

Ref: BHE/PW/PUR/PSWR-RC-TPT/2520/Corg-02

Date: 28/01/2022

To,  
ALL BIDDERS,

**Sub: Corrigendum-02: Issuance of Clarifications.**

**Scope of Work:** FRAMEWORK AGREEMENT FOR TRANSPORTATION OF VARIOUS BHEL-PSWR CRANES AS PER ATTACHED APPENDIX-A, OTHER T&P AND ANY OTHER PLANT MATERIALS FROM ONE SITE TO ANOTHER SITE LOCATED AT VARIOUS PARTS OF THE COUNTRY ON DOOR DELIVERY BASIS.

**References:**

1. **E-Tender Spec No:** BHE/PW/PUR/PSWR-RC-TPT/2520 dated 12/01/2022
2. **Corrigendum01 ref:**BHE/PW/PUR/PSWR-RC-TPT/2520/Corg-01 Dtd:19/01/2022  
**NIC Tender ID: 2022\_BHEL\_7183\_1**

Bidders to kindly take note of the following:

**AA) ISSUANCE OF CLARIFICATIONS:**

Sl. No	Reference Document	Reference Chapter/Annexure	Reference Clause	Tender	Query/Clarification Required	BHEL Reply
1	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT	Clause. No.3.6.4 of Pg. No. 41 in Technical Conditions Of Contract.		In said clause mentioned if any damage occurs to the equipment the cost of damage of material will recover from the transporter. Against said clause we want to clarify we will take all precautions to transport your material in smooth and sound condition but due to Hazardous on the road in the way and due to not loaded properly which is in the scope of BHEL site office then how transporter will responsible. Insurance is in BHEL scope hence in such case cost of damage if any occurs should be recover from underwriter through whom BHEL will insure the material. Requesting to amendment the clause accordingly.	Tender Condition shall prevail. For transit insurance please refer Clause No. 25 (Pg. No. 55 & 56).

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2	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT	Clause. No.3.13 of Pg. No. 41 in Technical Conditions Of Contract.		In said clause we feel is very much complicated because in case of accident definitely we will inform to BHEL and complete all the required formalities like FIR etc., but to inform Insurance Co., responsibility cannot take transporter it is the responsibility of BHEL and transporter cannot hold the driver as per requirement of BHEL and nowhere again and again drive statement require for settlement of Insurance Claim. So requesting simplify the clause accordingly.	Tender Condition shall prevail. For transit insurance please refer Clause No. 25 (Pg. No. 55 & 56).
3	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT	Clause. No.3.15 of Pg. No. 42 in Technical Conditions Of Contract.		In said clause mentioned regarding damages noticed later on in Crane Carbody mentioning the reason against the said clause we are not agree at all with your content because when there is not a single scratch on the outside of the Carbody then how it can damage inner side due to high speed running of vehicle. AS you are transferring Crane from one side to another side again and again so due to Old and used Crane damage can take place at your site not during the transit. Hence transport cannot take any responsibility for any type of damages to Carbody of Crane and if really any damage occurs have to recover Claim from Insurance Co., requesting please delete this Clause.	Tender Condition shall prevail.

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4	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT	Clause. No.3.16 of Pg. No. 42 in Technical Conditions Of Contract.		In said clause mentioned regarding Road Tax of BHEL Crane if require to be paid by transporter which can be reimbursed by BHEL but transporter cannot able to pay Road Tax of Crane on behalf of BHEL. Hence it is responsibility of BHEL before loading of Crane in vehicle should be paid require Road Tax etc., update. Requesting amendment said clause accordingly.	Tender Condition shall prevail.
5	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	EXTRA CHARGES ON ACCOUNT OF OVERDIMENSION OF THE CONSIGNMENT	Clause. No.9.1 of Pg. No. 45 in Technical Conditions Of Contract.		In said clause specified dimension for ODC Consignment which is not correct because in NIT specified above in Length 12.5, In width above 2.6 and in height above 3.5 Mtrs will be treated as ODC Consignment whereas, as per RTO guidelines permissible dimension in Trailer is in Length upto 12, in width upto 2.5 and in Height upto 2.2 Mtrs only. Above the dimension Consignment falls under ODC and RTO will charge penalty according to their State Rules. So requesting change the dimension of above said clause accordingly.	Tender condition shall prevail. Clause No.9.1 is applicable to transporter only.
6	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	EXTRA CHARGES ON ACCOUNT OF OVERDIMENSION OF THE CONSIGNMENT	Clause. No.9.2 of Pg. No. 45 in Technical Conditions Of Contract.		In said clause for Low Bed Trailer permissible dimension are in Length upto 12, in Width upto 3 and in Height upto 2.8 Mtrs only not as mention in NIT. Hence requesting change the dimension in said clause also.	Tender condition shall prevail. Clause No.9.2 is applicable to transporter only.

