR EACH OF THE ORDERED CRANE IN OPERATION AND MAINTENANCE FOR 1 WEEK DURATION AT MANUFACTURER'S PLACE. THIS TRAINING SHALL BE IMPARTED BEFORE INSPECTION OF THE FIRST CRANE. AND FURTHER ONE WEEK AT SITE AFTER COMMISSIONING. TRAINING MUST IMPARTING INFORMATION WITH REGARD TO CONSTRUCTIONAL FEATURES, TROUBLE SHOOTING, ELECTRICAL & CONTROL SYSTEMS AND HYDRAULIC SYSTEM ETC. THE SAME BHEL ENGINEERS MAY CARRY OUT THE INSPECTION AS STATED IN POINT NO. 3 ABOVE FOR ALL SEVEN CRANES.**

BIDDER IS REQUESTED TO FILL UP THE QUALITY PLAN I.E. ANNEXURE-III FAILING WHICH THE TECHNICAL BID SHALL BE REJECTED. THE BIDDER SHALL ALSO CONDUCT LOAD TEST AND OVERLOAD TEST OF THE CRANE AT MANUFACTURER'S WORKS IN PRESENCE OF BHEL INSPECTION ENGINEER. EXPENSES OF BHEL INSPECTION ENGINEER TOWARDS TO & FRO TRAVEL BETWEEN INDIA AND MANUFACTURER'S LOCATION, STAY AND LOCAL CONVEYANCE IN MANUFACTURER'S PLACE WILL BE BORNE BY BHEL. FOR INSPECTION OF CRANE AT MANUFACTURER'S WORKS ADVANCE INTIMATION SHALL BE GIVEN BY THE VENDOR TO BHEL WHICH SHALL NOT BE LESS THAN 30 DAYS FROM THE DATE OF INSPECTION.

5. **INSTALLATION AND COMMISSIONING** OF CRANE AT DESTINATION PROJECT SITE WILL BE DONE UNDER SUPERVISION OF COMPETENT ENGINEER OF THE CRANE MANUFACTURER. THE LOAD TEST AND ACCEPTANCE TEST SHALL BE CARRIED OUT AFTER ASSEMBLY AND COMMISSIONING OF CRANE IN PRESENCE OF ENGINEERS FROM SUPPLIER AND BHEL. AT SITE, LOAD TEST SHALL BE CARRIED OUT WITH MAXIMUM AVAILABLE LOAD/LOADS ACCORDING TO THE CRANE CAPACITY CHART SUBMITTED WITH THE TECHNICAL BID. BHEL WILL TAKE OVER THE CRANE AFTER SUCCESSFUL COMPLETION OF SUCH TESTS.

6. BIDDER/MANUFACTURER SHALL PROVIDE SUPERVISION SERVICES FOR ASSEMBLY & COMMISSIONING OF EACH CRANE AT SITE AND ALSO SERVICES FOR A PERIOD OF ONE WEEK FOR TRAINING THE BHEL'S PERSONNEL AFTER COMMISSIONING OF THE CRANE. EXPENSES FOR TO & FRO TRAVEL AND ACCOMMODATION FOR BIDDER/MANUFACTURER'S ENGINEER BETWEEN THE PLACE/COUNTRY OF ORIGIN AND THE DESTINATION SITE SHALL BE BORNE BY THE BIDDER. BHEL WILL PROVIDE FREE LOCAL CONVEYANCE AT BHEL'S PROJECT SITE FOR THE PERIOD OF STAY OF MANUFACTURER'S SERVICE.

ENGINEER AT PROJECT SITE. IN CASE BHEL ARRANGES THE ACCOMMODATION THEN THE COST TOWARDS THE SAME SHALL BE RECOVERED FROM VENDOR WITH 30% OVERHEAD COST.

7. MANDATORY /ESSENTIAL SPARES: SUPPLIER SHALL SUPPLY **SIX SETS** OF ALL THE FILTERS FOR VARIOUS SYSTEM WITH **EACH CRANE**. THESE SIX SETS SHALL BE IN ADDITION TO THE ONE SET ASSEMBLED AS PART OF THE CRANE. BIDDER SHALL FURNISH THE LIST OF SUCH SPARES INDICATING DESCRIPTION, PART NUMBER AND QUANTITY OF THESE SPARES WITH THEIR TECHNICAL BID. **2 NOS. LATTICES OF 6M LENGTH OF EACH SIZE OF PIPES USED IN THE BOOM & JIB SECTIONS TO BE SUPPLIED.**

8. RECOMMENDED SPARES: BIDDER SHALL FURNISH LIST (INDICATING DESCRIPTION,PART NUMBER AND QUANTITY) OF THE RECOMMENDED SPARE PARTS FOR TWO YEARS OPERATION AS A PART OF THE TECHNICAL BID. BIDDER SHALL ALSO FURNISH THE CURRENT PRICE LIST FOR SUCH SPARES WITH THEIR TECHNICAL BID.VALIDITY OF THE RATES IN THIS PRICE LIST SHOULD BE MINIMUM 24 MONTHS.HOWEVER THESE PRICES SHALL NOT BE PART OF THIS ORDER HENCE PRICE COMPARISON SHALL BE DONE AS PER THE PRICE SCHEDULE OF PART-G.

