



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 – Northern Region,**  
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,  
NOIDA – 2 01301 (INDIA)  
Phone: 91-120-2416363/2515476 / 2515464  
Fax 91-120-2515464 / 2515467  
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### TENDER NOTICE

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

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/ OPR/ E-1508</b>	<b>SUPPLY AND SUPERVISION FOR ASSEMBLY AND COMMISSIONING OF 100 MT CLASS CRAWLER CRANES AS PER SPECIFICATIONS FURNISHED IN ANNEXURE-I OF TENDER ENQUIRY.  QUANTITY REQUIRED - FOUR NOS.</b>	<b>23.07.2008  3.30 PM (IST)</b>

#### Notes:

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

**DGM/SCP**



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### NOTICE INVITING TENDER

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### QUALIFYING REQUIREMENTS / PAST EXPERIENCE OF BIDDERS:-

- (i) BIDDER SHOULD HAVE BEEN MANUFACTURING AND SUPPLYING CRAWLER CRANE OF QUOTED 'OR' HIGHER CAPACITY FOR AT LEAST LAST THREE YEARS.
- (ii) BIDDER SHOULD HAVE SUPPLIED MINIMUM TWO UNITS OF QUOTED 'OR' HIGHER CAPACITY OF SAME MAKE CRAWLER CRANES AND THAT SHOULD HAVE BEEN IN OPERATION ANY WHERE IN THE WORLD.
- (iii) THE OFFERED CRANE MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE.

### **NOTES:**

1. The bidder shall either be Manufacturer of the offered crane or their authorized dealer. In case the bidder is an authorized dealer, they shall submit authorization of the manufacturer along with the technical bid. The bidders shall enclose details/documents in support of their offers in line with qualifying requirements as 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)
- (5) Format for B.G
- (6) Format for Reverse Auction (RA)

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) may also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued free of cost on all working days between 09.30 Hrs. to 12.30 Hrs **up to 22.07.2008**. Request for issue of tender document should clearly indicate Tender No. and item description
5. Tenders must be submitted to the undersigned latest by **23.07.2008** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on 23.07.2008.
6. **Earnest Money Deposit (EMD)** : Refundable, Non-interest bearing **EMD of Rs. 2,00,000/-** (Rupees Two Lacs only) from Indian bidders or US dollar 5000/- (US Dollar Five Thousand only) from foreign bidders shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA.
7. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
8. The port of delivery for these cranes shall be Kolkata/Haldia or Mumbai in India.
9. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
10. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever (BHEL reserve the right to reject any offer in case of any deviation from tender specifications).
11. **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).**

Authorization of representative who will participate in the on line Reverse Auction Process;

- a. Name and Designation of official
- b. Postal Address (Complete)
- c. Telephone Nos. (Land line & Mobile both)
- d. FAX No.
- e. E-mail address

Name of Place/State/Country, wherefrom he will participate in the RA

12. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
13. Purchase Preference will be given to CPSUs as per Guide lines of Govt. of India.

