



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 05

Ref: PSER:SCT:LRA-F2339:TCN-05

Date: 29-01-2025

| | | |
|-----|--|---|
| Sub | Tender Change Notice (TCN) - 05. | |
| Job | PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH. | |
| Ref | 1.0 | Tender no. PSER:SCT:LRA-F2339:24 |
| | 2.0 | BHEL's NIT, vide reference no. PSER:SCT:LRA-F2339:10826 Date: 24-12-2024. |
| | 3.0 | BHEL's TCN-01, vide reference no. PSER:SCT:LRA-F2339:TCN-01 Date: 14-01-2025. |
| | 4.0 | BHEL's TCN-02, vide reference no. PSER:SCT:LRA-F2339:TCN-02 Date: 17-01-2025. |
| | 5.0 | BHEL's TCN-03, vide reference no. PSER:SCT:LRA-F2339:TCN-03 Date: 22-01-2025. |
| | 6.0 | BHEL's TCN-04, vide reference no. PSER:SCT:LRA-F2339:TCN-04 Date: 27-01-2025. |
| | 7.0 | Other References, if any. |

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. Clarification to Bidder's query(ies) are attached/enclosed as Annexure-A to TCN-05. Bidder to submit their offer accordingly.
2. Revised SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION [VOLUME-ID & II (Rev 01)] is attached. Bidder to submit their offer accordingly.
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

Manager / SCT

Encl.: As Above

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

| | | |
|-----|---|---|
| Sub | No Deviation Certificate. | |
| Job | PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSE 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH. | |
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| | 4.0 | BHEL's TCN-02, vide reference no. PSER:SCT:LRA-F2339:TCN-02 Date: 17-01-2025. |
| | 5.0 | BHEL's TCN-03, vide reference no. PSER:SCT:LRA-F2339:TCN-03 Date: 22-01-2025. |
| | 6.0 | BHEL's TCN-04, vide reference no. PSER:SCT:LRA-F2339:TCN-04 Date: 27-01-2025. |
| | 7.0 | BHEL's TCN-05, vide reference no. PSER:SCT:LRA-F2339:TCN-05 Date: 29-01-2025. |
| | 8.0 | All other pertinent issues till date. |

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000

| ANNEXURE-A TO TCN-05 | | | | |
|--|---|---|--|---|
| PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH. | | | | |
| Tender no. PSER:SCT:LRA-F2339:24 | | | | |
| CLARIFICATION / MODIFICATION | | | | |
| Sl. No | Reference clause of tender document | Existing Provision | Bidder's Query | BHEL's Clarification/ Reply |
| 1 | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 02 of 15 | <u>SCOPE OF WORK:-</u> 1.2.1) LIFTING CAPACITY - HEAVY LIFT HIGH REACH (HLHR) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE. 1.2.2) MAIN BOOM LENGTH REQUIREMENT (MINIMUM) - 126M (MIN) 1.2.3) LUFFING JIB LENGTH REQUIREMENT (MINIMUM) - 48M (MIN) 1.2.4) COMBINATION OF BOOM & JIB (M + M) {MAIN BOOM + JIB REQUIREMENT} - 147M (MIN) {MINIMUM 48 M LUFFING JIB SHALL BE FITTED AT MINIMUM 99 M LENGTH OF THE MAIN BOOM} | As per tender, the critical load lifting is of capacity 203 MT (Minimum) below hook at around 18 m (minimum) radius with main boom and to obtain clear height below hook of 115 m (minimum) above ground level, this job can be executed with Liebherr 800 Ton crane and Sany 800 Crane, and can be done with configuration MB- 91m + 35 m Luffing and combination of Boom and Jib (M+M)- 91 m + 91 m= 182 m against tender requirement of combination requirement of 147 m. | BHEL'S TERMS & CONDITIONS REMAIN UNCHANGED (AS PER CLAUSE NO.- 1.2.1, 1.2.2, 1.2.3 & 1.2.4) |
| 2 | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 02 of 15 | 1.2.5) THE END TO END CRAWLER WIDTH OF THE CRANE SHALL BE WITHIN 12M. | We request to please consider End to End crawler width up to 12.5 m | BHEL'S TERMS & CONDITIONS REMAIN UNCHANGED (AS PER CLAUSE NO.- 1.2.5) |
| 3 | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 05 of 39 | <u>1. GENERAL INSTRUCTION TO TENDERERS:</u> 1.2.5 The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions. | Kindly note that Supplier shall no liability towards any sub-soil and/or hydrological conditions. | Shall be as per Tender |
| 4 | GENERAL CONDITIONS OF CONTRACT (SERVICE) / VOLUME-IB/ Page 17 of 39 | <u>2.7.2.3 Remedies in case of Breach of Contract is established:-</u> In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established. | Kindly add the following clause - In case, BHEL exercise its right to levy liquidated damages as aforesaid then such liquidated damages shall form the sole financial remedy for the BHEL against the Contractor. | Shall be as per Tender |
| 5 | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 08 of 15 | <u>5.0 SPECIFIC TERMS:</u> 5.17 NECESSARY INSURANCE COVERAGE FOR THE CRANES INCLUDING THIRD PARTY LIABILITY AND FOR THE WORKMEN (COVERING WORKMEN'S COMPENSATION ACT, ETC.) ENGAGED BY THE CONTRACTOR ARE TO BE TAKEN AT HIS COST AND COPY OF THE SAME SHOULD BE SUBMITTED TO BHEL AT SITE BEFORE WORK COMMENCEMENT. IF ANY ACCIDENT/ INJURY OCCURS TO ANY OTHER PERSONS/ PUBLIC DUE TO PROVEN NEGLIGENCE/ NON-ADHERENCE TO RELEVANT SAFETY AND OTHER PRECAUTIONS ON THE PART OF CONTRACTOR/ ITS EMPLOYEES, THE CONTRACTOR SHALL REMAIN LIABLE TO PAY NECESSARY COMPENSATION AND OTHER EXPENSE, AS DECIDED BY APPROPRIATE AUTHORITIES/ AS PER STATUTORY NORMS | Kindly add the following clause - Notwithstanding anything contained herein, BHEL will effect and maintain a CAR/EAR insurance covering the works and/or services under this agreement including entrusted goods and/or goods on hook. Contractor shall be named as additional insured and shall be waiver of subrogation by insurers. | Shall be as per Tender |

| ANNEXURE-A TO TCN-05 | | | | |
|--|--|---|--|---|
| PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH. | | | | |
| Tender no. PSER:SCT:LRA-F2339:24 | | | | |
| CLARIFICATION / MODIFICATION | | | | |
| Sl. No | Reference clause of tender document | Existing Provision | Bidder's Query | BHEL's Clarification/ Reply |
| 6 | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 19 of 39 | <p><u>2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC:</u></p> <p>The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:</p> <p>2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.</p> <p>2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.</p> | <p>Kindly add the following clause -</p> <p>Notwithstanding anything herein, at all times when equipment and/or operator of the Contractor is at site and/or performing service(s) as per this agreement the same shall be considered to be under the operation, control, care, and custody of BHEL, BHEL shall protect, defend and indemnify in full and hold harmless the Contractor and subcontractors and its and their officers, directors, employees, servants, agents or representatives in full against any liabilities, claims, demands, debts, causes of action, suits, damages, losses, costs and expenses arising out of or in connection with any injury to or death of any person including third party Personnel; and/or damage to or loss of any property, howsoever caused.</p> | Shall be as per Tender |
| 7 | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 38 of 39 | <p><u>2.27 LIMITATION ON LIABILITY:</u></p> <p>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants, or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect, or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.</p> | <p>Kindly amend the clause -</p> <p>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants, or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect, or consequential losses whatsoever.</p> | Shall be as per Tender |
| 8 | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 38 of 39 | <p><u>2.27 LIMITATION ON LIABILITY:</u></p> <p>Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants, or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect, or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.</p> | <p>Kindly add the following clause -</p> <p>Supplier shall have right to suspend the lease under this agreement and to immediately de-mobilize its equipment's, solely at risk and cost of BHEL and without any liability in an event of being non-paid even after its due for 7 or more days.</p> | Shall be as per Tender |
| 9 | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & III/ CLAUSE NO. 1.1.1 | Capacity Utilisation of the Crane | <p>As per Clause no.1.1.1, technical specification, for critical load and other load lifting, capacity utilization of the crane shall not exceed 85% capacity of rated safe work load at lift radius as provided in the load chart. Can you please consider 85% capacity of rated safe work load to 95% capacity of rated safe workload as per the letter provided by our OEM.Copy of letter is enclosed herewith for your reference.</p> <p>Please clarify.</p> | BHEL'S TERMS & CONDITIONS REMAIN UNCHANGED (AS PER CLAUSE NO.- 1.1.1) |

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PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH.