9. SUPPLIER SHALL FURNISH THE **LUBRICATION SCHEDULE** CONTAINING DETAILS OF LUBRICANTS LIKE NORMAL LEVEL QUANTITY, FREQUENCY OF REFILLING, ISO VG SPECIFICATION NUMBERS AND BRAND NAME OF LEADING LUBRICANT MANUFACTURERS OF THE WORLD. BIDDERS ARE ALSO REQUESTED TO FURNISH THE INDIAN EQUIVALENT BRAND NAME OF ALL THE LUBRICANTS.

10. **FIRST FILL LUBRICANTS:** SUPPLIER SHALL PROVIDE THE FIRST FILL LUBRICANTS WITH EACH CRANE AS PART OF SCOPE.

11. SUPPLIER SHALL DELIVER A **BRAND NEW PRODUCT** WITH LATEST AND IMPROVED FEATURES SUPPLIER SHALL SUBMIT AS A PART OF THE DELIVERY/DISPATCH DOCUMENT OF EACH CONSIGNMENT A CERTIFICATE CONFIRMING THAT THE SUPPLIED GOODS ARE NEW.

12. SERVICE SUPPORT OF THE EQUIPMENT UNDER PURCHASE IS OF UTMOST CONCERN. BIDDER SHALL ELABORATE ON THE SERVICE NETWORKS AND SPARE PARTS AVAILABILITY, WHICH SHALL ENSURE MAINTENANCE OF THE EQUIPMENT AFTER INITIAL COMMISSIONING AND COMPLETION OF WARRANTY PERIOD. IN CASE SPARE PARTS FACILITIES ARE NOT AVAILABLE IN INDIA, BIDDER SHALL INDICATE THE MAXIMUM POSSIBLE TURNAROUND TIME IN MAKING SUCH SERVICES AVAILABLE FROM PLACE OUTSIDE INDIA.

13. THE EQUIPMENT TO BE OFFERED ,SHOULD BE OF ROBUST DESIGN AND SUITABLE FOR OPERATIONS IN **INDIAN (TROPICAL) CLIMATIC CONDITION**, COASTAL SALINE ATMOSPHERE, AMBIENT TEMPERATURE OF UP TO FIFTY DEGREE CELSIUS(50 °C) AND DUSTY ATMOSPHERE CONDITION. THE ELECTRICAL AND CONTROL SYSTEM SHALL BE SUITABLE TO WITHSTAND SUCH TROPICAL CLIMATIC CONDITIONS.

14. WITH EVERY CRANE, THE SUPPLIER SHALL DELIVER **ONE SET OF TOOL BOX** CONTAINING TOOLS & TACKLES LIKE SPANNERS, SCREW DRIVERS, ALLEN KEY AND ANY SPECIAL PURPOSE TOOL(S) THAT ARE ESSENTIAL FOR ASSEMBLY/ERECTION/DISMANTLING OF THE CRANE IN A METALLIC TOOL BOX.

15. BHEL WILL PROVIDE SUITABLE CRANE(WITH OPERATOR & FUEL) AND NECESSARY WORKMEN THAT ARE REQUIRED FOR **UNLOADING AND ASSEMBLY** OF THE SUPPLIED CRANE **AT THE DESTINATION SITE** FREE OF COST. BHEL WILL ONLY PROVIDE FUEL FOR THE SUPPLIED CRANE FOR THIS PURPOSE.

16. THE SUPPLIED CRANE SHALL BE **PAINTED** WITH AT LEAST ONE COAT OF PRIMER AND TWO COAT OF FINISH PAINT. MAIN BOOM AND JIB SHALL BE PAINTED WITH **EPOXY PRIMER** AND **EPOXY PAINT**. BIDDER SHALL FURNISH THE PAINTING SCHEDULE FOR THE VARIOUS PART OF THE CRANE TO TAKE CARE OF THE OCEAN VOYAGE AND THE TROPICAL WEATHER CONDITION IN INDIA.

17. SUPPLIER SHALL DELIVER THE REQUIRED SET OF COUNTERWEIGHTS ESSENTIAL COVERING TOTAL OPERATIONAL RANGE OF THE OFFERED CRANE.

18. THE BIDDER SHALL FURNISH PACKING DETAILS FOR TRANSPORTATION OF THE KNOCKED DOWN CRANE. DIMENSION AND WEIGHT DETAILS FOR EACH AND EVERY PACKAGE MUST BE FURNISHED WITH THE TECHNICAL BID IN TABULAR FORM. BIDDERS MAY NOTE THAT FOR ALL BOOMS AND JIBS, WOODEN CRATE PACKING(FOR PROTECTION AGAINST DAMAGE) MUST BE GIVEN BEFORE SHIPPING OF THE CONSIGNMENT.

19. SUPPLIER SHALL ENSURE COMPLIANCE OF SALIENT POINTS OF HSE (HEALTH SAFETY & ENVIRONMENT) WITH REGARD TO THE OFFERED CRANE AS DETAILED UNDER.

19.1 Consumption benchmarks related to output shall be provided wherever applicable for key input resources(energy/fuel/chemicals).

19.2 Competency requirements for operation, maintenance and calibration, if any, shall be communicated.

19.3 If any hazardous chemicals as per MSIHC (Manufacturing, Storage and Import of Hazardous Chemicals) Rules 1989/94/2000 are used, the MSDS shall be provided, along with on-site & off-site emergency plan as applicable.