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Sl. No.	TECHNICAL SPECIFICATIONS OF CRAWLER CRANE (GENERAL PURPOSE ERECTION CRANE )	SPECIFICATIONS/ COMMENTS OFFERED BY THE BIDDER
1	<b>Description:</b> Crawler Mounted Lattice Boom Hydraulic Crane.	
2	<b>Standard:</b> As per DIN/IS/ANSI/BIS Standard.	
3	<b>Stability rating:</b> 75%	
4	<b>Basic cap.—</b> 100 mt. At 4.5 mts.radius with basic boom(360 <sup>0</sup> slew ) & 15 mt. At 12 mtr. Radius with 70 mtr. Main boom.	
5	<b>Main boom and fixed jib :</b> Maximum length of main boom: 70 M. appox. Maximum length of fixed jib: 15 M.	
6	<b>Boom hoisting, slewing, main/aux. hoisting, travel drives etc:</b> All Hydraulic drives.	
7	<b>Central Ballast:</b> Base Frame for full ballast to meet offered load chart.	
8	<b>Engine:</b> Turbo charged water/coolant-cooled diesel engine of adequate power, preferably Cummins/Caterpillar make	
9	<b>Control levers:</b> Fully electronic synchronizing device with self centering joysticks	
10	<b>Winches:</b> 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	<b>Crane Cabin:</b> Spacious, all steel construction cabin, swiveling sidewise with operating and control/monitoring instruments. Cabin to be preferably tilt able backward for better vision.	
12	<b>Crane operation:</b> Multiple movements simultaneously.	
13	<b>Safety devices :The crane shall be equipped with all the following safety devices:</b> 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	<b>Electrical system:</b> 24 V DC	
15	<b>Hook blocks:</b> Hook block for maximum rated capacity of the crane offered shall be provided with the crane. In addition suitable hook blocks of approximately <b>50 MT</b> capacities, and a ball hook block shall be provided.	
16	<b>Over all crawler end to end outer width of the crane : Not above 8 M</b>	
17	SPARES: (a) 2 Nos. Lattices of 6M length of <b>each size</b> 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)	
18	<b>Experience - Bidder shall meet all the following requirements:</b> a) Bidder should have been manufacturing and supplying crawler crane of quoted OR higher capacity for at least past <b>three</b> years. b) Minimum 2 units of quoted OR higher capacity and quoted make crawler cranes should have been supplied and working any where in the world. c) Offered model should be in current manufacturing range.	
19	<b>Commissioning:</b> Supervision of assembly and commissioning of crane shall be provided at BHEL site by the vendor.	
20	<b>After Sales Service Facility:</b> 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 warranty period.	
21	<b>Inspection--</b> Crane shall be inspected and load tested at manufacturers' works and at BHEL site as per international norms and mutually accepted quality plan, according to the load charts supplied along with the offer. At site, load test shall be carried out with available loads	
22	<b>Training--</b> For each crane, necessary training for operation & maintenance shall be given to two BHEL personnel free of charge for <b>01 week</b> at manufacturers works and again at site for another <b>01 week</b> after commissioning.	
23	<b>Drawing / Documentation / Tool Kit:</b> 3 sets-- Operating and Maintenance manual, spare parts manual, Boom repair manual and shop manual for bought out items to be submitted at the time of delivery of the equipment.	



## **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 **FOUR NUMBERS 100 MT CLASS CRAWLER CRANES** as per detailed specifications furnished in Annexure-I, so as to reach us before the date of opening. **The tenders (Part I only) will be opened at 3.30 PM (IST) on 23.07.2008.**

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 converter, load moment device, pumps and motors of the offered crane.
- iii) **List of essential spares as required** against SI No. 17 of Technical Specifications (Annexure-1) of this enquiry.
- iv) **Documents** in support of qualifying requirements given in the 'NIT'
- v) **Authorization from the manufacturer** of offered crane in favour of the dealer, in case the bidder is a authorized Indian dealer.
- vi) **Details of safety devices / controls** to be provided in the crane as standard and as optional.
- vii) **Engine Detail---**Make, Model, B.H.P /Rpm, Max. Torque, Specific Fuel Consumption etc.
- viii) **Details** about maximum single piece weight for road transportation.
- ix) **Shipping detail** for road transportation.
- x) **Details of super lift arrangement** (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 and the technical specifications.
- xiv) **Deviation statement** from tender conditions.(In case the deviation is not acceptable BHEL, reserves the right to reject the offer).

**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 super scribed 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 super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed 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 **one week** at manufacturers works and again at site for another **one week** during/after commissioning.

**6. The delivery required within Six 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 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<sup>0</sup> 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, along with tentative shipping list.
  - Name of the nearest load port and its distance from works.
  - Approx. Voyage time from load port to the port in India.
  - Ocean freight from load port to the port in India. **To be furnished in Rate Schedule format – Annexure- II**
  - Name and address on whom Order is proposed to be placed.
  - In case of payment through Letter of Credit, names of Beneficiary and Banker with account details.