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| CLAUSE NO | DESCRIPTION |
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| 4.0 | CONTRACT PRICE |
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THIS VOLUME SHALL BE CONSTRUED AS PART OF TENDER DOCUMENT AND SHALL BE READ ALONG-WITH OTHERS VOLUMES OF TENDER. UNLESS OTHERWISE SPECIFIED, IN CASE OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE GENERAL AND TECHNICAL CONDITIONS, THE SAME SHALL BE BROUGHT OUT BY THE BIDDER IN WRITING TO BHEL FOR CLARIFICATION DURING PRE-BID DISCUSSIONS; IF APPLICABLE; FAILING WHICH MOST STRINGENT INTERPRETATION/ CLAUSE IN FAVOUR OF BHEL SHALL BE ADOPTED AND THE SAME SHALL BE BINDING TO THE BIDDER.

TECHNICAL SPECIFICATIONS

| CLAUSE NO. | DESCRIPTION | |
|------------|--|--|
| 1.0 | SCOPE OF WORK | |
| 1.1.1 | <p>PROVIDING 1 NO. HLHR (HEAVY LIFT HIGH REACH) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH.</p> <p>FOR CRITICAL LOAD AND OTHER LOAD LIFTING, CAPACITY UTILIZATION OF THE CRANE SHALL NOT EXCEED 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS AS PROVIDED IN THE LOAD CHART (e.g. IF THE CRANE'S RATED SAFE WORK LOAD AT LIFT RADIUS OF 18M IS 100MT AS PER LOAD CHART, THEN THE LOAD LIFTING CAPACITY ALLOWED FOR THE CRANE WILL BE 85MT AT 18M RADIUS)</p> <p>THE ABOVE CAPACITY SHOULD BE MET EITHER WITH THE BASIC CRANE OR WITH SUITABLE CAPACITY ENHANCER / HLA (HEAVY LIFT ATTACHMENT) / SUPER-LIFT ATTACHMENT. WEIGHT OF HOOK BLOCK AND SLINGS SHALL BE DEDUCTED FROM THE LIFTING CAPACITY OF THE CRANE TO MEET ABOVE REQUIREMENTS.</p> | |
| 1.1.2 | <p>A LIFTING DRAWING SHOULD BE SUBMITTED WITH TECHNICAL OFFER SHOWING CLEARANCE BETWEEN THE BOOM AND THE CRITICAL LOAD AS MENTIONED ABOVE (DIMENSION OF 32.01M LENGTH × 1.5M WIDTH (FLANGE) × 6.0M HEIGHT APPROX.).</p> <p>THE HOOK BLOCK WITH A CEILING GIRDER FLANGE WIDTH OF APPROXIMATELY 1.5M (MIN.) MUST NOT FOUL WITH THE BOOM AT GIRDER ELEVATION (TOP OF GIRDER) OF 103M. AT THIS ELEVATION, A MINIMUM CLEARANCE OF 0.50M MUST EXIST BETWEEN THE BOOM AND THE GIRDER FLANGE.</p> | |
| 1.2 | CRANE DETAILS | CRANE TECHNICAL SPECIFICATIONS AND COMPLIANCE MUST BE SUBMITTED ALONG WITH OFFER. |
| 1.2.1 | LIFTING CAPACITY | HEAVY LIFT HIGH REACH (HLHR) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE. |
| 1.2.2 | MAIN BOOM LENGTH REQUIREMENT (MINIMUM) | 126M (MIN) |
| 1.2.3 | LUFFING JIB LENGTH REQUIREMENT (MINIMUM) | 48M (MIN) |
| 1.2.4 | COMBINATION OF BOOM & JIB (M + M) {MAIN BOOM + JIB REQUIREMENT} | 147M (MIN) {MINIMUM 48 M LUFFING JIB SHALL BE FITTED AT MINIMUM 99 M LENGTH OF THE MAIN BOOM} |
| 1.2.5 | THE END TO END CRAWLER WIDTH OF THE CRANE SHALL BE WITHIN 12M. | |

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| 1.3 | <p>OTHER JOBS ALSO HAS TO BE CARRIED OUT BY THE CRANE DURING ITS DEPLOYMENT AT SITE FROM TIME TO TIME AS PER REQUIREMENT WHICH SHALL BE WITH IN ITS CAPACITY AND REACH. HOOK BLOCK SHOULD BE MADE AVAILABLE FOR WORKING SEPARATELY WITH MAIN BOOM OR THE HOOK FOR WORKING WITH THE MAIN BOOM & JIB COMBINATION.</p> <p>HOOK BLOCKS OF DIFFERENT CAPACITY LIKE AROUND 10~25 MT (BALL HOOK), 35~60 MT, 70~120 MT, 150~170 MT, 200~250 MT, 300~400 MT, ETC. (AS PER AVAILIBLTY WITH PARTICULAR MODEL'S OF THE CRANE) SHOULD BE MADE AVAILABLE WITH THE OFFERED CRANE MODEL.</p> <p>THE HOOK BLOCKS SHOULD BE SUITABLE FOR HANDLING CRITICAL LOAD AND SUITABLE FOR LIFTING LOADS OTHER THAN CRITICAL LOAD IN CAPACITY OF THE CRANE.</p> |
| 1.4 | <p>AGE OF THE CRANE:</p> <p>THE AGE OF THE CRANE SHOULD NOT BE MORE THAN TWELVE (12) YEARS AS ON DATE OF TECHNICAL BID OPENING.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER.</p> <p>IN CASE THE DATE & MONTH OF CRANE MANUFACTURING IS NOT AVAILABLE, THEN 31ST DECEMBER OF THE MANUFACTURING YEAR OF THE CRANE SHALL BE CONSIDERED AS THE MANUFACTURING DATE.</p> <p>IN CASE THE MONTH IS WRITTEN WITHOUT A DATE, THEN LAST DAY OF THE RESPECTIVE MONTH SHALL BE CONSIDERED AS THE MANUFACTURING DATE.</p> |
| 1.5 | <p>SAFETY DEVICES: - THE CRANE SHALL BE EQUIPPED WITH ALL THE FOLLOWING SAFETY DEVICES:</p> <ul style="list-style-type: none"> 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 OPERATORS CABIN FOR LOAD CHART, MAXIMUM ALLOWED LOAD, GROSS LOAD, NET LOAD ON HOOK, OPERATING RADIUS AND SINGLE BOOM/JIB LENGTH, BOOM/JIB SHEAVE HEIGHT ETC., AND FAULT DISPLAY b) HOIST & BOOM HOIST LIMIT SWITCHES c) DISPLAY ARRANGEMENT FOR SELF-ERROR DETECTION SYSTEM d) ANEMOMETER e) SELF-TEST SYSTEM f) ELECTRONIC INCLINOMETER <p>THE OFFERED CRANE SHOULD HAVE BOOM TRAVEL LIMIT ALARM/STOP AND HOIST TRAVEL ALARM/ STOP SAFETY FEATURES AS MINIMUM REQUIREMENT. OTHER ADDITIONAL SAFETY FEATURES, IF ANY, SHOULD BE MADE AVAILABLE TO USER WITHOUT ANY ADDITIONAL COST.</p> |
| 1.6 | <p>THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND ACCOUNTABLE TO DEMONSTRATE FITNESS OF THE CRANE, AND SHALL CARRY OUT THIRD PARTY INSPECTION (TPI) INCLUDING LOAD TEST ETC., TO DEMONSTRATE FITNESS OF THE CRANE.</p> |
| 1.7 | <p>BIDDER SHALL SUBMIT ALONG WITH TECHNICAL BID A COPY OF LOAD CHART, RANGE DIAGRAM, TECHNICAL DETAILS, ETC., OF OFFERED CRANE.</p> |
| 1.8 | <p>BIDDER SHALL MAKE AVAILABLE THE COMPLETE SET OF MAIN BOOM & JIB ATTACHMENT WITH ALL OFFSET ANGLE ADJUSTMENT FACILITY AS SPECIFIED FOR THE CRANE IN ONE GO, THAT IS AT THE TIME OF MOBILIZATION. HOWEVER, THE CRANE SHALL BE INITIALLY AND SUBSEQUENTLY ASSEMBLED AS PER THE SITE REQUIREMENT TO BE SPECIFIED BY BHEL SITE ENGINEER. BIDDER SHALL FURNISH THE DETAILS OF MAIN BOOM & JIB CONFIGURATION OFFERED FOR RESPECTIVE CRANE IN THEIR TECHNICAL BID.</p> |