19.4 The maximum noise level at the operator's cabin shall be within 90dBA. 19.5 OH&S (Occupational Health & Safety) control measures for safe working of machine as applicable shall be specified.

19.6 The machine/equipment shall be fitted with protective guards for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948.

19.7 The supplier shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.

19.8 The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.

19.9 Alarm system (both visual and audible) and automatic switch-off mechanism for the equipment shall be provided for any intrusion, overloading ,short-circuiting or any malfunctioning of the equipment.

19.10 Details of all hazardous/harmful substances discharged as by-products/ waste during operation of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR(ultra violet / infra red) radiations, etc.shall be furnished, along with their concentrations and their TLV (Threshold Limit Value).

19.11 Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.

19.12 All furnaces ,process units, DG sets, paint booths, shot blasting chambers, etc shall be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.

19.13 Wherever industry specific standards are not available for control of pollutants, general emission standard shall be used.

19.14 Chemicals banned due to negative impact on the environment shall not be used in the process.

19.15 The engine with fuels with sulphur content less than 0.05% shall be used in crane.

19.16 Details regarding nature of the waste generated and appropriate disposal particles available shall be provided, along with the operation procedure of the plant / process.

19.17 Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, Storage and Import of Hazardous Chemical 1989, etc shall be followed.

19.18 Primary materials used in the equipment shall be specified and they shall be eco-friendly.

20. BIDDER SHALL SUBMIT MANUFACTURING QUALITY PLAN, PAINTING PROCEDURE AND COLOR CODING SCHEME FOR HYDRAULIC, AIR & FUEL SYSTEM AND REPAIR PROCEDURE OF BOOM & JIB.

21. DRAWING DOCUMENTATION

BIDDER SHALL PROVIDE DRAWINGS AND DOCUMENTS AS SPECIFIED BELOW TO BHEL FOR EACH CRANE AS WELL AS ENGINE BEFORE COMMISSIONING OF THE EQUIPMENT.

21.1 Three sets of Operation and Maintenance Manual.

21.2 Three sets of Equipment Parts List.

21.3 Three sets of shop manual for bought-out items.

21.4 Three sets of laminated Capacity Chart for Main boom and jib.

21.5 Three sets of manual of process involved in boom lattice welding.

21.6 Three sets boom repairing process manual.

22. IF THE EQUIPMENT **IS IMPORTED** THEN ALL FORMALITIES FOR PORT AND CUSTOM CLEARANCE SHALL BE CARRIED OUT BY BHEL INCLUDING INLAND TRANSPORTATION TO THE DESTINATION SITE. HOWEVER, THE BIDDER SHALL RENDER ALL NECESSARY ASSISTANCE / SUPPORT INCLUDING TIMELY FURNISHING OF REQUIRED DOCUMENTS FOR ABOVE.

23. BIDDER SHALL INDICATE THE DETAILS OF ROUTINE AS WELL AS BREAK DOWN SERVICE FACILITY DURING WARRANTY PERIOD.

24. FOR FOREIGN SUPPLIER THE RECEIVING PORT FOR THE CRANES SHALL BE AS FOLLOWS :--

(I) **CHENNAI PORT , INDIA**

(II) **MUMBAI PORT , INDIA**

25. IF BHEL OPTS FOR ANNUAL MAINTENANCE TO BE AWARDED TO THE VENDOR AFTER THE EXPIRY OF WARRANTY PERIOD , THE MODUS OPERANDI OF SUCH CONTRACT SHALL BE AS FOLLOWS

a QUARTERLY (ONCE IN THREE MONTHS) VISIT BY SERVICE PERSONNEL OF BIDDER AT THE SITE OF LOCATION OF CRANE FOR TWO MAN DAYS PER VISIT.

b. IN CASE OF ANY BREAK-DOWN BIDDER'S SERVICE PERSONNEL SHALL ATTEND THE PROBLEM AT SITE WITHIN 96 HRS. WITH RESPECT TO DATE AND TIME OF SUCH CALL IS RAISED.

c. THE TENURE OF AMC SHALL BE TWO YEARS.

AMC CHARGES FOR POST WARRANTY PERIOD OF TWO YEARS SHALL BE QUOTED SEPARATELY (FOR FUTURE REQUIREMENT) AND THE SAME SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE. THIS PRICE SHALL BE **VALID FOR A PERIOD OF TWO YEARS** FROM THE DATE OF PLACEMENT OF ORDER FOR MAIN EQUIPMENT. BHEL RESERVES THE RIGHT OF PLACING ORDER WITHIN THE VALIDITY PERIOD WHICH SHALL BE BINDING ON THE BIDDER. BHEL SHALL NOT PROVIDE LODGING FACILITY, ONLY LOCAL CONVEYANCE AT SITE SHALL BE ARRANGED BY BHEL.

26. SUPERVISION CHARGES FOR ERECTION & COMMISSIONING SHALL BE QUOTED SEPARATELY AND THE SAME SHALL BE CONSIDERED FOR EVALUATION. FOR THIS PURPOSE, QUOTED PRICE WILL BE CONSIDERED IN INDIAN CURRENCY ONLY AND PAYMENT SHALL BE MADE **IN INR**.