**Notes:**

- Letter of Credit can be opened only in the name of the original foreign supplier/manufacturer and it should be same on whom Purchase order is also to be issued. **Indian suppliers shall not be paid through L/C.**
- For evaluation of bids, since the bids are expected to be in different currencies, the exchange rate shall be considered as ‘T.T. selling rate’, as SBI Exchange/ Card rates on the date of Reverse Auction / Price bid opening. In case of Holiday, rates for previous day shall be considered.**
- All LC processing charges, except opening charges with our Bankers, shall be borne by the beneficiary i.e. the supplier.

11. **Payment Terms:** The supplier shall adhere to the following payment terms for each crane :-

- 80% of ex-works/FOB value of crane and spares against dispatch 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. 18 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. (In case of foreign supplier)
- 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
- Manuals of crane model supplied alongwith documents at Sl. no. 23 of Technical specifications of this NIT.
- Certificate confirming, “Goods supplied are new”.

- b. 100% Taxes and Duties against dispatch documents
- c. 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.
- d. 100% payment of custom duty, CVD, custom clearance & handling charges, etc., as may be applicable, after custom clearance against submission of documentary proof.
- e. 10% of ex-works/FOB value of crane and spares on installation, testing and commissioning of crane at site.
- f. Balance 10% of ex-works/FOB value of crane and spares along with Supervision charges for assembly, testing and commissioning of crane at BHEL site within 30 days of commissioning / acceptance test at site against performance bond / Bank Guarantee of 10% of order value.

**NOTES:-**

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

**(ii) No advance shall be paid.**

**12. Warranty:-**

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

- 13 For each of the crane, the supplier shall provide six free service visits of their service engineer from Indian Service Centers during the warranty period. Each visit shall be of at least two days duration at site. In addition to above, for each of the crane the supplier shall also provide three free visits of Manufacturer's service engineer during the warranty period.** These free visits shall be in addition to deployment of service engineers by the supplier to attend to break downs, if any, during the warranty period.
- 14. All lubricants / consumables (except fuel) required for successful commissioning of the crane shall be supplied along with the crane without any extra cost.**
- 15. No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno-commercial bid.**
- 16. On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract either on FOB 'OR' on C&F OR CIF basis at its sole discretion.**
- 17. In case of any contradiction between General Terms & Conditions and Special Terms & Conditions, the latter shall prevail.**
- 18. Unsolicited rebate/discount shall not be accepted after bid opening.**
- 19. All sheets of the offer should be duly signed and stamped by the tenderers and should be submitted along with the Part-I bid.**

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## GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 11** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

**No advance shall be paid.**

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

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
5. **No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed.** Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and forfeiture of earnest money (EMD) and or purchase at the risk and cost of supplier.
6. **Security Deposit :** For each crane, the successful bidder shall furnish a **Security Deposit (SD) in the form of bank guarantee/DD** for an amount equivalent to 10% of the order value (FOB/Ex Works value) of each crane for the satisfactory execution of the Purchase Order(PO) in accordance with the terms and conditions and delivery specified in the PO. The BG shall remain valid till completion of delivery period plus two months. The supplier shall extend the validity of the BG in case of delay in delivery. The bank guarantee (BG) shall be submitted **from** a Bank as **per the list enclosed** 'OR' from any other scheduled Bank in India. However, discretion of its acceptance shall lie solely with BHEL. The SD shall be submitted within 15 days from the date of acceptance of Purchase Order/L.O.I. The above BG shall be returned after receipt of 'Performance Bank Guarantee' as mentioned against SL NO. 13 below.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited.**
9. Where Sales Tax/VAT is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax/VAT Registration No. in the offer.
10. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject

to a maximum of 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 therefore. 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 manufacturer's 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 dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

**Note : However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**

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.