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7	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	CONSIGNMENT CLASSIFICATION & CORRESPONDING VEHICLE TYPE	Clause. No.11.3 of Note Point "A" of Pg. No. 45 in Technical Conditions Of Contract.		In said clause mentioned RTO penalty will not payable, so requesting please amendment the clause not only the Length but in Width and Height also in ODC Consignment. If any penalty charged by any State Authority then penalty should be reimbursed by BHEL against receipt issued by related authority along with 5% service charges. More over in your condition No. 9.11 you have agreed for reimbursement of penalty charge against ODC Consignment charged by authority. So please clarify why 2 different clause applied in NIT. Requesting only 9.11 clause should apply deleting the clause No. 9.5 of Point No. "A" from NIT.	(A) Clause No. 11.3 and mentioned Pg. No. is not matching. (B) Clause 9.5 refers for extra payment to transporter for Higher Length of Trailer. (C) Clause 9.11 refers to penalty charges/fees levied by State/Central governments.
8	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	CONSIGNMENT CLASSIFICATION & CORRESPONDING VEHICLE TYPE	Clause. No.11.3 of Pg. No. 49 in Technical Conditions Of Contract.		In said clause mentioned carrying capacity of different types of vehicles which is not correct because what ever carrying capacity mentioned in NIT was 3 years back. RTO has increased carrying capacity on every type of vehicle more than 20% on existing carrying capacity and carrying capacity of different types of vehicles are as under: a. Taurus Truck – 18 Ton instead of 15 Ton. b. Multi Axel Vehicle Taurs – 26 Ton instead of 21 Ton. c. Standard Trailer – 27 Ton	Tender condition shall prevail.

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					instead of 22 Ton. d. Low Bed Trailer – 42 Ton instead of 35 Ton.  So requesting to amend carrying capacity of vehicles in said clause accordingly.	
9	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	CONSIGNMENT CLASSIFICATION & CORRESPONDING VEHICLE TYPE	Clause. No.11.12 of Pg. No. 50 in Technical Conditions Of Contract.		In said clause mentioned weight variation less than 500 Kgs not consider for extra freight payment which is not correct because as per present RTO rules even 100 Kgs not allowed to carry the material of its carrying capacity. If found excess weight charging minimum penalty by related State Authority of Rs. 25,000/-. Hence requesting please amendment in the clause accordingly.	Clause No. 11.12 is applicable for Transporter only. RTO charges for excess weight attributable to BHEL shall be reimbursed on produce of actual receipt.
10	TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA	DETENTION CHARGES	Clause. No.15.1 of Pg. No. 52 in Technical Conditions Of Contract.		In said clause mentioned regarding detention charges of different types of vehicles which are not practical at all. Detention charges should be as under: a. Taurus / Normal Truck – Rs. 1500/- Per day / Per Vehicle. b. Standard Trailer – Rs. 2500/- Per day / Per Vehicle. c. Low Bed Trailer – Rs. 5000/- Per day / Per Vehicle. d. Hydraulic Trailer upto 8 Axel – Rs. 15000/- Per day / Per Vehicle and above 8 Axel Rs. 2000/- Per Axel for each additional Axel. So requesting	Tender condition shall prevail.

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					detention charges may amendment in said clause accordingly.	

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All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing. Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL→ <https://eprocurebhel.co.in>

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you,  
Yours faithfully,

GM (Purchase)