27. TOTAL COST TO BHEL SHALL BE CONSIDERED FOR EVALUATION PURPOSE AS DETAILED IN PRICE SCHEDULE FORMAT .

28. DURING ERECTION & COMMISSIONING OF EQUIPMENT TO BE CARRIED OUT UNDER SUPERVISION OF BIDDERS ENGINEER(S), BHEL SHALL PROVIDE ALL NECESSARY MANPOWER, STANDARD TOOLS & PLANTS, LOADS, AUXILIARY CRANE WITH SLINGS INCLUDING FUEL, OPERATOR AND CONSUMABLES LIKE JUTE, GREASE, DIESEL OIL ETC. FREE OF COST.

29. SUCCESSFUL VENDOR HAS TO SUBMIT THE **QUALITY PLAN** SPECIFYING THE CRITERIA FOR PRE-DESPATCH INSPECTION FOR APPROVAL OF BHEL AT LEAST 60 DAYS PRIOR TO INSPECTION AT MANUFACTURER'S WORKS. INSPECTION MAY BE CARRIED OUT BY BHEL.

30. **WARRANTY** : WARRANTY WILL BE FOR WORKMANSHIP, MATERIALS USED, DESIGN AND STIPULATED PERFORMANCE OF THE CRANE AND WILL REMAIN VALID FOR A PERIOD OF 18 MONTHS FROM THE DATE OF DESPATCH FOR FOREIGN SUPPLIERS, DATE OF EXCISE DUTY GATE PASS FOR INDIAN SUPPLIERS, OR 12 MONTHS FROM THE DATE OF COMMISSIONING OF THE CRANE AT SITE OR 3000 OPERATING HOURS OF THE CRANE, WHICHEVER IS EARLIER. BIDDER SHALL SUPPLY ALL THE SPARES REQUIRED DURING WARRANTY PERIOD FREE OF COST. A TENTATIVE UN-PRICED LIST OF SUCH WARRANTY SPARES SHOULD BE ENCLOSED WITH TECHNO-COMMERCIAL OFFER.

31. TERMS OF PAYMENT : TENDERER SHALL ADHERE TO THE FOLLOWING PAYMENT TERMS :

FOR FOREIGN BIDDERS :--

A. 90% OF FOB VALUE OF CRANE & SPARES (IF ANY) SHALL BE PAYABLE AGAINST FOB DESPATCH THROUGH LC .

B. 10% OF FOB VALUE AGAINST INSTALLATION & COMMISSIONING CERTIFIED BY BHEL SITE PERSONNEL & SUBMISSION OF 10% PBG OR EXTENSION OF SDBG.

C. 100% OCEAN FREIGHT CHARGES ON RECEIPT OF THE CRANE AND ITS SPARES (IF ANY) AND ITS SUBSEQUENT CUSTOMS CLEARANCE AT INDIAN PORT.

D. CHARGES FOR SUPERVISION AGAINST INSTALLATION & COMMISSIONING OF EQUIPMENT AT BHEL SITE, WILL BE PAYABLE IN INDIAN CURRENCY @ 100% ON SUCCESSFUL COMMISSIONING.

FOR INDIAN BIDDERS :--

A. 90% OF VALUE OF CRANE & SPARES (IF ANY) SHALL BE PAYABLE AGAINST DESPATCH FROM WORKS THROUGH BANK .

B. 10% OF VALUE AGAINST INSTALLATION & COMMISSIONING CERTIFIED BY BHEL SITE PERSONNEL & SUBMISSION OF 10% PBG OR EXTENSION OF SDBG.

C. 100% FREIGHT CHARGES ON RECEIPT OF THE CRANE AT SITE AND ITS SPARES (IF ANY).

D. CHARGES FOR SUPERVISION AGAINST INSTALLATION & COMMISSIONING OF EQUIPMENT AT BHEL SITE, WILL BE PAYABLE IN INDIAN CURRENCY @ 100% ON SUCCESSFUL COMMISSIONING.

32. FORCE MAJEURE : THE TENDER SHALL BE SUBJECT TO FORCE MAJEURE CLAUSE DEFINED AS UNDER :

32.1 THIS FORCE MAJEURE IS HEREIN DEFINED AS ANY CAUSE WHICH IS BEYOND THE CONTROL OF THE TENDERER WHICH THEY WOULD NOT HAVE FORESEEN OR WITH A REASONABLE AMOUNT OF DILIGENCE COULD NOT HAVE FORESEEN AND WHICH SUBSEQUENTLY AFFECT THE PERFORMANCE OF THE CONTRACT SUCH AS :-

SRCC (STRIKE RIOT AND CIVIL COMMOTION), EARTHQUAKE, FLOOD, ACTS OF GOD, ACTS OF ANY GOVERNMENT, DOMESTIC OR FOREIGN INCLUDING BUT NOT LIMITED TO WAR.

32.2 THE TENDERER SHALL NOT BE LIABLE FOR DELAY IN PERFORMING HIS OBLIGATION RESULTING FROM ANY FORCE MAJEURE CLAUSE AS REFERRED TO AND/OR DEFINED ABOVE. THE DATE OF COMPLETION WILL BE EXTENDED BY A REASONABLE TIME EVEN THOUGH SUCH CAUSE MAY OCCUR AFTER TENDERER'S PERFORMANCE OF HIS OBLIGATION HAS BEEN DELAYED FOR OTHER CAUSES.

