



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 02

Ref: PSER:SCT:LRA-F2334:TCN-02

Date : 14-11-2024

Sub	Tender Change Notice (TCN) - 02.	
Job	PROVIDING 1 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 27 MT (MINIMUM) BELOW HOOK AT AROUND 18 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 44 M (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-F2334:24
	2.0	BHEL's NIT, vide reference no. PSER:SCT:LRA-F2334:10755 Date: 30-10-2024.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT: LRA-F2334:TCN -01 Date: 11-11-2024.
	4.0	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-A1 to TCN-02**. Bidder to submit their offer accordingly.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. 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. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 27 MT (MINIMUM) BELOW HOOK AT AROUND 18 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 44 M (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-F2334:24
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	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:LRA-F2334:TCN-01 Date: 11-11-2024
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT:LRA-F2334:TCN-02 Date: 14-11-2024
	5.0	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-A1 TO TCN-02				
PROVIDING 1 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 27 MT (MINIMUM) BELOW HOOK AT AROUND 18 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 44 M (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-F2334:24				
CLARIFICATION / MODIFICATION				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Special Conditions of Contract (Service) and Technical Specification / Page 3 of 15	1.4 AGE OF THE CRANE: THE AGE OF THE CRANE SHOULD NOT BE MORE THAN TEN (10) YEARS AS ON DATE OF TECHNICAL BID OPENING. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER. 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	we have utmost priority of Safety and Quality ... We understand the criticality of heavy capacity cranes and accordingly request to relax YOM criteria to 20 years. We can provide suitable fitness certificate and also open to inspection of cranes if required. We request to kindly relax the age and modify the clause as "The age of the offered crane shall not be more than 20 years as on the latest date of bid submission."	Shall be as per Tender
2	Special Conditions of Contract (Service) and Technical Specification / Page 5 of 15	2.0 CRANE MOBILIZATION & DE-MOBILIZATION, TENTATIVE DEPLOYMENT SCHEDULE, CONTRACT PERIOD & DAILY WORKING HOURS 2.2.2 THE MOBILIZATION PERIOD OF THE CRANE SHALL BE 30 (THIRTY) 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.	We request to kindly amend the clause as Crane shall be deployed and made operational (First successful load testing) at Site within Forty-Five (45) Days from the written intimation for deployment of crane from Site Construction Manager	Shall be as per Tender
3	Special Conditions of Contract (Service) and Technical Specification / Page 5 of 15	2.0 CRANE MOBILIZATION & DE-MOBILIZATION, TENTATIVE DEPLOYMENT SCHEDULE, CONTRACT PERIOD & DAILY WORKING HOURS 2.2.5 CONTRACT PERIOD OF THE CRANE SHALL BE FOR 30 (THIRTY) MONTHS FROM THE START DATE OF CONTRACT WITH A PROVISION OF 06 (SIX) MONTHS EXTENSION PERIOD FOR THE CONTRACT	IN CASE OF EXTENSION BEYOND CONTRACT PERIOD OF 30 Months, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD AND THEN THIS CONTRACT WILL BE EXTENDED ON MUTUALLY AGREED TERMS AND CONDITIONS.	Shall be as per Tender
4	Special Conditions of Contract (Service) and Technical Specification / Page 6 of 15	5.0 SPECIFIC TERMS 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[1]SHACKLES, ETC AT THEIR OWN COST. NO CLAIM IN THIS REGARD WILL BE ENTERTAINED BY BHEL.	We request BHEL to provide the support equipment (Crane, Hydra & Trailer) for boom extension / reduction, configuration change, counterweight shifting during the contract period as and when required. Otherwise, crane agency has to keep the additional resources throughout the contract which would be additional cost to BHEL.	Shall be as per Tender
5	Special Conditions of Contract (Service) and Technical Specification / Page 8 of 15	5.0 SPECIFIC TERMS 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 include - 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
6	Special Conditions of Contract (Service) and Technical Specification / Page 9 of 15	6.0 TERMS OF PAYMENT 6.1 THE CONTRACTOR SHALL SUBMIT THE RA BILL ONCE IN A MONTH AT THE END OF EACH MONTH. 100 % PAYMENT SHALL BE RELEASED FROM BHEL SITE WITHIN 45 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.	Kindly amend the clause - THE CONTRACTOR SHALL SUBMIT THE RA BILL ONCE IN A MONTH AT THE END OF EACH MONTH. 100 % PAYMENT SHALL BE RELEASED FROM BHEL SITE WITHIN 30 DAYS OF SUBMISSION OF THE INVOICE	Shall be as per Tender
7	Special Conditions of Contract (Service) and Technical Specification / Page 10 of 15	7.0 LIQUIDATED DAMAGES (LD) 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. 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. HOWEVER, THE TOTAL LD AMOUNT FOR THE CONTRACT SHALL NOT EXCEED 10% OF THE TOTAL AWARDED CONTRACT PRICE	Kindly delete the statement – "BHEL WILL HAVE NO OBLIGATION TO ACCEPT THE CRANE" Also, we request you to add following – 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

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Tender no. PSER:SCT:LRA-F2334:24				
CLARIFICATION / MODIFICATION				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
8	Special Conditions of Contract (Service) and Technical Specification / Page 13 of 15	22. OTHERS ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.	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.	Shall be as per Tender
9	Special Conditions of Contract (Service) and Technical Specification / Page 13 of 15	22. OTHERS ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.	Supplier shall no liability towards any sub-soil and/or hydrological conditions.	Shall be as per Tender
10	Special Conditions of Contract (Service) and Technical Specification / Page 13 of 15	22. OTHERS ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.	Kindly add the following clause - IN CASE OF EXTENSION BEYOND CONTRACT PERIOD, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD AND THEN THIS CONTRACT WILL BE EXTENDED ON MUTUALLY AGREED TERMS AND CONDITIONS.	Shall be as per Tender
11	Special Conditions of Contract (Service) and Technical Specification / Page 13 of 15	22. OTHERS ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.	Kindly add the following clause - 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.	Shall be as per Tender
12	GENERAL CONDITIONS OF CONTRACT (SERVICE)/ Page 38 of 39	2.27 LIMITATION ON LIABILITY: 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.	Kindly amend the clause - 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.	Shall be as per Tender