TENDER NO – PSER:SCT:LRA-F2339:24

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| 1.9 | BIDDER SHALL SUBMIT SKETCH/ DRAWINGS/ MANUAL OF THE CRANE WITH BOOM LENGTH AND WORKING RADIUS AND OTHER CONSTRUCTIONAL DIMENSIONAL DETAILS OF CRANE FOR MEETING THE LIFT REQUIREMENT AS GIVEN IN THIS TENDER SPECIFICATION AND INDICATING CLEARANCE UNDER THE HOOK FROM THE TOP ELEVATION OF TOP PIECE AND OTHER ASPECTS (SUCH AS SLINGING/ HOOK BLOCK WEIGHT AND CLEARANCE UNDER THE HOOK) SHALL BE TAKEN INTO ACCOUNT TO MEET THE ABOVE LIFT REQUIREMENT. |
| 1.10 | THE CRANE SHALL BE USED FOR ERECTION OF 2 X 800 MW BOILER, VARIOUS EQUIPMENTS, ROTATING MACHINES, STRUCTURAL ITEMS, PIPES AND ANY OTHER ITEMS OF BHEL JOB AT “BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II PROJECT, RAIGARH, CHHATTISGARH”. |
| 1.11 | CAPACITY ENHANCER - HEAVY LIFT ATTACHMENT (HLA) / SUPER-LIFT ATTACHMENT (SLA): HEAVY LIFT HIGH REACH CRAWLER CRANE WILL BE ACCEPTED WITH OR WITH OUT HLA /SLA. HOWEVER, THE CRANE SHALL ESSENTIALLY MEET THE SPECIFIED LIFT REQUIREMENTS WITH OR WITHOUT HLA /SLA. THE CRANE SHALL BE CAPABLE TO LIFT LOADS IN THE REGULAR OPERATING RANGE WITHOUT HLA. NECESSITY OF HLA SHALL BE LIMITED TO ENHANCING THE LIFT CAPACITY (HIGHER LOADS OR HIGHER REACH OR BOTH) AND NOT AS A PERMANENT FEATURE. |
| 1.12 | BIDDER SHALL PROVIDE ALL LUBRICANTS, SPARE PARTS, FILTERS AND OTHER NECESSARY CONSUMABLES (EXCEPT FUEL) THAT ARE NECESSARY TO FULFIL THE SCOPE OF SERVICES UNDER THIS SPECIFICATION WITHIN THE QUOTED RATES. BHEL /ERECTION CONTRACTORS OF BHEL WILL PROVIDE FUEL COMMENSURATE WITH UTILIZATION TIME AND AGREED CONSUMPTION RATE. |
| 1.13 | CONSUMPTION OF FUEL SHALL BE AS INDICATED BY THE BIDDER IN THIS OFFER (TECHNICAL BID). EXCESS CONSUMPTION, IF ANY, DUE TO INEFFICIENT ENGINE PERFORMANCE, LEAKAGE, THEFT AND OTHER REASONS ATTRIBUTABLE TO THE BIDDER/CRANE SHALL BE ON THE BIDDERS ACCOUNT. THE BIDDER AT HIS OWN COST SHALL ARRANGE AND MEET THE HSD FUEL REQUIRED DURING BREAKDOWN MAINTENANCE. |
| 1.14 | SUFFICIENT NUMBERS OF STEEL PLATES/MATS FOR PLACEMENT UNDER CRAWLER FOR MOVEMENT OF CRANES AT SITE WILL BE PROVIDED BY BHEL/ BHEL CONTRACTOR FREE OF COST ON SHARING BASIS. |
| 1.15 | TECHNICAL BID & OWNERSHIP OF CRANE |
| 1.15.1 | THE BIDDER IS TO FURNISH ALL DETAILS REGARDING CORRECT SPECIFICATION OF CRANE AND AGE PROOF (REFER THE DETAILS NOTED ABOVE REGARDING “AGE OF THE CRANE”), OWNERSHIP DOCUMENTS LIKE INVOICE OF CRANE, INSURANCE, ETC. OR MOU/ AGREEMENT OF CRANE LEASE (IN CASE THE OFFERED CRANE IS IN LEASE) AND INSURANCE COVERAGE TAKEN FOR THE CRANE AND ALL OTHER RELEVANT INFORMATION REGARDING THE CRANE IN THE TECHNO-COMMERCIAL BID. IF BIDDER WANTS TO PROCURE AND DEPLOY CRANE, THEN BIDDER HAS TO SUBMIT DULY NOTARISED UNDERTAKING (TOWARDS DEPLOYMENT OF PURCHASED CRANE) ON NON-JUDICIAL STAMP PAPER WITH APPROPRIATE VALUE ALONG WITH THE COPY OF PROFORMA INVOICE AND PURCHASE ORDER/ CONFIRMATION LETTER FOR PROCUREMENT FROM SELLER ETC. FINALISING CRANE MAKE AND MODEL. |
| 1.15.2 | BIDDERS SHALL PROVIDE THE ACCEPTED MODELS WITH SL. NO. OF CRANE OFFERED ALONG WITH THEIR TECHNO-COMMERCIAL BID. |
| 1.15.3 | BIDDER SHALL INDICATE THE PRESENT LOCATION OF THE SPECIFIC CRANE (SOURCE OF DEPLOYMENT) OFFERED, AS ON THE DATE OF BID-SUBMISSION OF THE TENDER. BHEL RESERVES THE RIGHT TO CHECK THE HEALTHINESS OF THE CRANE AND AUTHENTICITY OF THE LOCATION OF THE CRANE DURING SCRUTINY OF OFFER AND IF THE SAME IS NOT FOUND IN ORDER THEN TECHNICAL BID OF THE VENDOR SHALL STAND REJECTED. |
| 1.15.4 | THE ABOVE CRANE SHALL BE PROVIDED WITH OPERATOR, HELPER, SERVICE & MAINTENANCE STAFF & ALL OTHER CONSUMABLES (EXCLUDING FUEL) FOR MINIMUM 14 HRS. DAILY OPERATION AT SITE, ON FIXED MONTHLY HIRE BASIS, WITH SEPARATE MOBILIZATION, DEMOBILIZATION. THE CRANE SHOULD BE IN GOOD WORKING CONDITION. BIDDER MAY |

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| | PLEASE NOTE CRANE WITH ONLY SOLID CAST STEEL COUNTER WEIGHT IS ACCEPTABLE. DEPLOYMENT DETAILS OF THE CRANE IS INDICATED IN CLAUSE 2.0. | | | | |
| 1.15.5 | FUEL OIL (HSD) FOR NORMAL OPERATION OF THE CRANES SHALL BE PROVIDED BY BHEL/ BHEL'S ERECTION CONTRACTOR AFTER THE SERVICES OF THE CRANE IS ACCEPTED BY BHEL FROM THE DATE OF COMPLETE COMMISSIONING AND SUCCESSFUL LOAD TEST OF CRANE, DULY CERTIFIED BY CONSTRUCTION MANAGER. THE BIDDER AT HIS OWN COST SHALL ARRANGE AND MEET THE HSD REQUIRED DURING BREAKDOWN MAINTENANCE. | | | | |
| 1.15.6 | HOWEVER, IN CASE OF EXIGENCY, IF IT IS NOT POSSIBLE BY THE BIDDER TO DEPLOY ANY OF THE ALREADY ACCEPTED MODELS OF CRANE, BIDDER MAY DEPLOY ANY OTHER MODEL OF CRANE ONLY ON RECEIPT OF APPROVAL FROM BHEL CONFIRMING TECHNICAL SUITABILITY AS PER TENDER. | | | | |
| 2.0 | CRANE MOBILIZATION & DE-MOBILIZATION, TENTATIVE DEPLOYMENT SCHEDULE, CONTRACT PERIOD & DAILY WORKING HOURS | | | | |
| 2.1 | PROJECT | CRANE CAPACITY | TENTATIVE DEPLOYMENT SCHEDULE | DURATION (MONTH) | EXTENSION PROVISION (MONTH) |
| | BHEL-PSER NTPC LARA STAGE-II EPC PROJECT SITE, RAIGARH, CHHATISSGARH | PROVIDING SERVICES OF HEAVY LIFT HIGH REACH (HLHR) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE ON MONTHLY HIRING BASIS FOR BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT, STAGE II PROJECT, RAIGARH, CHHATTISGARH | MAY-2025 | 09 MONTHS FROM START OF CONTRACT | 03 MONTHS (SHALL BE INTIMATED 01 MONTH BEFORE EXPIRY OF CONTRACT PERIOD) |
| 2.2 | DEPLOYMENT OF CRANE(S) | | | | |
| 2.2.1 | THE TENTATIVE DEPLOYMENT SCHEDULE OF THE CRANE IS INDICATED IN THE CLAUSE 2.1 ABOVE. | | | | |
| 2.2.2 | THE MOBILIZATION PERIOD OF THE CRANE SHALL BE 45 (FORTY-FIVE) DAYS AND THE SAME SHALL BE CALCULATED FROM THE RESPECTIVE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER- BHEL NTPC LARA STAGE-II EPC PROJECT SITE AFTER PLACEMENT OF LOI. | | | | |
| 2.2.3 | SUCCESSFUL MOBILIZATION OF CRANE SHALL BE CONSIDERED ONLY AFTER TRANSPORTATION & PHYSICAL AVAILABILITY OF THE PARTICULAR CRANE WITH ALL ITS ACCESSORIES IN GOOD ORDER & CONDITION, FUEL, OPERATOR, HELPER ETC. AT NTPC LARA STAGE-II EPC PROJECT SITE, DULY CERTIFIED BY CONSTRUCTION MANAGER- BHEL NTPC LARA STAGE-II EPC PROJECT SITE. | | | | |
| 2.2.4 | MOBILIZATION PERIOD SHALL REMAIN UNCHANGED IN CASE OF PURCHASE OF NEW CRANE. | | | | |
| 2.2.5 | CONTRACT PERIOD OF THE CRANE SHALL BE FOR 09 (NINE) MONTHS FROM THE START DATE OF CONTRACT WITH A PROVISION OF 03 (THREE) MONTHS EXTENSION PERIOD FOR THE CONTRACT. | | | | |

