



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:KGN-F2299:TCN-02

Date : 01-07-2024

Sub	Tender Change Notice (TCN) - 02.	
Job	PROVIDING 1 NO. 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIX JIB ON HIRING BASIS, HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 8 MT (MIN) BELOW HOOK AT AROUND 35M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 31M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF LOAD OF 3 MT (MIN) BELOW HOOK AT AROUND 50M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 33M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 2 MT (MIN) BELOW HOOK AT AROUND 58M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 44M ABOVE GROUND AT BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR.	
Ref	1.0	Tender no. PSER:SCT:KGN-F2299:24
	2.0	BHEL's NIT, vide reference no. PSER:SCT:KGN-F2299:10526 Date: 13-06-2024.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:KGN-F2299:TCN-01 Date: 24-06-2024.
	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. Due date of submission of offer is extended from 01-07-2024 to **04-07-2024 (13-00 hrs. IST)**.
2. Clarification to Bidder's query(ies) are attached/enclosed as **Annexure-A1 to TCN-02**. 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.

Sr. 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) 2321 1960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

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. 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIX JIB ON HIRING BASIS, HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 8 MT (MIN) BELOW HOOK AT AROUND 35M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 31M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF LOAD OF 3 MT (MIN) BELOW HOOK AT AROUND 50M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 33M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 2 MT (MIN) BELOW HOOK AT AROUND 58M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 44M ABOVE GROUND AT BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR.	
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	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:KGN-F2299:TCN-01 Date: 24-06-2024.
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT:KGN-F2299:TCN-02 Date: 01-07-2024.
	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)