33. ARBITRATION : IN THE EVENT OF ANY DISPUTE OR DIFFERENCE ARISING BETWEEN THE PARTIES TO THIS CONTRACT REGARDING EXECUTION OF THE SAME OR THEIR RESPECTIVE RIGHTS AND LIABILITIES THERE UNDER, THE SAME SHALL EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN, BE REFERRED TO THE SOLE ARBITRATION OF THE GENERAL MANAGER OR HIS NOMINEE. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH PROVISIONS OF THE INDIAN ARBITRATION & CONCILIATION ACT, 1996 / THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS. THE VENUE OF ARBITRATION SHALL INVARIABLY BE KOLKATA, INDIA.

34. JURISDICTION : ALL DISPUTES OR DIFFERENCES ARISING UNDER OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF COURT AT DELHI.

35. LIQUIDATED DAMAGE : IT IS CLEARLY UNDERSTOOD AMONG 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 (FOB PRICE / EX. WORKS PRICE EXCL. ED & ST) IN ARREARS PER WEEK AT THE DISCRETION OF THE PURCHASER, SUBJECT TO A MAXIMUM OF 5% (FIVE PERCENT) OR PART THEREOF OF FOB PRICE FOR FOREIGN BIDDERS / EX WORKS PRICE FOR INDIAN BIDDERS, WILL BE LEVIED WITHOUT PREJUDICE TO ANY OTHER RELIEF OR COMPENSATION DUE TO THE PURCHASE UNDER ANY OTHER CONDITION TO THE CONTRACT.

36. RISK PURCHASE : THE PURCHASER AT HIS OPTION, WILL BE ENTITLED TO TERMINATE THE CONTRACT AND TO PURCHASE ELSEWHERE AT THE RISK AND COST OF THE SELLER EITHER THE WHOLE OF THE GOODS OR ANY PART WHICH THE SUPPLIER HAS FAILED TO DELIVER OR DISPATCH WITHIN THE TIME STIPULATED AS AFORESAID OR IF THE SAME WERE NOT AVAILABLE, THE BEST AND THE NEAREST AVAILABLE SUBSTITUTE THEREFORE. THE SELLER SHALL BE LIABLE FOR ANY LOSS WHICH THE PURCHASER MAY SUSTAIN BY REASON

OF SUCH RISK PURCHASE IN ADDITION OF L.D. AT THE RATE MENTIONED IN CLAUSE 35 ABOVE.

37. BHEL SHALL PROVIDE SUITABLE CRANE FOR UNLOADING/ASSEMBLY AT SITE FREE OF COST.

38. THE CRANE & PARTS SHALL BE PAINTED WITH ONE COAT OF PRIMER AND TWO COATS OF FINISH SYNTHETIC PAINT OF REPUTED MANUFACTURER. EPOXY PAINTING OF STANDARD BOOM AND OTHER ADDITIONAL BOOM INSERTS SHALL BE DONE WITH REQUISITE PRIMER.

39. NEW TAXES & DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD, SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENT TO THE SATISFACTION OF BHEL. ALSO OCTROI/ ENTRY TAX APPLICABLE, IF ANY, SHALL BE BORNE BY BHEL.

NOTE:

The following assumptions/ considerations shall be part of tender inquiry:

1. Evaluation of bids:

Offers by foreign bidders need be submitted in both FOB and C&F basis. Evaluation of priced offers shall be on the basis of C&F in case of foreign bidders plus supervision charges for commissioning/ installation plus expenditure against opening of LC 02 months in advance, Import Duty and that of for the indigenous (Indian) bidders the basis shall be EX –Works price in INR plus supervision charges for commissioning/ installation, plus Taxes & Duties applicable thereof.

2. In case of foreign bidders, Ordering shall be on FOB basis which may be converted to C&F basis based on arrangement/ agreement with Transchart, Ministry of Shipping.

3. For evaluating the bid the foreign currency component shall be converted to INR based on exchange rate as existing on the date of price bid opening and as declared by SBI against bill selling rate.

4. Insurance: Insurance from the port of origin to the destination site in India (for foreign bidders) and insurance from Ex-factory to the destination site (for Indian bidders) shall be arranged by BHEL.

5. Port handling and inland transportation as applicable for foreign bidders shall be arranged by BHEL.

6. In case the equipment is offered from outside India, the tenderers shall also submit following information alongwith technical bid:

a) Gross / Net Weight of Equipment in KG

b) Volume of cargo in packed-in-conditions in CBM/ Freight-Tons.

c) No. of packages and their individual weight/ Vol. in MKS system, alongwith tentative shipping list.

d) Name of the Load Port.

e) Voyage time from load port to CHENNAI Port in India.

7. BHEL RESRVES THE RIGHT TO PLACE THE ORDER FOR OPTIONAL ITEMS AT VENDOR'S QUOTED RATES WITHIN THE VALIDITY PERIOD.

8. FOR INDIGENIOUS EQUIPMENT, TRANSPORTATION OF THE EQUIPMENT FROM MANUFACTURING WORKS TO INSTALLATION SITE AT SITES SHALL BE IN THE SCOPE OF THE BIDDER.