**GM/SCP.**

**ANNEXURE-II****RATE SCHEDULE**

<b>Sl.No.</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
<b>1.</b>		
1.1	TOTAL F.O.B./EX-WORKS PRICE FOR SUPPLY OF 4 (FOUR) NUMBERS 100 MT CLASS CRAWLER CRANES AS PER DETAILED SPECIFICATIONS FURNISHED IN ANNEXURE-I AND AS PER YOUR OFFER.	
1.2	TOTAL F.O.B./EX-WORKS PRICE OF ESSENTIAL SPARE PARTS FOR BOTH CRANES AS MENTIONED AT SL. NO. 18 OF TECHNICAL SPECIFICATION ANNEXURE-I. <b>[SPARES REQUIRED WITH EACH CRANE:</b> (I) 6 SETS OF ENGINE & 6 SETS OF HYDRAULIC FILTERS (II) 2 NOS. LATTICES OF 6 MTR LENGTH OF EACH SIZE OF LATTICES PIPES USED IN BOOM SECTION]  <b>NOTES:</b> (i) Foreign supplier shall quote F.O.B price whereas indigenous supplier shall quote Ex-Works price for cranes & spares mentioned at sl. no. 1.1 & 1.2 above. (II) Bidders shall enclose the list of spares as mentioned at 1.3 above along with their technical bid (Unpriced) (III) The list of spares shall also be enclosed along with Price Bid (Part-II), indicating price of each item covered in the list.	
<b>2.</b>	SHIPPING (OCEAN) FREIGHT UPTO THE PORT IN INDIA. (FOR FOREIGN SUPPLIER) (I) FOR DELIVERY OF CRANE TO MUMBAI PORT <b>OR</b> (II) FOR DELIVERY OF CRANE TO KOLKATA/HALDIA PORT	
<b>3.</b>	INSURANCE (MARINE) CHARGES FROM MANUFACTURING WORKS UPTO PORT IN INDIA. (FOR FOREIGN SUPPLIER) (I) FOR DELIVERY OF CRANE TO MUMBAI PORT <b>OR</b> (II) FOR DELIVERY OF CRANE TO KOLKATA/HALDIA PORT	
<b>4.</b>	CUSTOM DUTY, COUNTER VEILING DUTY, CUSTOM CLEARANCE, PORT HANDLING & DOCUMENTATION CHARGES ETC. (FOR FOREIGN SUPPLIER)  <b>OR</b> EXCISE DUTY, CST (FORM C SHALL BE PROVIDED BY BHEL) ETC.	
<b>5.</b>	SUPERVISION CHARGES FOR ASSEMBLY, TESTING & COMMISSIONING OF CRANES AT SITE.	
<b>6.</b>	CENVAT BENEFIT TO BHEL AGAINST EXCISE DUTY	
<b>7.</b>	<b>GRAND TOTAL COST TO BHEL(TOTAL OF 1 TO 5 MINUS 6)</b>	

**NOTES:**

- Bidders are required to quote for each and every item from 1 to 6 as indicated above. Please indicate **NA** against items not applicable.

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.
6. CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate / value of Excise Duty applicable and CENVAT credit available to BHEL. In such case, party should raise Cenvatable Invoice as per Excise Laws/Rules. The amount of CENVAT Credit available to BHEL will be considered while evaluating the bids.

(Signature and Seal of Tenderer)

(To be stamped in accordance with Stamp Act)

**BANK GUARANTEE TOWARDS CONTRACT PERFORMANCE**

Bank Guarantee No:

Dated:

**To**

M/s Bharat Heavy Electricals Limited,  
BHEL ,PSNR,  
NOIDA

We refer to the contract ("the contract") for off shore/on shore services signed on.....between Bharat Heavy Electricals Ltd., (the main contractor) (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors & assigns) having its Registered/Principal Office at BHEL House, Siri Fort, New Delhi 110049 through its unit or division at Power Sector-Northern region, Noida, Distt. Gautam Budd Nagar, UP and M/s..... ("the sub contractor") (which expression shall unless repugnant to the content or meaning thereof, including its successors, administrators, executors, assigns) having its Registered/Principal Office at.....concerning work  
.....  
.....