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| 2.3 | THE START DATE OF CONTRACT SHALL BE RECKONED FROM THE DATE OF COMPLETE COMMISSIONING AND SUCCESSFUL LOAD TEST OF CRANE, DULY CERTIFIED BY CONSTRUCTION MANAGER- BHEL NTPC LARA STAGE-II EPC PROJECT SITE IRRESPECTIVE OF THEIR DATE OF SUCCESSFUL MOBILIZATION. |
| 2.4 | IN CASE OF EXIGENCY / SITE REQUIREMENT, THE CONTRACT PERIOD MAY BE FURTHER EXTENDED BEYOND 1 ST EXTENSION FOR THE CRANE (AS INDICATED ABOVE) ON SAME TERMS & CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT AND THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD OF THE PARTICULAR CRANE. |
| 2.5 | THE MONTHLY RATE, AS DERIVED BY APORTIONING THE TOTAL QUOTED PRICE IN THE PRESCRIBED PRICE SCHEDULE, SHALL REMAIN FIRM THOUGH OUT THE ORIGINAL CONTRACT PERIOD AND SHALL BE 90% OF THE DERIVED MONTHLY RATE FOR THE EXTENDED PERIOD (IF ANY). |
| 2.6 | THE CRANES WITH OPERATOR, HELPERS AND SERVICE/MAINTENANCE STAFF SHALL REMAIN AVAILABLE FOR MINIMUM CUMULATIVE 14 HOURS/DAY (ANY PART OF THE DAY) INCLUSIVE OF 1-HOUR LUNCH BREAK. |
| 2.7 | DE-MOBILIZATION: COMPLETE DISMANTLING OF A PARTICULAR CRANE AND TRANSPORTATION OUT OF THE SAME CRANE WITH ALL ITS ACCESSORIES FROM SITE TO BE DONE BY VENDOR WITHIN 30 DAYS FROM THE DATE OF INTIMATION FOR DE-MOBILIZATION BY CONSTRUCTION MANAGER- BHEL NTPC LARA STAGE-II EPC PROJECT SITE, FOR THE PARTICULAR CRANE. DE-MOBILIZATION OF CRANES SHALL BE CALCULATED AS PER ABOVE. |
| 2.8 | IF THE PERFORMANCE OF CRANE IS NOT SATISFACTORY, THE CONTRACT SHALL BE LIABLE FOR TERMINATION WITHOUT PRIOR NOTICE. |
| 3.0 | CONSIGNEE |
| 3.1 | CONSIGNEE ADDRESS FOR THE CRANE IS AS FOLLOWS- CONSTRUCTION MANAGER, BHEL SITE OFFICE, NTPC LARA STAGE-II PROJECT SITE LARA, RAIGARH, CHHATISSGARH-496440 |
| 4.0 | CONTRACT PRICE |
| 4.1 | THE BIDDER SHALL QUOTE THEIR TOTAL PRICE STRICTLY IN ACCORDANCE WITH PRESCRIBED PRICE SCHEDULE OF VOLUME-III. TOTAL PRICE FOR THE TENDERED SCOPE OF WORK AT SCH-1 OF VOL-III, PRICE SCHEDULE WILL BE CONSIDERED FOR EVALUATION AND AWARDDING. |
| 4.2 | BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTIONING/ PRICE BID OPENING OF THE CRANE/ SCHEDULE OF VOLUME-III TO FINALIZE ORDERING OF THE CRANE DEPENDING ON PROJECTS' REQUIREMENT. DECISION OF BHEL IN THIS REGARD IS FINAL & BINDING ON BIDDER. |
| 5.0 | SPECIFIC TERMS |
| 5.1 | FOR RECORDING THE HOURS OF OPERATION WITH ENGINE ON CONDITION, VENDOR IS REQUIRED TO MAINTAIN A SEPARATE REGISTER AT SITE, WHICH SHALL BE CERTIFIED BY BHEL SITE ENGINEER BEFORE RELEASE OF PAYMENT. THE RATES AS DERIVED IN PRICE SCHEDULE SHALL REMAIN FIRM THROUGHOUT THE ENTIRE CONTRACT PERIOD INCLUDING THE EXTENDED PERIOD (IF ANY). |
| 5.2 | THERE IS NO PROVISION FOR ANY ADVANCE PAYMENT BY BHEL FOR MOBILIZATION/ DE-MOBILIZATION ETC. |
| 5.3 | THE CRANE OPERATION SHALL BE EXECUTED UNDER THE USUAL CONDITIONS PREVAILING IN MAJOR POWER PLANT CONSTRUCTION AND IN CONJUNCTION WITH NUMEROUS OTHER |

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| | OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL CO-OPERATE WITH ALL BHEL PERSONNEL, BHEL'S CUSTOMER, CUSTOMER'S CONSULTANTS AND ALL OTHER CONTRACTORS, COORDINATING THE CRANE MOVEMENTS WITH OTHERS AND WORK IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK OF THE PROJECT. |
| 5.4 | THE CONTRACTOR SHALL EXECUTE THE WORK IN MOST SUBSTANTIAL AND WORKMANLIKE MANNER. THE MATERIALS AND EQUIPMENT OF BHEL BY THE CRANE SHALL BE HANDLED WITH CARE AND DILIGENCE, WHILE SAME ARE HANDLED BY THE CRANE. |
| 5.5.1 | FOR UNLOADING, ASSEMBLY, DISASSEMBLY & LOADING OF THE CRANE, BHEL OR BHEL'S ERECTION CONTRACTOR SHALL PROVIDE SUITABLE ASSISTING CRANE(S) WITH OPERATOR, WHEREAS SUCCESSFUL BIDDER SHALL ARRANGE NECESSARY FUEL FOR ASSISTING CRANE(S), SLINGS, D-SHACKLES, ETC AT THEIR OWN COST. FOR REARRANGEMENT, EXTENSION, REDUCTION, ETC OF BOOM AND JIB AS PER JOB REQUIREMENT DURING THE HIRING PERIOD, BHEL OR BHEL'S ERECTION CONTRACTOR SHALL PROVIDE SUITABLE ASSISTING CRANE(S) WITH OPERATOR, WHEREAS SUCCESSFUL BIDDER SHALL ARRANGE NECESSARY SLINGS, D-SHACKLES, ETC AT THEIR OWN COST. NO CLAIM IN THIS REGARD WILL BE ENTERTAINED BY BHEL. |
| 5.5.2 | DURING MOBILIZATION FOR TRANSPORTATION OF THE CRANE TO SITE, BHEL SHALL NOT PROVIDE ROAD PERMIT/ WAYBILLS. BIDDER HAS TO PROVIDE AN UNDERTAKING IN THE TECHNO COMMERCIAL BID THAT IF THE BIDDER IS SUCCESSFUL THEN THE BIDDER SHALL ARRANGE ROAD PERMIT FOR TRANSPORTATION OF THE CRANE TO SITE ON THEIR OWN AND NOT ASK BHEL FOR ANY HELP IN THIS REGARD. |
| 5.6 | TOWARDS FULFILLMENT OF THE RELEVANT SAFETY NORMS, THE CONTRACTOR IS REQUIRED TO SUBMIT VALID TEST CERTIFICATE FOR THE CRANES TO BE DEPLOYED AT SITE. ON DEPLOYMENT, LOAD TEST IS TO BE CONDUCTED AT SITE FOR WHICH NECESSARY LOAD MATERIALS SHALL BE ARRANGED BY VENDOR. |
| 5.7.1 | OPERATION, MAINTENANCE AND ALL CONSUMABLES REQUIRED (EXCEPT FUEL) FOR REGULAR DAILY RUNNING OF THE CRANES AS PER THE WORKING HOURS MENTIONED ARE TO BE PROVIDED BY THE CONTRACTOR. THE AGENCY SHOULD PROVIDE ADEQUATE NUMBER OF OPERATORS, HELPERS AND MAINTENANCE PERSONNEL TO ENSURE TROUBLE-FREE UNINTERRUPTED OPERATION, SERVICES AND MAINTENANCE OF THE CRANES AT SITE. IN CASE THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED CONSUMABLE, FILTERS, ETC IN TIME, BHEL RESERVES THE RIGHT TO SUPPLY THE SAME AND DEDUCT THE COST FROM CONTRACTOR'S BILL WITH 30% OVERHEAD. |
| 5.7.2 | CRANE OPERATORS SHALL BE WELL EXPERIENCED (MINIMUM 03 YEARS EXPERIENCE) OF CRAWLER CRANE OPERATION. DOCUMENTARY PROOF SHALL BE SUBMITTED TO BHEL BEFORE START OF WORK. |
| 5.7.3 | CONTRACTOR SHALL PROVIDE ALL LUBRICANTS, SPARE PARTS, FILTERS AND OTHER NECESSARY CONSUMABLES (EXCEPT FUEL) THAT ARE NECESSARY TO FULFIL THE SCOPE OF SERVICES UNDER THIS SPECIFICATION WITHIN THE QUOTED RATES. BHEL/BHEL'S ERECTION CONTRACTORS WILL PROVIDE FUEL COMMENSURATE WITH UTILIZATION TIME AND AGREED CONSUMPTION RATE. CONTRACTOR HAVE TO PROVIDE FUEL CONSUMPTION RATE IN THEIR TECHNICAL OFFER |
| 5.7.4 | CONTRACTOR IS REQUIRED TO BRING SUFFICIENT NUMBERS OF STEEL MATS/PLATES FOR PLACEMENT UNDER JACKS & WHEREEVER APPLICABLE FOR PLACEMENT OF CRANES DURING JOB AT SITE ON ITS OWN WITHOUT ANY COST TO BHEL. |
| 5.8 | NORMALLY THE MAINTENANCE/ GREASING ACTIVITIES IN THE CRANE SHALL BE DONE BY THE CONTRACTOR DURING RECESS PERIOD OR IN SUNDAY/ SITE HOLIDAY SO THAT NO WORKING DAY IS LOST FOR OUTAGE OF THE CRANES. HOWEVER, ANY BREAKDOWN/ REPAIR OF THE CRANE SHALL BE IMMEDIATELY ATTENDED BY CONTRACTOR AT HIS OWN COST & RISK. THE CONTRACTOR IS TO MAINTAIN STOCK OF ADEQUATE SPARES & CONSUMABLES WITH THE REQUIRED TOOLS & TACKLES AT SITE FOR THIS PURPOSE. |