Job: PROVIDING 1 NO. 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIX JIB ON HIRING BASIS, HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 8 MT (MIN) BELOW HOOK AT AROUND 35M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 31M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF LOAD OF 3 MT (MIN) BELOW HOOK AT AROUND 50M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 33M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 2 MT (MIN) BELOW HOOK AT AROUND 58M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 44M ABOVE GROUND AT BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR.				
Tender No.: PSER:SCT:KGN-F2299:24				
Clarification to Bidder's query(ies)				
ANNEXURE-A1 TO TCN-02				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	ANNEXURE-1 OF NIT: PRE QUALIFYING CRITERIA (TECHNICAL CRITERIA), SL. NO. 3.0	THE AGE OF THE CRANE TO BE PROVIDED BY BIDDER SHOULD NOT BE MORE THAN 14 YEARS AS ON DATE OF TECHNICAL BID OPENING. BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT REGARDING AGE OF CRANE, OWNERSHIP DOCUMENTS OR MOU/AGREEMENT OF CRANE LEASE.	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."	THE SAID PRE-QUALIFYING CRITERIA SHALL REMAIN UNCHANGED.
2	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 1.1	<p>PROVIDING 1 NO. 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIX JIB ON HIRING BASIS FOR BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR WITH THE CRITICAL LOAD LIFTING REQUIREMENT AS MENTIONED BELOW:</p> <p>1. LIFTING CAPACITY (ON OUTRIGGER) OF 8 MT (MIN) BELOW HOOK AT AROUND 35 M RADIUS (MIN) WITH TELESCOPIC BOOM TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 31 M ABOVE GROUND. AND 2. LIFTING CAPACITY (ON OUTRIGGER) 3 MT (MIN) BELOW HOOK AT AROUND 50 M RADIUS (MIN) WITH TELESCOPIC BOOM TO OBTAIN COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 33 M ABOVE GROUND. AND 3. LIFTING CAPACITY OF 2 MT (MIN) BELOW HOOK AT AROUND 58 M RADIUS (MIN) WITH TELESCOPIC BOOM TO OBTAIN TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 44 M ABOVE GROUND. WEIGHT OF HOOK BLOCK AND SLINGS SHALL BE DEDUCTED FROM THE LIFTING CAPACITY OF THE CRANE TO MEET ABOVE REQUIREMENTS.</p> <p>A LIFTING DRAWING SHOWING CLEARANCES BETWEEN THE BOOM, THE CRITICAL LOAD AT SL. NO. 1 ABOVE (DIMENSION OF 2.8 M LENGTH & 3.6 M HEIGHT); AT SL. NO. 2 ABOVE (DIMENSION 1.5 M LENGTH X 1 M WIDTH X 1 M HEIGHT) AND AT SL. NO. 3 ABOVE (DIMENSION 5 M HEIGHT) SHALL BE SUBMITTED WITH THE TECHNICAL OFFER. THERE SHOULD BE MINIMUM 0.50M GAP BETWEEN LOAD AND BOOM.</p> <p>HOOK BLOCK SHOULD BE MADE AVAILABLE FOR WORKING SEPARATELY WITH MAIN BOOM OR THE HOOK BLOCK FOR WORKING WITH THE MAIN BOOM & FLY JIB COMBINATION AS PER REQUIREMENT.</p>	<p>A) W.R.T. sub sl. no. 1 of sl. no. 1.1 of VOLUME-ID & II: Please confirm that CLEAR HEIGHT BELOW HOOK OF 31M ABOVE GROUND is the height of equipment to be lifted or hook height.</p> <p>B) W.R.T. sub sl. no. 2 of sl. no. 1.1 of VOLUME-ID & II: Please confirm that CLEAR HEIGHT BELOW HOOK OF 33M ABOVE GROUND is the height of equipment to be lifted or hook height.</p> <p>C) W.R.T. sub sl. no. 3 of sl. no. 1.1 of VOLUME-ID & II: Please confirm that CLEAR HEIGHT BELOW HOOK OF 44M ABOVE GROUND is the height of equipment to be lifted or hook height.</p> <p>D) 160 MT TMC is not suitable due to 98%-100% of crane utilization, hence no further margin in case if load increase, also raises concern regarding operational efficiency and safety, attached reference drawing for the same. We kindly request BHEL for revise the crane capacity.</p>	<p>Common Clarification to Query A), B) & C): "CLEAR HEIGHT BELOW HOOK" IS DISTANCE FROM GROUND LEVEL TILL BELOW HOOK.</p> <p>D) BIDDER HAS TO PROVIDE SUITABLE CRANE AS PER TECHNICAL SPECIFICATIONS OF TENDER TO MEET THE CRITICAL LOAD LIFTING REQUIREMENT (Refer sl. no. 1.1 of VOLUME-ID & II).</p>

