



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:SDG-F2254:TCN-02

Date : 07-10-2023

Sub	Tender Change Notice (TCN) - 02.	
Job	PROVIDING MID-RANGE HEAVY LIFT CRAWLER CRANE HAVING LATTICE MAIN BOOM OF 82M (MINIMUM) AND LUFFING JIB OF 60M (MINIMUM) AND COMBINATION OF MAIN BOOM & JIB OF 112M ALONG WITH SUPERLIFT ATTACHMENT HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 51MT (MIN) BELOW HOOK AT AROUND 28M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 60M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 106 MT (MIN) BELOW HOOK AT AROUND 18M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M ABOVE GROUND WITH OR WITHOUT SUPER-LIFT ATTACHMENT ON HIRING BASIS FOR BHEL-PSER 1X660 MW SAGARDIGHI THERMAL POWER PLANT PROJECT, MURSHIDABAD DISTRICT, WEST BENGAL.	
Ref	1.0	Tender no. PSER:SCT:SDG-F2254:23
	2.0	BHEL's NIT, vide reference no. PSER:SCT:SDG-F2254:10131 Date: 27-09-2023.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:SDG-F2254:TCN-01 Date: 29-09-2023.
	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 09-10-2023 to **11-10-2023 (13-00 hrs. IST)**.
2. Clarification to Bidder's queries are attached/enclosed as **Annexure-A**. 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.

Engineer / 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 MID-RANGE HEAVY LIFT CRAWLER CRANE HAVING LATTICE MAIN BOOM OF 82M (MINIMUM) AND LUFFING JIB OF 60M (MINIMUM) AND COMBINATION OF MAIN BOOM & JIB OF 112M ALONG WITH SUPERLIFT ATTACHMENT HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 51MT (MIN) BELOW HOOK AT AROUND 28M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 60M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 106 MT (MIN) BELOW HOOK AT AROUND 18M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M ABOVE GROUND WITH OR WITHOUT SUPER-LIFT ATTACHMENT ON HIRING BASIS FOR BHEL-PSER 1X660 MW SAGARDIGHI THERMAL POWER PLANT PROJECT, MURSHIDABAD DISTRICT, WEST BENGAL.	
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	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:SDG-F2254:TCN-01 Date: 29-09-2023.
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT:SDG-F2254:TCN-02 Date: 07-10-2023.
	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 MID-RANGE HEAVY LIFT CRAWLER CRANE HAVING LATTICE MAIN BOOM OF 82M (MINIMUM) AND LUFFING JIB OF 60M (MINIMUM) AND COMBINATION OF MAIN BOOM & JIB OF 112M ALONG WITH SUPERLIFT ATTACHMENT HAVING CRITICAL LOAD LIFTING REQUIREMENT OF 51MT (MIN) BELOW HOOK AT AROUND 28M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 60M ABOVE GROUND AND ALSO CRITICAL LOAD LIFTING CAPACITY OF 106 MT (MIN) BELOW HOOK AT AROUND 18M RADIUS (MIN) WITH MAIN BOOM AND LUFFING JIB COMBINATION TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 86M ABOVE GROUND WITH OR WITHOUT SUPER-LIFT ATTACHMENT ON HIRING BASIS FOR BHEL-PSER 1X660 MW SAGARDIGHI THERMAL POWER PLANT PROJECT, MURSHIDABAD DISTRICT, WEST BENGAL.				
Tender No.: PSER:SCT:SDG-F2254:23				
ANNEXURE-A TO TCN-02				
Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Cl. No. 1.13 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification & Vol.-III: Price Schedule	Cl. No. 1.13 of Vol. ID & II: Special Conditions of Contract (Service) and Technical Specification: THE ABOVE CRANE MAY BE UTILIZED IN DIFFERENT AREA OF WORK WITHIN SITE/ PLANT PREMISES FOR WHICH THE CRANE HAVE TO BE DISMANTLED, LOADED ON VEHICLES FOR TRANSPORTATION, TRANSPORTED TO THE NEW LOCATION INSIDE THE SITE PREMISES WITHIN RANGE OF 7 KMS DISTANCE, UNLOADED, SUCCESSFULLY LOAD TESTED & THIRD PARTY INSPECTION (TPI). THESE ACTIVITIES STARTING FROM DISMANTLING OF CRANE TO LOAD TEST AND TPI OF CRANE TO THE NEW LOCATION INSIDE THE SITE PREMISES TO BE COMPLETED WITHIN 15 DAYS FROM THE DATE OF INTIMATION BY CONSTRUCTION MANAGER- BHEL SAGARDIGHI SITE.	As per activity given in cl. no. 1.13 of Vol-ID & II and as per Vol-III Price Schedule, can we claim Monthly hiring charge (in line with sl. no. 1.0 of Sch-2 of Vol-III: Price Schedule) for these 15 days while performing activity mentioned in cl. no. 1.13 of Vol-ID & II in addition to the price/charges indicated in sl. no. 4.0 of Sch-2 of Vol-III: Price Schedule?	No Hiring charges of crane shall be paid for the period/duration of performing the mentioned activity.
2	Cl. No. 5.5 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification	FOR UNLOADING, ASSEMBLY, DISASSEMBLY OF THE CRANE, CONTRACTOR SHALL ARRANGE THE REQUISITE CRANE INCLUDING SLINGS ETC. AT CONTRACTOR'S COST. FOR REARRANGEMENT OF BOOM AND JIB AS PER JOB REQUIREMENT DURING THE HIRING PERIOD, THE REQUISITE CRANE SHALL BE ARRANGED BY THE CONTRACTOR AT THEIR OWN COST. NO CLAIM IN THIS REGARD WILL BE ENTERTAINED BY BHEL. 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.	Kindly confirm the number of time rearrangement of boom and jib will be going to take place during the hiring period of 9 months and extension excluding the activity mentioned in cl. no. 1.13 of Vol-ID & II.	Shall be intimated during execution as per actual requirement at site.
3	Specific Terms Cl. No. 5.22 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification	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.	Kindly confirm whether BOCW is applicable for the tender or not? If yes, whether to include the same in price part or not?	BOCW Cess, if applicable, shall be payable extra through reimbursement mode. Hence, the bidder shall not include the BOCW Cess in their quoted price. Please refer cl. no. 10.0 of Annexure –D-Specific Clause w.r.t. BOCW Act & Cess Act of NIT and Taxes & Duties Cl. No. 19.1 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification.
	Specific Terms Cl. No. 5.29 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification	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.		
	Taxes & Duties Cl. No. 19.1 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification	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.		
	Taxes & Duties Cl. No. 19.2 of Vol. ID & II : Special Conditions of Contract (Service) and Technical Specification	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.		
	Annexure-D of NIT: Specific Clause w.r.t. BOCW Act & Cess Act	1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. 10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted. 13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.		