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| 5.9 | A LOG BOOK GIVING FULL OPERATION/ MAINTENANCE/ DOWNTIME IF ANY DETAILS FOR THE CRANE SEPARATELY SHALL BE MAINTAINED BY THE CONTRACTOR AT SITE AND REGULARLY ENDORSED BY BHEL SITE ENGINEER THROUGH HIS SIGNATURE ON DAILY BASIS OR AS PER THE SITE PROCEDURE. |
| 5.10 | IN CASE OF OPERATOR'S ABSENCE, THE CONTRACTOR SHALL ARRANGE ALTERNATIVE IMMEDIATELY FOR CONTINUATION OF SITE WORK SO AS NOT TO HAMPER THE TIME SCHEDULED ERECTION PROGRAM. |
| 5.11 | IF ANY PARTICULAR CRANE BECOMES IDLE / NON-OPERATIONAL DUE TO FAILURE ATTRIBUTABLE TO IT'S OWN MECHANISM OR DUE TO ANY OF THE REASONS AS PER SCOPE OF VENDOR, THE IDLE / NON-OPERATIONAL HOURS FOR MAKING THE CRANE READY WILL EITHER BE DEDUCTED FROM THE MONTHLY RENTAL CHARGES OF THE PARTICULAR CRANE ON PRO-RATA BASIS OF THE ACCEPTED MONTHLY LUMP SUM RENTAL CHARGE DIVIDED BY 26 DAYS, FURTHER DIVIDED BY 14 HOURS OR SHALL BE COMPENSATED BY WORKING THE LOST HOURS DURING EXTENDED HOURS OR ON HOLIDAYS, AT THE DISCRETION OF BHEL SITE ENGINEER. BHEL'S DECISION IN THIS REGARD SHALL BE FINAL & BINDING ON BIDDER. |
| 5.12 | LIQUIDATED DAMAGE SHALL BE APPLICABLE FOR DELAY ATTRIBUTABLE TO CONTRACTOR IN CRANE MOBILIZATION OF THE PARTICULAR CRANE AT SITE. |
| 5.13 | HOLIDAYS SHALL BE AS OBSERVED BY BHEL AT SITE AND SUNDAYS SHALL BE CONSIDERED AS HOLIDAYS. HOWEVER, IN EXIGENCY, THE CRANE(S) MAY BE REQUIRED TO BE OPERATED ON SUNDAYS AND SUCH HOLIDAYS. |
| 5.14 | CUMULATIVE WORKING HOURS PER DAY FOR CRANE SHALL BE FOR 14 (FOURTEEN) HOURS INCLUSIVE OF ONE-HOUR LUNCH BREAK DAILY, EXCLUDING SUNDAYS & SCHEDULED HOLIDAYS. FOR ANY CRANE WORKING BEYOND WORKING HOURS, OR ON SUNDAY/ HOLIDAYS WITH PRIOR PERMISSION OF CONCERNED BHEL SITE ENGINEER, THE CONTRACTOR SHALL BE PAID ON PRO- RATA RENTAL CHARGE AS STATED BELOW, BASED ON CERTIFICATION OF THE BHEL SITE ENGINEER. |
| 5.15 | HOURLY RATE FOR WORKING BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAYS AND HOLIDAYS = 25 % OF MONTHLY RENTAL CHARGES PER CRANE AS PER PRICE SCHEDULE DIVIDED BY 26 AND FURTHER DIVIDED BY 14 (i.e. 25% OF MONTHLY RENTAL CHARGES/ (26 X 14)). |
| 5.16 | IN CASE THERE IS A TOTAL FAILURE OF ANY CRANE, THE CONTRACTOR SHOULD REPLACE THE SAME AND BRING SUBSTITUTE CRANE WITHIN A DEADLINE OF 20 DAYS FROM OUTAGE OF THE CRANE, WHICH SHALL BE TREATED AS IDLE PERIOD AND NO RENTAL CHARGES PAYMENT SHALL BE MADE FOR THIS PERIOD FOR THE PARTICULAR CRANE. IN THE CASE OF CONTRACTOR'S FAILURE TO DO SO, BHEL SHALL MAKE ALTERNATIVE ARRANGEMENTS AT THE RISK & COST OF THE CONTRACTOR. |
| 5.17 | NECESSARY INSURANCE COVERAGE FOR THE CRANES INCLUDING THIRD PARTY LIABILITY AND FOR THE WORKMEN (COVERING WORKMEN'S COMPENSATION ACT, ETC.) ENGAGED BY THE CONTRACTOR ARE TO BE TAKEN AT HIS COST AND COPY OF THE SAME SHOULD BE SUBMITTED TO BHEL AT SITE BEFORE WORK COMMENCEMENT. IF ANY ACCIDENT/ INJURY OCCURS TO ANY OTHER PERSONS/ PUBLIC DUE TO PROVEN NEGLIGENCE/ NON-ADHERENCE TO RELEVANT SAFETY AND OTHER PRECAUTIONS ON THE PART OF CONTRACTOR/ ITS EMPLOYEES, THE CONTRACTOR SHALL REMAIN LIABLE TO PAY NECESSARY COMPENSATION AND OTHER EXPENSE, AS DECIDED BY APPROPRIATE AUTHORITIES/ AS PER STATUTORY NORMS. |
| 5.18 | THE CONTRACTOR SHALL FOLLOW & COMPLY WITH ALL SAFETY RULES OF BHEL AND THEIR CUSTOMER, RELEVANT PROVISIONS OF APPLICABLE LAWS PERTAINING TO SAFETY OF WORKMEN, EMPLOYEES, PLANT AND EQUIPMENT AS MAY BE PRESCRIBED FROM TIME TO TIME WITHOUT ANY DEMUR, PROTEST OR CONTEST OR RESERVATION. IN CASE OF ANY CONFLICT BETWEEN STATUTORY REQUIREMENT AND SAFETY RULES OF THE CLIENT REFERRED ABOVE, THE LATER SHALL BE BINDING ON THE CONTRACTOR UNLESS THE STATUTORY PROVISIONS ARE MORE STRINGENT. |