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Tender No.: PSER:SCT:KGN-F2299:24				
Clarification to Bidder's query(ies)				
ANNEXURE-A1 TO TCN-02				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
3	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 1.2	<p>1.2: CRANE DETAILS: CRANE TECHNICAL SPECIFICATIONS CHECK LIST AS PER ANNEXURE-A MUST BE SUBMITTED ALONG WITH OFFER.</p> <p>1.2.1: CRANE CAPACITY: 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIXED JIB</p> <p>1.2.2: MAIN BOOM LENGTH REQUIREMENT M ~ M: 72 M (MIN) ~ 90M (MAX)</p> <p>1.2.3: FIX JIB LENGTH REQUIREMENT M ~ M: 17 M (MIN) ~ 27 M (MAX)</p> <p>1.2.4: MAIN BOOM + FIX JIB REQUIREMENT (COMBINATION OF BOOM & JIB (M + M)): 86 M (MIN) (MINIMUM 17 M FLY JIB SHALL BE FITTED AT MINIMUM 69 M LENGTH OF THE MAIN BOOM)</p> <p>1.2.5: THE WIDTH OF THE CRANE SHALL BE PREFERABLY WITHIN 4 M AND HEIGHT WITHIN 4.8 M.</p>	<p>A) W.R.T. sl. no. 1.2.2, 1.2.3 & 1.2.4 of VOLUME-ID & II: Load Chart enclosed for Tadano ATF 160G-5 & Tadano ATF 220G-5. Please check suitability. Please confirm whether it meets your requirement for our participation.</p> <p>B) W.R.T. sl. no. 1.2.2 of VOLUME-ID & II: We request you to kindly amend the main boom length requirement – 42 M (Min.) – 60 M (Max.) As in our fleet we have maximum main boom length is of 60 meters (fixed jib length is not included) in 150MT Crane range.</p>	<p>A) BIDDER HAS TO PROVIDE SUITABLE CRANE AS PER TECHNICAL SPECIFICATIONS OF TENDER TO MEET THE CRITICAL LOAD LIFTING REQUIREMENT.</p> <p>B) TENDER TERMS & CONDITIONS SHALL REMAIN UNCHANGED (Refer sl. no. 1.2 of VOLUME-ID & II).</p>
4	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 1.6	THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND ACCOUNTABLE TO DEMONSTRATES FITNESS OF THE CRANE, AND SHALL CARRY OUT ALL SUCH THINGS NOT LIMITED TO FITNESS CERTIFICATION FROM ORIGINAL MANUFACTURER, 3RD PARTY AGENCY (TPI), STATUTORY AUTHORITY, ETC., NECESSARY TO DEMONSTRATE FITNESS OF THE CRANE.	Please explain? We can provide third party load test certificate at site.	TENDER TERMS & CONDITIONS SHALL REMAIN UNCHANGED.
5	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 1.12	THE ABOVE CRANE SHALL BE PROVIDED WITH OPERATOR, HELPER, SERVICE & MAINTENANCE STAFF, FUEL & ALL OTHER CONSUMABLES FOR MINIMUM 14 HRS. DAILY OPERATION AT SITE (ANY PART OF THE DAY) INCLUSIVE OF 1-HOUR LUNCH BREAK, ON FIXED MONTHLY HIRE BASIS, WITH SEPARATE MOBILIZATION, DEMOBILIZATION AND HOURLY OPERATION/FUEL CHARGES. THE CRANE SHOULD BE IN GOOD WORKING CONDITION. BIDDER MAY PLEASE NOTE CRANE WITH ONLY SOLID CAST STEEL COUNTER WEIGHT IS ACCEPTABLE. DEPLOYMENT DETAILS OF THE CRANE IS INDICATED IN CLAUSE 2.0.	Our German cranes are provided with cast Iron counterweight however our Chiense cranes are provided with plate and iron ore mixed with concrete. Please confirm suitability of Chinese crane.	TENDER TERMS & CONDITIONS SHALL REMAIN UNCHANGED.
6	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.5.1	FOR UNLOADING, ASSEMBLY, DISASSEMBLY & LOADING OF THE CRANE, BHEL OR BHEL'S ERECTION CONTRACTOR SHALL PROVIDE SUITABLE ASSISTING CRANE WITH OPERATOR, WHEREAS CONTRACTOR SHALL ARRANGE SLINGS, D-HACKLES, 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 REQUISITE CRANE WITH OPERATOR, WHEREAS CONTRACTOR SHALL ARRANGE SLINGS, D-SHACKLES, ETC. 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.	TENDER TERMS & CONDITIONS SHALL REMAIN UNCHANGED.