ANNEXURE-
III**QUALITY PLAN FOR CRAWLER CRANES (ALL CAPACITIES)**

SL NO.	CHARACTERISTICS / ITEM	TYPE OF CHECK	INSTRUMENT	QUANTUM/ FREQUENCY OF CHECK	REFERENCE DOCUMENT/ACCEPTANCE STANDARD	FORMAT OF RECORD	REMARKS
1	Manufacturing standard	Verification	NIL	100%	Manufacturers' Standard Ref. No. & Records maintained during various stages of manufacture.	Copy of the standard	Certificate of compliance of standard to be given by the manufacturer
2	Bill of Material	Verification	NIL	100%	Purchase Order	Purchase Order	
3	Safety Devices :						
	(a)Cut off devices with alarms when exceeding permissible load moments	Functional Check	NIL	100%	Purchase Order	Joint Protocol to be signed by the vendor & BHEL Inspector	To be inspected depending upon the list of devices included in the PO/relevant standard
	(b)Safety control to stop all dangerous operations during instability						
	(c) Safe load indicator with visual display in operator's cabin indicating all operating parameters						
	(d)Safety valve in the event of pipe/hose rupture						

	(e) Protection against boom over hoisting & over lowering, and over hoisting of hoist. (hoist & boom limit switches to be provided)						
	(f) Drum limit switch for retaining minimum 3 layers of rope on drum						
	(g) Self check/error detection system						
	(h) Anemometer with wind velocity indicator						
	(i) Electronic gradient indicator (inclinometer)						
	(j) Rope attachment in boom (socket/eye provision)	Physical checking					
	(k) Swing lock	Functional Check					
	(l) Guards for rotating parts	Physical checking					
4	Inspection at no load						
	(a) All crane functions- travelling, steering, hoisting, derricking/luffing, slewing, all horns & lights, oil pressure gauge, etc., ammeter and water temperature gauge etc	Functional Check			Purchase Order	Joint Protocol to be signed by the vendor & BHEL Inspector	
	(b) All Lubrication points						
	(c) Hook Latch provision	Functional Check					
	(d) Brakes & Clutches						
5	Load & Over Load Testing						

	(a) Load test to be carried out at 10% over & above the rated capacity. All crane functions- travelling, steering, hoisting, derricking/luffing, slewing, self-erection system to be checked (b) Over-load test to be carried out at 25% over & above the rated capacity	Functional Check	Required load-to be arranged by manufacturer	100%	Purchase Order	Joint Protocol to be signed by the vendor & BHEL Inspector	
6	Bought out items						
	(a) Engine	Verification	NIL	100%	Purchase Order	Manufacturer's test certificates and co-relation with crane serial number	
	(b) Hook Blocks						
	(c) Wire Ropes						
	(d) Hydraulic Pumps & Motors						
	(e) Track Shoes						
7	Boom & Jib						
	(a) Material Specifications	Verification	NIL	100%	Vendor's records		
	(b) Welding Procedure	Verification	NIL	100%	Vendor's records		
	(c) Record of non destructive testing of welding i.e. Dye penetrant testing, MPI/UTI etc	Verification of NDT records	NIL	100%	Vendor's records		
	(d) Checking of alignment w.r.t. tolerance limits	Verification of records	NIL	100%	Vendor's records		
8	Crane documentation i.e. O&M manual, spare parts manual, bought out items manuals etc	Verification	NIL	100%	Purchase Order		
NOTE: In case of crawler cranes below 100MT capacity, all safety devices/parameters listed above may not be applicable. In such cases, the devices/parameters may be checked as per the PO specifications							

Annexure -1

Sl. No.	TECHNICAL SPECIFICATIONS OF CRAWLER CRANE (General purpose erection crane)	
1	Description-- Crawler Mounted Lattice Boom Hydraulic Crane.	
2	Standard-- As per DIN/IS/ANSI/BIS/EN Standard.	
3	Stability rating— 75%	
4	Basic cap.— 100 MT. At 5.0 m.radius with basic boom(360° slew) & 15 MT At 12 m. Radius with 70 m. Main boom.	
5	Main boom and fixed jib : Boom length : 70 m. Length of fixed jib: 20 m with 60 m Boom.	
6	Boom hoisting, slewing, main/aux. hoisting ,travel drives etc : ALL 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, reputed make like Cummins/Caterpillar/Hino/Isuzu/Volvo made in US/ JAPAN/EUROPE	
9	Control levers— Fully electronic synchronizing device with self centering joysticks	
10	Winches-- 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 brake.	
11	Crane Cabin-- Spacious, all steel construction cabin, swiveling sidewise with operating and control/monitoring instruments. Cabin to be preferably tilt able backward for better vision.	
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) Main Hoist, Jib Hoist & Boom Hoist limit switch. d) Anemometer	
14	Electrical system-- 24 V DC	
15	Hook blocks— Hook block for maximum rated capacity of the crane offered shall be provided with the crane. In addition suitable hook blocks of approximately 50 MT capacities , and a ball hook block shall be provided. Bidder shall arrange Third party inspection by reputed international agency viz. Lloyds for load & over load and Ultrasonic testing. These shall be checked during inspection of crane.	
16	Brakes— Preferable Disc type Brakes.	
17	Over all crawler end to end outer width of the crane -- Not above 8 M	
18	SPARES: (a) 2 Nos. Lattices of 6M length of each size of lattices pipes used in the boom sections. (b) 6 sets of Engine Filters and Hydraulic Filters. Details of items being supplied to be given for (a) & (b)	
19	Experience - Bidder shall meet all the following requirements: a) Bidder should have been manufacturing and supplying crawler crane of quoted capacity or higher for at least past 5 years.	