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| 5.19 | ANY LOSS OR DAMAGE TO BHEL OR CUSTOMER'S PROPERTY DUE TO NEGLIGENCE OF THE CREW EMPLOYED BY THE CONTRACTOR IS ATTRIBUTABLE TO THE CONTRACTOR. BHEL SHALL NOT BE RESPONSIBLE FOR ANY ACCIDENT/ INJURY TO THE CONTRACTOR'S CREW/ STAFF DURING OPERATION OR OTHERWISE. CONTRACTOR HAS TO ASSUME FULL RESPONSIBILITY OF THE SAFETY OF THEIR CREW/ STAFF AND TO COMPLY WITH THE SECURITY/ SAFETY REGULATIONS OF BHEL AND OTHERS AT SITE. |
| 5.20 | BHEL SHALL PROVIDE SPACE FREE OF COST TO THE CONTRACTOR AT SITE, WHERE THEY ARE TO MAINTAIN A CONTAINER FOR WORKING FACILITY OF THEIR PERSONNEL AND KEEPING/ STORING OF THEIR REQUIRED HAND TOOLS, SPARES, SLINGS, CONSUMABLES ETC. AS NECESSARY. WATCH & WARD/ SAFETY AND SECURITY OF THE CRANE AT SITE SHALL BE THE RESPONSIBILITY OF THE VENDOR. |
| 5.21 | CONTRACTOR HAS TO MAKE THEIR OWN ARRANGEMENT FOR ACCOMMODATION, TRANSPORT AND OTHER AMENITIES LIKE MEDICAL ETC FOR THEIR CREW/ STAFF AT SITE AT THEIR OWN COST. |
| 5.22 | ALL THE STATUTORY REQUIREMENTS AS CALLED FOR BY THE LABOUR LAWS LIKE: PF, BOCW ETC. AND OTHER STATUTORY AUTHORITIES ARE TO BE MET BY CONTRACTOR AND PROOF OF COMPLIANCE SHOULD BE MADE AVAILABLE TO BHEL. |
| 5.23 | CONTRACTOR SHALL HAVE TO COMPLY THE STATUTORY DOCUMENTS REQUIREMENT AND HAVE TO ARRANGE ENTRY GATE PASSES FOR THEIR CREW/ STAFF AT THE CONSTRUCTION PLANT SITE. NECESSARY SUPPORT IN REGARD TO FORWARDING OF DOCUMENTS SHALL BE GIVEN BY BHEL. |
| 5.24 | ELECTRICAL POWER/ ILLUMINATION FOR YOUR CRANE OPERATION/ MAINTENANCE WORKS AT SITE SHALL BE PROVIDED BY BHEL AT FREE OF COST BASIS. HOWEVER, THE CRANE SHOULD HAVE IT'S OWN LIGHTS FOR MOVEMENT/ WORKING IN THE WORKING AREA AT SITE. |
| 5.25 | THE CONTRACTOR SHALL COMPLY WITH THE PLANT SECURITY REGULATIONS IN FORCE AT SITE IN ENTRY, EXIT, MOVEMENT & WORKING INSIDE THE PLANT PREMISES. THE CONTRACTOR SHALL ALSO ENSURE THAT ALL PERSONS ENGAGED BY HIM FOR THE WORK BEHAVE PROPERLY WITH BHEL AND THEIR CLIENT. IN CASE OF ANY REPORTED MISBEHAVIOR, CONTRACTOR SHALL IMMEDIATELY WITHDRAW SUCH EMPLOYEE/ PERSON FROM WORK. |
| 5.26 | BIDDERS MAY NOTE THAT DEPLOYMENT OF CRANE TO ANY SITE AGAINST THE PRESENT TENDER CAN NOT BE CO-RELATED/ LINKED WITH ANY PREVIOUS OR ONGOING DISPUTES AROUSED UNDER ANY OTHER CONTRACT WITH BHEL/ BHEL'S CUSTOMER AND ANY SUCH LINKAGE ON THE PART OF BIDDER SHALL BE TREATED AS BREACH OF CONTRACT. |
| 5.27 | BIDDER MAY PLEASE NOTE DURING MOBILIZATION OF CRANE FOR MOVEMENT OF HEAVY CONSIGNMENTS WEIGHING MORE THAN 20MT & WIDTH MORE THAN 10.5 FT., ADVANCE ROAD SURVEY AND LOGISTIC PLANNING SHALL BE DONE BY BIDDER OR BIDDER'S TRANSPORTER. |
| 5.28 | FOR TRANSPORTATION OF CRANE TO THE SITE, ALL THE FORMALITIES OF STATUTE ARE IN BIDDER'S SCOPE AND AS IT IS EXPECTED THE CRANE SHALL BE SELF-PROPELLED (MOVE ON ITS OWN ON WHEEL). THE RELEVANT UPDATED REGISTRATION DOCUMENTS & PERMISSION TO TRAVEL SHALL BE ESPECIALLY ENSURED BY BIDDER. |
| 5.29 | COMPLIANCE OF ALL FORMALITIES RELATED TO STATUTORY LABOUR LAWS, LIKE: LABOUR LICENSE, LABOUR INSURANCE, PF REGISTRATION FOR THEIR DEPLOYED WORKMEN, BOCW REGISTRATION ETC. SHALL BE IN THE SCOPE OF VENDOR. BHEL SHALL NOT PAY ANY CLAIM OF VENDOR ON THESE ACCOUNTS. |
| 6.0 | TERMS OF PAYMENT |
| 6.1 | THE CONTRACTOR SHALL SUBMIT THE RA BILL CRANE WISE ONCE IN A MONTH AT THE END OF EACH MONTH. 100 % PAYMENT SHALL BE RELEASED FROM THE RESPECTIVE BHEL SITE WITHIN 30 DAYS OF SUBMISSION OF THE INVOICE (I.E AGAINST THE RA BILL) COMPLETE IN ALL RESPECT ACCOMPANIED BY BHEL ENGINEER'S CERTIFICATE WITH THE FOLLOWING DOCUMENTS, SUBJECT TO ITS COMPLETENESS & CORRECTNESS IN ALL RESPECT. |
| 6.2 | GST INVOICE IN TRIPLICATE BASED ON MONTHLY RENTAL CHARGE RATES AS PER PRICE SCHEDULE, VOLUME-III (LATEST REVISION) INCLUDING EXTENDED HOUR RUNNING CHARGES, |

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| | IF ANY, AS PER LOG BOOK ENTRY OF THE CRANE AS PER RECORD, TO BE MAINTAINED BY THE CONTRACTOR (AS STATED IN RELEVANT CLAUSE), SHALL BE SUBMITTED FOR GETTING CERTIFIED BY BHEL SITE ENGINEER. |
| 6.3 | APPLICABLE GST SHALL BE RELEASED TO YOU UPON COMPLIANCE WITH THE FOLLOWING CONDITIONS: |
| 6.3.1 | THE GOODS OR SERVICES COVERED UNDER THE INVOICE MUST BE RECEIVED IN FULL, ALONG WITH THE CORRESPONDING VALID TAX INVOICE BY BHEL |
| 6.3.2 | FOLLOWING GST COMPLIANCES MUST BE ENSURED WITHIN THE TIMELINES PRESCRIBED FOR AVAILING INPUT TAX CREDIT (ITC) UNDER GST LAW: |
| 6.3.2.1 | YOU DECLARING SUCH INVOICE IN FORM GSTR-1, AND IT BEING AUTO-POPULATED INTO FORM GSTR-2B OF BHEL THROUGH THE COMMON PORTAL |
| 6.3.2.2 | CONFIRMATION OF GST PAYMENT BY YOU TO THE GOVERNMENT, VERIFIED THROUGH THE FILLING OF YOUR FORM GSTR-3B FOR THE CORRESPONDING MONTH OR QUARTER |
| 6.3.3 | NOTWITHSTANDING ANYTHING CONTAINED ABOVE, GST AMOUNT MAY BE RELEASED ALONG WITH THE PAYMENT AGAINST TAX INVOICE, PROVIDED: |
| 6.3.3.1 | EXPOSURE OF BHEL AGAINST SUCH GST AMOUNT IS SUFFICIENTLY COVERED BY THE SECUIRITY DEPOSIT / BANK GUARANTEE / ANY OTHER AMOUNT DUE TO THE VENDOR / CONTRACTOR AT THE TIME OF RELEASING SUCH GST PAYMENT |
| 6.3.3.2 | SUCH RELAXATION TO BE ALLOWED TILL THE SUBSEQUENT MONTH i.e. TILL THE GST COMPLIANCES ARE DONE BY THE VENDOR / CONTRACTOR AGAINST THE GIVEN TAX INVOICE |
| 6.3.3.3 | AS LONG AS THE GST COMPLIANCES ARE ENSURED ON THE PART OF THE VENDOR / CONTRACTOR, THIS PRACTICE OF RELEASING GST PAYMENT MAY BE CONTINUED. |
| 6.4 | 50% (FIFTY PERCENT) OF MOBILIZATION AND DE-MOBILIZATION CHARGES FOR CRANE (AS MENTIONED IN SL NO. 2.0 OF SCH-2 OF PRICE SCHEDULE) SHALL BE PAYABLE AGAINST MOBILIZATION AND BALANCE 50% (FIFTY PERCENT) OF MOBILIZATION AND DE-MOBILIZATION CHARGES FOR CRANE SHALL BE PAYABLE AGAINST DE-MOBILIZATION. MOBILIZATION & DE-MOBILIZATION CHARGES AS APPLICABLE, SHALL BE PAID AFTER CERTIFICATION OF BHEL SITE ENGINEER. |
| 6.5 | BHEL MAY RELEASE PAYMENT THROUGH ELECTRONIC MODE, FOR WHICH BIDDER SHALL COMPLY WITH NECESSARY REQUIREMENT PRIOR TO PAYMENT AS PER PRESCRIBED FORMAT. |
| 7.0 | LIQUIDATED DAMAGES (LD) |
| | <p>SINCE TIME IS THE MAIN ESSENCE OF THE CONTRACT, CRANE TO BE MOBILIZED AT SITE WITHIN THE TIME LIMIT PRESCRIBED IN SL. NO. 2.2.2 ABOVE AND MOBILIZATION SHALL BE CONSIDERED AS DEFINED IN SL. NO. 2.2.2, 2.2.3 AND 2.2.4 ABOVE. IN CASE CONTRACTOR MOBILIZES THE CRANE BEYOND THE PERIOD SPECIFIED IN SL. NO. 2.2.2 ABOVE, BHEL WILL HAVE NO OBLIGATION TO ACCEPT THE CRANE AND RESERVES THE RIGHT TO LEVY LIQUIDATED DAMAGES AT THE RATE OF 0.5% (HALF PERCENT) OF THE CRANE WISE CONTRACT PRICE FOR DELAY PER WEEK OR PART THEREOF WITHOUT PREJUDICE TO ANY OTHER RELIEF OR COMPENSATION DUE TO BHEL UNDER ANY OTHER CONDITIONS OF THE ORDER SUBJECT TO A MAXIMUM LIMIT OF 10% OF THE CONTRACT PRICE.</p> <p>HERE, LD SHALL BE APPLICABLE FOR THE DELAY ATTRIBUTABLE TO VENDOR. THE CONTRACT PRICE SHALL BE THE TOTAL AWARDED CONTRACT PRICE FOR THE PURPOSE OF LD CALCULATION.</p> <p>HOWEVER, THE TOTAL LD AMOUNT FOR THE CONTRACT SHALL NOT EXCEED 10% OF THE TOTAL AWARDED CONTRACT PRICE.</p> |
| 8.0 | INSPECTION OF CRANE AND RIGHTS OF BHEL |
| | WHILE ALL CONTRACTORS ARE ADVISED TO FURNISH THE CORRECT SPECIFICATION OF THE CRANE TO BE PROVIDED IN THE TECHNICAL BID, BHEL RESERVE THE RIGHT TO INSPECT THE |

