



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 04**

Ref: PSER:SCT:LRA-F2347:TCN-04

Date: 22-01-2025

|     |   |   |
|-----|---|---|
| Sub | <b>Tender Change Notice (TCN) – 04.</b>   |   |
| Job | PROVIDING SERVICES OF 1 NO. 350MT OR ABOVE CAPACITY MID RANGE HEAVY LIFT (MRHL) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 60MT (MINIMUM) BELOW HOOK AT AROUND 28M (MINIMUM) RADIUS WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II, RAIGARH, CHHATTISGARH. |   |
| Ref | 1.0   | Tender no. PSER:SCT:LRA-F2347:24  |
|     | 2.0   | BHEL's NIT, vide reference no. PSER:SCT:LRA-F2347:10833 Date: 02-01-2025.     |
|     | 3.0   | BHEL's TCN-01, vide reference no. PSER:SCT:LRA-F2347:TCN-01 Date: 13-01-2025. |
|     | 4.0   | BHEL's TCN-02, vide reference no. PSER:SCT:LRA-F2347:TCN-02 Date: 17-01-2025. |
|     | 5.0   | BHEL's TCN-03, vide reference no. PSER:SCT:LRA-F2347:TCN-03 Date: 21-01-2025. |
|     | 5.0   | 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-04**. 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 SERVICES OF 1 NO. 350MT OR ABOVE CAPACITY MID RANGE HEAVY LIFT (MRHL) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 60MT (MINIMUM) BELOW HOOK AT AROUND 28M (MINIMUM) RADIUS WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II, RAIGARH, CHHATTISGARH. |   |
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|     | 4.0   | BHEL's TCN-02, vide reference no. PSER:SCT:LRA-F2347:TCN-02 Date: 17-01-2025. |
|     | 5.0   | BHEL's TCN-03, vide reference no. PSER:SCT:LRA-F2347:TCN-03 Date: 21-01-2025. |
|     | 6.0   | BHEL's TCN-04, vide reference no. PSER:SCT:LRA-F2347:TCN-04 Date: 22-01-2025. |
|     | 7.0   | 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-04

PROVIDING SERVICES OF 1 NO. 350MT OR ABOVE CAPACITY MID RANGE HEAVY LIFT (MRHL) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 60MT (MINIMUM) BELOW HOOK AT AROUND 28M (MINIMUM) RADIUS WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II, RAIGARH, CHHATTISGARH.

Tender no. PSER:SCT:LRA-F2347:24

## 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 03 of 15 | <u>SCOPE OF WORK:</u><br>THE AGE OF THE CRANE SHOULD NOT BE MORE THAN TWELVE (12) YEARS AS ON LAST DATE OF SUBMISSION OF TENDER.   | At Sarens, we have utmost priority of Safety and Quality and in no way, we compromise on same. We maintain Global reputation for delivering best quality services and in order to achieve we maintain our crane to highest level of preventive Maintenance along with experienced operators and have in-house unique maintenance program. Our cranes irrespective of age have been working at most critical applications in various sectors particularly Thermal energy , Oil & Gas etc.<br>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.<br>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      | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 16 of 39                                   | <u>2.7.2.3 Remedies in case of Breach of Contract is established.</u><br>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      |
| 3      | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION /VOLUME-ID & II/Page 05 of 15  | <u>CRANE MOBILIZATION &amp; DE-MOBILIZATION, TENTATIVE DEPLOYMENT SCHEDULE, CONTRACT PERIOD &amp; DAILY WORKING HOURS:</u><br>CONTRACT PERIOD OF THE CRANE SHALL BE FOR 12 (TWELVE) MONTHS FROM THE START DATE OF CONTRACT WITH A PROVISION OF 03 (THREE) MONTHS EXTENSION PERIOD FOR THE CONTRACT.  | IN CASE OF EXTENSION BEYOND CONTRACT PERIOD of 12 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      | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 05 of 39                                   | <u>1. GENERAL INSTRUCTION TO TENDERERS:</u><br>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      |
| 5      | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 19 of 39                                   | <u>2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.</u><br>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:<br>2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.<br>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. | Kindly add the following clause -<br>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      |
| 6      | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION /VOLUME-ID & II/Page 08 of 15  | <u>5.0 SPECIFIC TERMS:</u><br>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 -<br>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-04

PROVIDING SERVICES OF 1 NO. 350MT OR ABOVE CAPACITY MID RANGE HEAVY LIFT (MRHL) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 60MT (MINIMUM) BELOW HOOK AT AROUND 28M (MINIMUM) RADIUS WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 2X800 MW LARA SUPER THERMAL POWER PLANT PROJECT, STAGE II, RAIGARH, CHHATTISGARH.

Tender no. PSER:SCT:LRA-F2347:24

## CLARIFICATION / MODIFICATION

| Sl. No | Reference clause of tender document  | Existing Provision  | Bidder's Query   | BHEL's Clarification/ Reply   |
|--------|--|---|--|---|
| 7      | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 38 of 39                                  | <u>2.27 LIMITATION ON LIABILITY:</u><br>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 add the following clause -<br>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  |
| 8      | GENERAL CONDITIONS OF CONTRACT (SERVICE) /VOLUME-IB/Page 38 of 39                                  | <u>2.27 LIMITATION ON LIABILITY:</u><br>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 -<br>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  |
| 9      | SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION /VOLUME-ID & II/Page 03 of 15 | <u>SCOPE OF WORK:</u><br>LIFTING CAPACITY- 350MT OR ABOVE CAPACITY MRHL (MID RANGE HEAVY LIFT) HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM & LUFFING JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 60MT (MINIMUM) BELOW HOOK AT AROUND 28M (MINIMUM) RADIUS WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE..   | M/s Sarens Heavy Lift India Private Limited<br><br>Sarens can offer LR 1400 in which Crane is having 66t. capacity @ 28m. radius with 91% capacity of rated safe workload at lift radius of the crane (load chart and lifting drawing attached)<br><br>Kindly confirm and allow us to proceed with LR1400.   | BHEL'S TERMS & CONDITIONS REMAIN UNCHANGED (AS PER CLAUSE NO.- 1.2.1) |