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Clarification to Bidder's query(ies)				
ANNEXURE-A1 TO TCN-02				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
7	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.6	TOWARDS FULFILMENT 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 WILL BE PROVIDED BY BHEL FREE OF COST. LOCAL TRANSPORTATION OF LOAD MATERIALS SHALL BE IN THE SCOPE OF VENDOR.	Load Test cwt to be provided under the hook and returned after test at your cost alternately you can use our single piece counterweight for load testing.	TENDER TERMS & CONDITIONS SHALL REMAIN UNCHANGED.
8	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 14.1	THE CONTRACTOR 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 OR MOU/ AGREEMENT OF CRANE LEASE AND INSURANCE COVERAGE TAKEN FOR THE CRANE. EXPERIENCE OF PROVIDING THE CRANE EARLIER TO VARIOUS COMPANIES OF REPUTE (BY FURNISHING THE ORDER COPIES AND/ OR PERFORMANCE CERTIFICATE OF THOSE JOBS ETC.) AND ALL OTHER RELEVANT INFORMATION REGARDING THE CRANE IN THE TECHNO-COMMERCIAL BID.	<p>A) 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> <p>B) Our 180 MT crane is brand new and is in transit. Can we submit undertaking in stamp paper that "our crane is in transit" including letter from our crane supplier towards the same. We will submit Proforma Invoice for 180 t crane. Please clarify this as early as possible so that we can proceed for submission.</p>	<p>A) CL. NO. 14.1 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.</p> <p>B) CL. NO. 14.1 OF VOLUME-ID & II SHALL REMAIN UNCHANGED. REFER TO ANNEXURE-1 OF NIT, PRE QUALIFYING CRITERIA NOTE SL. NO. B & C.</p>
9	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 2.2.5	<p>SL. NO. 2.2.5 OF VOLUME-ID & II: CONTRACT PERIOD OF CRANE SHALL BE FOR <u>12 (TWELVE)</u> MONTHS FROM THE START DATE OF CONTRACT WITH A PROVISION OF <u>06 (SIX)</u> MONTHS EXTENSION PERIOD ON SAME TERMS & CONDITIONS. IN CASE OF EXTENSION BEYOND CONTRACT PERIOD, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD.</p> <p>THE CONTRACT PERIOD MAY BE FURTHER EXTENDED BEYOND EXTENSION PERIOD SPECIFIED IN THIS TENDER ON SAME TERMS & CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT AND THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF EXTENDED CONTRACT PERIOD.</p>	<p>A) As mentioend, the two clauses i.e. 2.2.5 & 2.5 of VOLUME-ID & II contradict in themselves. Hence we request BHEL for providing clarification whether the extension will be in same rate and same terms and condition or it will be on 90% of monthly rental.</p> <p>B) W.R.T. sl. no. 2.2.5 of VOLUME-ID & II: Extension of the Contract beyond minimum period of 1 year shall be on mutual terms and agreement as agreed between the Parties.</p> <p>C) W.R.T. sl. no. 2.5 of VOLUME-ID & II: Since the contract rate is firm during the tenure then extension rate should also be same as the overheads and operating cost increases with time.(Employee salaries, fuel, etc.)</p>	<p>A) SL. NO. 2.2.5 and SL. NO. 2.5 of VOLUME-ID & II are self explanatory and shall remain unchanged.</p> <p>B) CL. NO. 2.2.5 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.</p> <p>C) CL. NO. 2.5 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.</p>
	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 2.5	SL. NO. 2.5 OF VOLUME-ID & II: THE MONTHLY RENTAL CHARGES OF CRANE AS MENTIONED IN THE PRESCRIBED RATE SCHEDULE/PRICE SCHEDULE SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. APPLICABLE MONTHLY RENTAL CHARGES OF CRANE FOR EXTENSION PERIOD AS INDICATED IN THIS TENDER SPECIFICATION INCLUDING ANY FURTHER EXTENSION BEYOND EXTENSION PERIOD SPECIFIED IN THIS TENDER) SHALL BE 90% OF MONTHLY RENTAL CHARGES FOR THE CONTRACT PERIOD. NO OTHER REVISION OF THE RATE SHALL BE ADMITTED DURING THESE PERIODS.		