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| | CRANE BEFORE PLACEMENT OF LOI AND TO REJECT THE SAME IN CASE IT IS NOT FOUND IN ORDER UP TO THE STATED SPECIFICATION. IN SUCH CASE OF REJECTION, CONTRACTOR HAS TO IMMEDIATELY SOURCE ALTERNATE CRANE FOR INSPECTION AND BHEL SHALL HAVE THE RIGHT TO FORFEIT THE EMD IN CASE CONTRACTOR FAILS TO OFFER THE CRANE FOR INSPECTION & BID OFFERED BY CONTRACTOR SHALL BE CANCELLED AND NOT TO BE FURTHER CONSIDERED. |
| 9.0 | ARBITRATION & JURISDICTION |
| | AS PER GCC. |
| 10.0 | REJECTION OF TENDER |
| 10.1 | THE ACCEPTANCE OF TENDER RESTS WITH BHEL WHICH DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER OR ANY TENDER AND RESERVES FULL RIGHTS OF REJECTION WITHOUT ASSIGNING ANY REASONS WHATSOEVER. |
| 11.0 | FORCE MAJEURE CONDITIONS |
| | AS PER GCC. |
| 12.0 | VALIDITY OF OFFER |
| | VALIDITY OF THE OFFER SHALL BE 180 DAYS FROM THE LATEST DUE DATE OF SUBMISSION OF OFFER. INTERESTED BIDDERS ARE ADVISED TO VISIT THE SITE TO ASSESS JOB CONTENT, SITE CONDITION ETC BEFORE QUOTING THEIR OFFER AGAINST THE ENQUIRY. |
| 13.0 | STATUTORY REQUIREMENTS |
| | THE CONTRACTOR SHALL ENSURE THAT ALL STATUTORY REQUIREMENTS PERTAINING TO CONTRACT EXECUTION, E.G INLAND LABOUR LAWS ETC ARE COMPLIED WITH AT SITE. |
| 14.0 | SECURITY DEPOSIT |
| | SECURITY DEPOSIT SHALL BE APPLICABLE AS PER RELEVANT CLAUSE OF GCC. |
| 15.0 | PERFORMANCE BOND |
| | NOT APPLICABLE |
| 16.0 | PRICE VARIATION COMPENSATION (PVC) & OVER RUN COMPENSATION (ORC) |
| | NOT APPLICABLE |
| 17.0 | HEALTH SAFETY & ENVIRONMENT |
| 17.1 | THE CONTRACTOR SHALL HAVE TO COMPLY SAFETY REQUIREMENTS OF BHEL AS PER "HEALTH, SAFETY & ENVIRONMENT PLAN FOR SITE OPERATIONS BY SUBCONTRACTORS" (HSEP14 REV. 02, DEC. 21, 2022) AS APPLICABLE. |
| 18.0 | TAXES AND DUTIES |
| 18.1 | ALL TAXES EXCLUDING GST (AS SPECIFIED ELSEWHERE IN THIS CLAUSE) & BOCW CESS (AS SPECIFIED ELSEWHERE IN THE TENDER) BUT INCLUDING, CHARGES, ROYALTIES, ANY STATE OR CENTRAL LEVY AND OTHER TAXES FOR MATERIALS IF ANY OBTAINED FOR THE WORK AND FOR EXECUTION OF THE CONTRACT SHALL BE BORNE BY SUCCESSFUL BIDDER AND SHALL NOT BE PAYABLE EXTRA BY BHEL. ANY INCREASE OF ABOVE AT ANY STAGE DURING EXECUTION OF CONTRACT, INCLUDING EXTENSION OF THE CONTRACT, SHALL HAVE TO BE BORNE BY SUCCESSFUL BIDDER CONTRACTOR. BIDDER'S QUOTED/ ACCEPTED RATES/ PRICE SHALL BE INCLUSIVE OF ALL SUCH REQUIREMENTS. |
| 18.2 | GST ALONG WITH CESS (AS APPLICABLE) LEGALLY LEVIABLE & PAYABLE BY SUCCESSFUL BIDDER AS PER GST LAW SHALL BE PAID BY BHEL, EXTRA. HENCE, BIDDER SHALL NOT INCLUDE GST ALONG WITH CESS (AS APPLICABLE) IN THEIR QUOTED RATES/ PRICE. |

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| 18.3 | SUCCESSFUL BIDDER SHALL FURNISH PROOF OF GST REGISTRATION WITH GSTN PORTAL COVERING THE SERVICES UNDER THIS CONTRACT. REGISTRATION SHOULD ALSO BEAR ENDORSEMENT FOR THE PREMISES FROM WHERE THE BILLING SHALL BE DONE BY SUCCESSFUL BIDDER ON BHEL FOR THIS PROJECT / WORK. |
| 18.4 | SINCE GST ON OUTPUT WILL BE PAID BY BHEL SEPARATELY AS ENUMERATED ABOVE, BIDDER'S YOUR QUOTED RATES / PRICE SHOULD BE AFTER CONSIDERING THE INPUT CREDIT UNDER GST LAW AT BIDDER'S END. |
| 18.5 | TDS UNDER INCOME TAX ACT SHALL BE DEDUCTED AS PER PREVAILING IT RULES FROM THE BILLS. |
| 18.6 | TDS UNDER GST SHALL BE DEDUCTED AS PER PREVAILING GST RULES FROM THE BILLS. |
| 18.7.1 | YOU MAY COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961 IF APPLICABLE. |
| 18.7.2 | IN CASE, YOU COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING COMPLIANCE IS REQUIRED. |
| 18.7.2.1 | TAN AND PAN OF VENDOR SHOULD APPEAR IN ALL INVOICES/CLAIMS. COPY OF TAN /TCS REGISTRATION IS TO BE SUBMITTED. |
| 18.7.2.2 | AMOUNT OF TCS AND ASSESSABLE VALUE ON WHICH TCS HAS BEEN CALCULATED SHOULD BE SPECIFIED CLEARLY IN THE INVOICE. |
| 18.7.2.3 | YOU SHALL BE REQUIRED TO SUBMIT CERTIFICATE OF TCS IN FORM NO. 27D WITHIN 15 DAYS FROM THE DUE DATE FOR FURNISHING THE STATEMENT OF TAX COLLECTED AT THE SOURCE. |
| 18.7.3 | IN CASE, YOU DO NOT COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING DECLARATION IS TO BE SUBMITTED ALONGWITH EACH INVOICE: - "I/WE HEREBY DECLARE THAT I/WE ARE NOT REQUIRED TO COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, ON THIS BILL. |
| 18.7.4 | IN EVENT OF FAILURE TO COMPLY WITH THE PROVISIONS OF THE ACT, OR PROPER CERTIFICATE NOT ISSUED, OR IF TAX COLLECTED BUT NOT REMITTED TO THE GOVERNMENT, OR FOR ANY OTHER REASON AND THEREBY CAUSING LOSS TO BHEL, THE SAME SHALL BE RECOVERABLE FROM THE VENDOR WITH APPLICABLE INTEREST. |
| 18.7.5 | YOU SHALL COMPLY WITH ALL STATUTORY AMENDMENT/NOTIFICATIONS IN THIS RESPECT. |
| 18.8 | BIDDER SHALL NOTE THAT GST TAX INVOICE COMPLYING WITH GST INVOICE RULES (SECTION 31 OF GST ACT & RULES REFERRED THEREUNDER) WHEREIN THE 'BILL TO' DETAILS SHALL ENCOMPASS FOLLOWING. BHEL GSTN – REFER ATTACHED GSTN CODE TABLE OF BHEL. NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS - SHALL BE INTIMATED LATER. SPECIFIC DETAILS OF BHEL GSTN, NAME AND ADDRESS AS STATED ABOVE, HAVE BEEN SPECIFIED ELSEWHERE IN THE TENDER. |
| 18.9 | SUCCESSFUL BIDDER TO INTIMATE IMMEDIATELY ON THE DAY OF REMOVAL OF GOODS (IN CASE OF ANY SUPPLY OF GOODS) TO BHEL ALONG WITH ALL RELEVANT DETAILS AND SEND A SCANNED COPY OF TAX INVOICE TO BHEL THROUGH FOLLOWING COMMUNICATION MODE FOR ENABLING BHEL TO MEET ITS GST RELATED COMPLIANCES. PORTAL ADDRESS. AND EMAIL ADDRESS– SHALL BE INTIMATED LATER. SPECIFIC DETAILS OF ABOVE SHALL BE INTIMATED TO SUCCESSFUL BIDDER BY BHEL AT APPROPRIATE JUNCTURE. |
| 18.10 | IN CASE OF DELAY IN SUBMISSION OF ABOVE-MENTIONED DOCUMENTS ON THE DATE OF DESPATCH, BHEL MAY INCUR PENALTY / INTEREST FOR NOT ADHERING TO INVOICING RULES UNDER GST LAW. THE SAME WILL BE LIABLE TO BE RECOVERED FROM SUCCESSFUL BIDDER, IN CASE SUCH DELAY IS NOT ATTRIBUTABLE TO BHEL. |