	b)Minimum 5 units of quoted capacity and quoted make crawler cranes should have been supplied and working in India.. c)Offered model should be in current manufacturing range. d)Complete documents for above to be submitted as per annexure-II failing which offer shall not be considered.	
20	Commissioning: __Supervision of assembly and commissioning of crane shall be provided at BHEL site by the vendor without any additional charges.	
21	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 and shall provide 6 nos visit during warrentee period.	
22	Inspection-- Crane shall be inspected and load tested at manufacturers' works and at BHEL site as per international norms according to the load charts supplied along with the offer and as per BHEL quality plan Annex.III . At site, load test shall be carried out with available loads. Bidder shall arrange third party inspection by a reputed international agency viz Lloyds etc. for weld checks of all booms, jib inserts, revolving frame, under carriage of the crane by hundred percent Ultrasonic testing/ X-ray. The documents of all third party inspection shall have to be submitted to BHEL Engineer during inspection.	
23	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.	
24	Drawing / Documentation 3 sets-- Operating and Maintenance manual along with equipment part list, shop manual for bought out items to be submitted to the customer during the time of delivery of the equipment.	

FOR MAKE OF ALL MAJOR COMPONENTS OF THE CRANE

BIDDERS MUST FILLTHE ANNEXURE-IV

FAILING WHICH THEIR BID

SHALL BE REJECTED.

ANNEXURE-IV
MAKE OF THE MAJOR COMPONENTS OF THE QUOTED CRANE

Sl. No.	Name of the Component	BHEL REQUIREMENT- Make of the Component	BIDDER'S OFFER- Specifically mention the name of the supplier with documentary evidence	Remarks
1	ENGINE	Reputed make like Cummins, Caterpillar, Volvo / Isuzu, Hino manufactured in Europe/ America/ Japan..		Authorized Service Agency In India For Engine Manufacturer to be Indicated
2	HYDRAULIC PUMPS , MOTORS & JACKS	Reputed make like Rexroth, Bosch-Rexroth, Sundstrand, Danfoss ,kawasaki manufactured in EUROPE/ AMERICA/ Japan..		
3	WINCHES, HYDRAULIC COUPLERS, BEARINGS, SLEW RING BEARING, SAFE LOAD INDICATOR, BOOM & JIB'S CHORD AND LATTICES	Reputed make Manufactured in EUROPE/ AMERICA/ Japan.		
4	WIRE ROPES	Reputed make like Bridon, Casar, Shinko Manufactured in, EUROPE/ AMERICA/ Japan.		
5	STEEL PLATES USED IN CRANE'S REVOLVING FRAME , UNDER CARRIAGE.	Reputed supplier for plates Manufactured in EUROPE/ AMERICA/ Japan.		

PART F : BG FORMATS

(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN ITALICS & (TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER) BOLD WITHIN BRACKET)

SECURITY DEPOSIT

In consideration of the BHARAT HEAVY ELECTRICALS LIMITED (a Government of India Undertaking) having its registered office at BHEL HOUSE, Siri Fort, New Delhi

-
110 049 through its division BHEL-PSNR at Plot 25, Sector – 16-A, Noida-201301 (hereinafter called 'the Company') having agreed to exempt _____ (hereinafter called 'the said Contractor/s') from the demand, under the terms and conditions of an Agreement arising out of letter of intent/work order issued under no _____, dated _____, made between the Company and Contractor for **(NAME OF WORK)** (hereinafter called 'the said Agreement') of Security

Deposit for the due fulfilment by the said Contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs

(Rupees _____ only), we **(NAME OF BANK)**

, (hereinafter referred to

as 'the Bank') at the request of (CONTRACTOR/s) do hereby undertake to pay to the

Company an amount not exceeding Rs _____ (Rupees

_____ only) against any **loss or damage caused to or suffered or would be caused to or suffered by the company by reason of** (DEFAULT IN THE PERFORMANCE OR) any breach by the said Contractor/s of any of the terms or conditions contained in the said Agreement.

01. We **(NAME OF BANK)**

02. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. 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 suffered or would be caused to or suffered by the company by reason of** (DEFAULT IN THE PERFORMANCE OR) breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor's/s' failure to perform the said Agreement. Any such demand made 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 _____ (Rupees _____ only).

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

03. We, **(NAME OF THE BANK)**

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement 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 & its claims satisfied or discharged or till

the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said Contractor(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee therein after.

04. We, **(NAME OF THE BANK)**

05. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s), Supplier (s). further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 or 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 reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission 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 to sureties would, but for this provision, have effect of so relieving us.

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

07. We, **(NAME OF THE BANK)**

lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the day of

Witness:

(NAME OF THE BANK)

NOTE: Expiry date to be shown in Sl.-3 above should not be earlier than 60 days after the date contemplated under the contract.

Note : The party prefers the Bracketed clause in place of the Italicized/bold portion on the preface and clause 01.