Whereas in accordance with the terms of the said contract, the Sub- contractor having agreed to provide a contract performance guarantee for its faithfully performance of the entire contract equivalent to % (.....percent) of the total contract price i.e. upto (Rs.....(Rupees.....  
.....only.) due to the Main contractor.

By this guarantee, we, the undersigned,.....a bank organized under the laws of India and having its Registered/Principal office at..... referred as "The Bank" (which expression shall unless repugnant to the content or meaning thereof include its successors, administrators, executors & assigns) do hereby irrevocably guarantee and undertake to pay upon the first demand to the Main Contractor all or part (as the case may be) monies payable by the Sub contractor to the extent of Rs....  
.....(Rupees.....crores.....lacs.....thousand.....hundred only)  
without cavil or argument, demur, reservation, recourse, contest and/or without any reference to the Sub Contractor. Any such demand made by the Main contractor on the Bank shall be conclusive and binding notwithstanding any difference between the Main Contractor and Sub Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority.

This guarantee shall remain in full force upto and including the ----day of .....200 (....days after the date of successful completion of defects liability period) and shall be extended from time to time for such period as may be desired by the main contractor.

The Bank also agrees that the Main contractor at its option shall be entitled to enforce this guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the sub contractor notwithstanding any security or other guarantee that the Main Contractor may have in relation to the sub contractor's liabilities.

The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable until

all the dues of the Main contractor under or by the virtue of this contract have been fully paid and its claim satisfied or discharged or until the Main contractor discharges the guarantee in writing.

We further agree between us and the main contractor for the purpose of this guarantee any notice given to us by the Main contractor and any amount claimed in such notice by the Main contractor and any amount claimed in such notice by the Main contractor shall be conclusive and binding on us notwithstanding any differences between the Main contractor and Sub Contractor or dispute pending before any court Tribunal, Arbitrators or any other authority. We further agree that this guarantee shall not be affected by any change in our Constitution or that of the Sub Contractor. We also undertake not to revoke this guarantee during the currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolutions or insolvency of the Sub Contractor and shall remain valid, binding and operative against the Bank.

The Main contractor shall have the fullest liberty without affecting his guarantee to postpone from time to time the exercise of power vested in them or any right which they might have against the Sub Contractor and to exercise the same at any time in any manner and either to enforce or to fore bear to enforce any covenants contained or implied in the contract between the Main Contractor and the Sub Contractor or any other course or remedy or security available to the Main Contractor. The Bank shall not be released from its obligations under these presents by any exercise by the Main contractor of its liberty with reference to matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission and commission on the part of the Main Contractor or any other indulgence shown by the Main contractor or by any other matter or thing whatsoever, which under law would, but for these provision, have the effect of relieving the Bank.

Notwithstanding anything containing herein above our liability under this guarantee is limited to ....% (.....percent) of the total contract price i.e.....  
.....upto Rs.....(Rupees.....only)

This guarantee shall remain in full force upto and including the .....day or.....200 (...days after the date of successful completion of defects liability period), unless extended further, from time to time for such period as may be desired by the main contractor and it shall remain in full force upto and including .....days after the extended date. Any claim under this guarantee must be received by us before the expiry of its period of validity including extended validity date, if any, and if no such claim has been received by us within the said validity period, the Main Contractor's rights under the guarantee will cease. However, if such a claim has been received by us within & upto the validity date/extended validity date all the Main contractor's rights under the guarantee shall be valid and shall not cease until we have settled the claim.

"Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts of at New Delhi/Delhi only".

IN WITNESS whereof the.....(Bank) has hereunto set and subscribed their hands the day, month and year first above written.

Signed for and on behalf of the Bank  
(with the seal of the bank)

WITNESSES:

1. (Name and Address)

2. (Name and Address)

**GENERAL TERMS AND CONDITIONS OF RA**

**Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.**

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 the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. **Business rules** like event date, time, and 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 Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
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. 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.
12. 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.
13. 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.