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| 18.11 | IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT / CREDIT NOTE), SUCCESSFUL BIDDER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER. | |
| 18.12 | SUCCESSFUL BIDDER SHALL COMPLY WITH THE TIME LIMIT PRESCRIBED UNDER THE GST LAW AND RULES THEREOF FOR RAISING OF THE TAX INVOICE. IF ANY SUPPLY OF GOODS IS APPLICABLE, SUCCESSFUL BIDDER SHALL ALSO ENSURE PROMPT DELIVERY OF GOODS AFTER DISPATCH. | |
| 18.13 | BIDDER SHALL NOTE THAT IN CASE GST CREDIT IS DELAYED / DENIED TO BHEL DUE TO DELAYED / NON-RECEIPT OF GOODS AND / OR TAX INVOICE OR EXPIRY OF THE TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC, OR ANY OTHER REASONS, NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED/ LEVIABLE ON BHEL, AS THE CASE MAY BE. | |
| 18.14 | SUCCESSFUL BIDDER SHALL UPLOAD THE INVOICES RAISED ON BHEL IN IFF/GSTR-1 WITHIN THE PRESCRIBED TIME AS GIVEN IN THE GST ACT, AND THE SAME SHOULD BE AVAILABLE TO BHEL IN FORM GSTR-2B ELECTRONICALLY THROUGH THE COMMON PORTAL; AND CONFIRMATION OF PAYMENT OF SUCH GST TO THE GOVERNMENT THROUGH FILING OF GSTR-3B OF CORRESPONDING MONTH/QUARTER. BIDDER SHALL NOTE THAT IN CASE OF DELAY IN DECLARING SUCH INVOICE IN YOUR RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL AS PER GST LAW SHALL BE RECOVERABLE FROM THE SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED / LEVIABLE ON BHEL. | |
| 18.15 | SUCCESSFUL BIDDER TO ARRANGE FOR E-WAYBILL FOR ANY MOVEMENT OF GOODS FOR THE EXECUTION OF THE CONTRACT. SUCCESSFUL BIDDER HAS TO MAKE THEIR OWN ARRANGEMENT AT THEIR COST FOR COMPLETING THE FORMALITIES, IF REQUIRED, WITH ISSUING AUTHORITIES, FOR BRINGING MATERIALS, PLANTS & MACHINERY AT SITE FOR EXECUTION OF THE WORKS UNDER THIS CONTRACT, ROAD PERMIT / WAY BILL, IF REQUIRED, SHALL BE ARRANGED BY SUCCESSFUL BIDDER AND BHEL WILL NOT SUPPLY ANY ROAD PERMIT/ WAY BILL FOR THIS PURPOSE. | |
| 18.16 | ANY NEW TAXES & DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION AS PER NIT & TCN, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION, IF THE SAME IS NOT ATTRIBUTABLE TO YOU), SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENT TO THE SATISFACTION OF BHEL. HOWEVER, YOU SHALL OBTAIN PRIOR APPROVAL FROM BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES. | |
| 18.17 | BENEFITS AND / OR ABOLITION OF ALL EXISTING TAXES MUST BE PASSED ON TO BHEL AGAINST NEW TAXES, IF ANY, PROPOSED TO BE INTRODUCED AT A LATER DATE. | |
| 19.0 | GUARANTEE | |
| 19.1 | NOT APPLICABLE. | |
| 20.0 | SECURED RECOVERABLE ADVANCES | |
| 20.1 | SECURED RECOVERABLE ADVANCES, Clause no. 2.13 of GCC is not applicable for this tender. | |
| 21.0 | QUANTITY VARIATION | |
| 21.1 | AS PER GCC. | |
| 22.0 | OTHERS | |
| 22.1 | ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC. | |

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ANNEXURE-A: Technical Specification

| SL. NO. | DESCRIPTION | BHEL's REQUIREMENT AS PER TCC | BIDDER'S RESPONSE |
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| 1 | Name of crane manufacturer | Required | |
| 2 | Crane model no. | Required | |
| 3 | Crane Mfg. Year | Required | |
| 4 | Lifting Capacity of crane | HEAVY LIFT HIGH REACH (HLHR) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE. | |
| 5 | Boom & Jib Construction | LATTICE BOOM & LUFFING JIB | |
| 6 | Total Main Boom Length | 126M (MIN) | |
| 7 | Jib Type | LUFFING JIB - 48M (MIN) | |
| 8 | Jib Length & Combination of Boom & Jib (M + M) | 147M (MIN) {MINIMUM 48 M LUFFING JIB SHALL BE FITTED AT MINIMUM 99 M LENGTH OF THE MAIN BOOM} | |
| 9 | Critical/Specific Weight Lifting Requirement | CRITICAL LOAD LIFTING CAPACITY OF 203MT (MINIMUM) BELOW HOOK AT AROUND 18M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 115M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE. | |
| 10 | Crawler to Crawler outer dimension in Mtr | THE END TO END CRAWLER WIDTH OF THE CRANE SHALL BE WITHIN 12M. | |
| 11 | Heavy lift Attachment (HLA) | Yes | |
| 12 | LIFTING CAPACITY OF HOOK BLOCKS IN MT | AS PER AVAILABILITY WITH PARTICULAR CRANE MODEL'S OF THE CRANE (BIDDER TO DECLARE AVAILABILITY) | |

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| 12.a | 1 no. of 300~400 MT lifting capacity | Required | |
| 12.b | 1 no. of 200~250 MT lifting capacity | Required | |
| 12.c | 1 no. of 150~170 MT lifting capacity | Required | |
| 12.d | 1 no. of 70~120 MT lifting capacity | Required | |
| 12.e | 1 no. of 35~60 MT lifting capacity | Required | |
| 12.f | 1 no. ball hook i.e. 10~25 MT | Required | |
| 13 | Safety Devices | Required | |
| 13.a | Cut off devices when exceeding excessive | Required | |
| 13.b | Main Hoist, Jib Hoist & Boom Hoist limit | Required | |
| 13.c | Travelling & Swing Flasher/Warning Buzzer. | Required | |
| 13.d | Load Moment indicator (LMI) | Required | |
| 13.e | Headlight and tail light must be available | Required | |
| 13.f | Safety valve against pipe and hose rupture in case of hydraulic crane | Required | |
| 14 | Option for Crane model offered. | Yes / No | |
| 15 | Crane Load Chart Enclosed | Required | |
| 16 | Crane Product Catalogue Enclosed | Required | |
| 17 | Crane Average Fuel Consumption Per Hrs. | Required | |
| NOTE | 1. Bidders are required to fill up the details against sl. no. 1 to 17. 2. Bidders to furnish documentary evidence for all the details filled up. Bidders to note that their respective models shall be considered by BHEL only if all the minimum requirements are fulfilled. 3. Use additional sheet of this annexure if required. | | |