PART – G:
PRICE SCHEDULE FORMAT FOR CRAWLER CRANE
For Foreign Bidders (Annexure – I) PAGE 01 OF 02

A) MAIN ITEMS
(Mention Currency)

Sl no	DESCRIPTION	FOR BHEL SITES TEN CRANES	
		UNIT PRICE	TOTAL PRICE FOR
1	FOB Price for Main Equipment including warranty spares (REFER SL.NO 7 OF SCC), tool kit (REFER SL.NO. 14 OF SCC) etc. as per tender specification		
2	Shipping (Ocean) freight upto INDIAN SEAPORT (CHENNAI PORT AND MUMBAI PORT)		
3	OTHER CHARGES, IF ANY (PL SPECIFY IN DETAIL)		
4	C&F Price for Main Equipment including warranty spares, tool kit etc. as per tender specification i.e all inclusive price – (1+2+3)		
5	IMPORT DUTY (PL SPECIFY ALONGWITH % OF FOB)		
	a) Customs duty @		
	b) Counter Vailing Duty @ @.....		
	c) Special Additional Duty @ @.....		
	d) Others @ @.....		

B) SERVICES

SL NO	DESCRIPTION	FOR TWO CRANES OF PSNR	FOR TWO CRANES OF PSWR	FOR TWO CRANES OF PSER	FOUR CRANES OF PSSR
1	Supervision Charges for Installation and Commissioning of Cranes at Site.				

PART – G:
PRICE SCHEDULE FORMAT FOR CRAWLER CRANE
For Foreign Bidders (Annexure – I) PAGE 02 OF 02

C) **OPTIONAL ITEMS** (not to be considered for evaluation)

PRICE IN RUPEES

SL	DESCRIPTION	FOR PSNR	FOR PSER	FOR PSWR	FOR PSSR
1	AMC of one equipment 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 equipment 3				
3	Recommended spares for 2-year trouble-free operation beyond warranty period for each crane	Priced list to be attached separately.			

NOTE: Total cost to BHEL shall be considered for evaluation purpose as given below :

a) For imported equipment (Annexure-I), total cost = A4+A5+B1+3% of A1 (port handling and misc. charges) + LC opening charges +expenditure against opening of LC 02 months in advance.

PART – G :
PRICE SCHEDULE FORMAT FOR CRAWLER CRANE
For Indian Bidders (Annexure – II) –page 01 of 02

A) MAIN ITEMS

SL	DESCRIPTION	FOR PSNR SITES (TWO)		FOR PSER SITES TWO		FOR PSWR SITES TWO		FOR PSSR SITES (FOUR CRANES)	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Ex. Works Price (excluding ED & ST, OTHER APPLICABLE TAX / DUTY, IF ANY) for Main Equipment including warranty spares (REFER SL.NO 7 OF SCC), tool kit (REFER SL.NO. 14 OF SCC) etc. as per tender specification								
2	TAXES & DUTIES , PL SPECIFY IN TERMS OF % EX-WORKS PRICE FOR EACH ELEMENT								
	a) Excise Duty								
	b) Sales Tax (if C-form provided by BHEL								
	c) Sales Tax (if C-form is not provided by BHEL)								
3	OTHER CHARGES, IF ANY								
4	TOTAL (1+2+3) (Ex Works incl. Taxes and Duties)								

PART – G :
PRICE SCHEDULE FORMAT FOR CRAWLER CRANE
For Indian Bidders (Annexure – II) –page 01 of 02

B) SERVICES

SL	DESCRIPTION	FOR TWO CRANES OF PSNR	FOR TWO CRANES OF PSER	FOR TWO CRANES OF PSWR	FOR FOUR CRANES OF PSSR
1	Supervision charges for Installation & Commissioning of equipment				

C) FREIGHT CHARGES

SL	DESCRIPTION	PRICE IN RUPEES
A)	Total charges for transportation from works to PSER HQ - KOLKATA.	
B)	Total charges for transportation from works to PSWR HQ –NAGPUR	
C)	Total charges for transportation from works to PSSR HQ –CHENNAI	
D)	Total charges for transportation from works to PSWR HQ –NOIDA	

E) OPTIONAL ITEMS (not to be considered for evaluation)

SL DESCRIPTION

PRICE IN RUPEES

1 AMC of one equipment 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 equipment

3 Recommended spares for 2-year trouble-free operation beyond warranty period

Priced list to be attached separately.

Note

Indian Bidder should fill the price bid format at PART – G , Annexure – II : Total cost to BHEL shall be considered for evaluation purpose as given bellow : For Indian equipment(Annexure-II), total cost = A4 EXCLUDING ED +B1.

PART – H
NO DEVIATION CERTIFICATE

Certified that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and offer our unqualified acceptance of the same. It is also confirmed that the price has been quoted in the format received with the enquiry. Any deviation found subsequently at any time during execution of order shall be treated null and void.

(Signature of bidder)
with Seal

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR

02. ADDRESS

03. VENDOR'S BANK A/C NAME

04. VENDOR'S BANK A/C NO.

05. NAME OF BANK

06. NAME OF BRANCH

07. BRANCH PH. NO.

08. CITY

09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER
WITH OFFICE SEAL

Note : Incorrect information will crate accounting complications and payment will be delayed