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10	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 2.2.2	THE MOBILIZATION PERIOD OF CRANE SHALL BE 30 (THIRTY) DAYS FROM THE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER- BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR	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.	CL NO 2.2.2 OF VOLUME-ID & II SHALL REMAIN UNCHANGED
11	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.17	NECESSARY INSURANCE COVERAGE FOR THE CRANE 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.	CL NO 5.17 OF VOLUME-ID & II SHALL REMAIN UNCHANGED
12	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, TERMS OF PAYMENT SL. NO. 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 6.1 of Volume-Id & II as under - 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.	CL NO 6.1 OF VOLUME 1D & II SHALL REMAIN UNCHANGED
13	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, LIQUIDATED DAMAGES (LD) SL. NO. 7.0	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 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 CONTRACT PRICE. HERE, LD SHALL BE APPLICABLE FOR THE DELAY ATTRIBUTABLE TO VENDOR. .	A) Kindly delete - BHEL WILL HAVE NO OBLIGATION TO ACCEPT THE CRANE 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. B) LD shall be 0.5% per week maximum 5% on the mobilization cost and not on the contract value.	Common Clarification to Query A) & B): CL NO 7.0 OF VOLUME 1D & II SHALL REMAIN UNCHANGED
14	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 23.1	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.	CL. NO. 23.1 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.

Job: PROVIDING 1 NO. 150MT CLASS AND ABOVE BASIC CAPACITY MID RANGE TYRE MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIX JIB ON HIRING BASIS, HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 8 MT (MIN) BELOW HOOK AT AROUND 35M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 31M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF LOAD OF 3 MT (MIN) BELOW HOOK AT AROUND 50M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 33M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 2 MT (MIN) BELOW HOOK AT AROUND 58M RADIUS (MIN) & CLEAR HEIGHT BELOW HOOK OF 44M ABOVE GROUND AT BHEL-PSER NTPC KAHALGAON (4x210 MW, STG-I, UNITS-1,2,3 & 4) ESP R&M PROJECT SITE, BIHAR.

Tender No.: PSER:SCT:KGN-F2299:24

Clarification to Bidder's query(ies)

ANNEXURE-A1 TO TCN-02

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
15	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.7.1	OPERATION, MAINTENANCE, FUEL (ENGINE ON CONDITION) AND ALL CONSUMABLES REQUIRED FOR REGULAR DAILY RUNNING OF THE CRANE 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 CRANE AT SITE. IN CASE THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED FUELS, CONSUMABLE, FILTERS, ETC IN TIME, BHEL RESERVES THE RIGHT TO SUPPLY THE SAME AND DEDUCT THE COST FROM CONTRACTOR'S BILL WITH 30% OVERHEAD.	This may be one of the case hence we request you to reduce the overhead cost to 10%.	CL. NO. 5.7.1 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.
16	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.11	IF THE 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 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.	We accept only the deduction no extra work will be done to be within the frame work of labour law.	CL. NO. 5.11 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.
17	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.12	LIQUIDATED DAMAGE SHALL BE APPLICABLE FOR DELAY ATTRIBUTABLE TO CONTRACTOR IN CRANE MOBILIZATION AT SITE.	0.5% per week maximum 5% on the mobilization cost and not on the contract value.	CL. NO. 7.0 & 5.12 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.
18	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.13	HOLIDAYS SHALL BE AS OBSERVED BY BHEL AT SITE AND SUNDAYS SHALL BE CONSIDERED AS HOLIDAYS. HOWEVER, IN EXIGENCY, THE CRANE MAY BE REQUIRED TO BE OPERATED ON SUNDAYS AND SUCH HOLIDAYS.	Request you to allow to do preventive maintenance of cranes on sundays & holidays.	CL. NO. 5.13 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.
19	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 5.15	HOURLY RATE FOR WORKING BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAYS AND HOLIDAYS = 25 % OF MONTHLY RENTAL CHARGES AS PER PRICE SCHEDULE DIVIDED BY 26 AND FURTHER DIVIDED BY 14 (i.e. MONTHLY RENTAL CHARGES/ (26 X 14)).	25% pro-rata hourly charges for overtime is not sustainable to pay our crew as per labour law norms. Requested to reconsider upto 75-80% pro-rata for overtime as Industry norms.	CL. NO. 5.15 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.
20	VOLUME-ID & II: SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, SL. NO. 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.	You are requested to have your own EAR & CAR Insurance policy. All the claims to be settled through this policy.	CL. NO. 5.19 OF VOLUME-ID & II SHALL REMAIN UNCHANGED.