



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 01**

Ref: PSER:SCT:MIS-Q2374:TCN-01

Date: 06-06-2025

Sub	<b>Tender Change Notice (TCN) - 01.</b>	
Job	Rate contract for providing field quality assurance services at different BHEL-PSER sites across India.	
Ref	1.0	Tender no. PSER:SCT:MIS-Q2374:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2374:11019 Date: 30-05-2025.
	3.0	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 06-06-2025 to **10-06-2025 (13-00 hrs. IST)**.
2. Clarification to Bidder's query(ies) are attached/enclosed as Annexure-A to TCN-01. 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.

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	Rate contract for providing field quality assurance services at different BHEL-PSER sites across India.	
Ref	1.0	Tender no. PSER:SCT:MIS-Q2374:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2374:11019 Date: 30-05-2025.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:MIS-Q2374:TCN-01 Date: 06-06-2025.
	4.0	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).

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)

**Annexure-A to TCN- 01**

Sl. No.	Section No./ Clause No.	Original Clause	Clarifications Sought/Suggestions	BHEL's Clarification/Reply
1	Clause No. 3.02.05. Page No. 88 of 250 of (BHEL GCC Tender Doc)	<b>SCOPE FOR FQA SERVICES</b> Inspection of welding, witnessing NDT / Hardness survey of welding or material, including pre-verification of condition & calibration of equipment by the FQA (Mech NDT) verifying test data and duly preparation of report as per BHEL format.	We request you to kindly clarify the SOW, as it is related to civil works, but still reflecting Mech NDT in tender documents.  Please Clarify.	Shall be as per tender. Payment shall be made as per the Price Schedule (Vol-III)
2	Clause No. 2.12 Page No. 43 of 250 of (BHEL GCC Tender Doc)	<b><u>FORCE MAJEURE:</u></b>  The following shall amount to force majeure:  Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.  If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation	We request you to add the following events in the Force Majeure definition i.e. "Pandemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation." ..... We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.  Please Consider  ..... We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract.  Please Consider	Shall be as per tender
3	Clause No. 2.10 & 3.04. Page No. 42 & 89 of 250 of (BHEL GCC Tender Doc)	<b><u>Insurance</u></b> BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning. It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulation of the client/BHEL in the area of project which are in force from time to time will have to be followed by the contractor. If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor. <b>INSURANCE REQUIREMENTS:</b> The successful bidder shall take Group Insurance Policies and/or Workmen's Compensation (WC) Policies as stipulated under the General Conditions of Contract (GCC), Volume-I of the tender document and/or as per statutory requirement. In addition, the bidder shall arrange suitable Medical Insurance coverage for all Field Quality Assurance (FQA) personnel deployed under this contract to ensure comprehensive protection during the contract period.	We understand the actual requirement of Insurance is same as per clause no. 3.04. ie. Workmen's Compensation (WC) Policies, Medical Insurance.  Kindly Confirm.	Shall be as per tender. Please consider Order of Precedence in this case.

4	General	<p><u>Limitation of Liability</u></p> <p>Not Given</p>	<p>We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract.</p> <p>Please Confirm.</p>	<p><b>Addition of the clause in GCC sl.no. 3.9 as below:</b></p> <p><u>Limitation of Liability:</u></p> <p>"Notwithstanding anything to the contrary in this Contract or LOA or 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 Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.</p> <p>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&amp;P etc. due from the contractor."</p>
5	<p>Clause No. 2.14 Page No. 43 of 250 of (BHEL GCC Tender Doc)</p>	<p><u>Arbitration</u> Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English..</p> <p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India.</p> <p>Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court</p>	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 &amp; appointment of "Sole &amp; independent Arbitrator" should be agreed by both the parties mutually for any amount of claim.</p> <p>Please Consider</p>	<p>Shall be as per tender</p>
6	<p>Clause No. 2.2 Page No. 38 of 250 of (BHEL GCC Tender Doc)</p>	<p><u>Jurisdiction</u> The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction, Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.</p>	<p>We request you to allow Courts of Mumbai to have exclusive jurisdiction over the matter. Please Confirm.</p>	<p>Shall be as per tender</p>

7	General	<p><u>Bid submission due date</u></p>	<p>We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. Also duly considering the nature of expertise involved and niche services to be provided for this assignment, we are in the process of preparing a comprehensive proposal. Also, being a company having headquarter in Munich, Germany, our proposal are being reviewed and approved at global level.</p> <p>In consideration of the same, we request you to please grant an extension of 7 days till 13th June 2025 from the due date of submission.</p> <p>Kindly Confirm.</p>	<p>Please refer TCN-01 for DDS Extension</p>
8	<p>Clause No. 21.0 Page No. 101 of 250 of (BHEL SCCS Tender Doc)</p>	<p><u>LIQUIDATED DAMAGES:</u> Since time is the essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. BHEL shall have the right to impose Liquidated Damage/ Penalty at the rate of 0.5% of the site/ project specific ordered value, per week of delay or parthereof subject to a maximum of 10% of the final executed site/ project specific ordered value. In case the successful bidder deploys the manpower after the period specified in the Contract, BHEL will have no obligation to accept the same and reserves the right to deploy such manpower at the risk and cost of the successful bidder, along with BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/ penalties arising out of "Risk &amp; Cost".</p>	<p>We understand as per GGPL Tender Doc, that Liquidated Damages applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances.</p> <p>Kindly Consider.</p>	<p>Shall be as per tender.</p>
9	<p>Clause No. 28.0 Page No. 115 of 250 of (BHEL SCC Tender Doc)</p>	<p><u>TERMINATION</u> BHEL reserves the right to terminate the contract at any time during the period of contract on account of any one or more of the following (by contracted agency): i. Non-fulfilment or non-compliance to any of the contract condition(s), ii. Breach of contract iii. Failure to meet performance expectations, iv. Submission of false and/or forged document(s) / evidence(s) v. Adverse feedback regarding quality of services rendered vi. indulgence in unethical practice(s) or questionable integrity vii. Insolvency viii. Not meeting the required dead-lines / due dates/ completion date, for the actions proposed and/ or discussed during review meeting(s) with BHEL.</p> <p>BHEL reserves the right to discontinue the deployment of FQA personnel with a 15-day notice, in case the performance of the deployed person is found to be unsatisfactory. No further payment shall be made against deployment of unacceptable FQA personnel. Replacement of such persons will have to be arranged by the successful bidder within the 15 days' notice period.</p>	<p>a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason.</p> <p>b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor</p> <p>c) We understand that client shall pay the outstanding fee prior to the termination, also we request you to please give the clarification on the payment after the termination of the contract.</p> <p>Please consider</p>	<p>Shall be as per tender</p>
10	<p>Clause No. 13 &amp; 2.8.14 Page No. 40 of 250 of (BHEL GCC Tender Doc)</p>	<p><u>INDEMNITY</u> 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. The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract.</p>	<p>We understand that the limit of indemnification by a Third party inspection agency/Contractor will be limited to the contract fees in any circumstances.</p> <p>Kindly Confirm.</p>	<p>Shall be as per tender</p>

11	<p><b>Clause No.15.0</b>  <b>Page No. 97 of 250 of</b>  <b>(BHEL SCC Tender Doc)</b></p>	<p><b><u>Payment</u></b>  Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder:</p> <p>For all items of work as per vol.-III, rate/ price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing / winding up of the site and on certification of the BHEL site in-charge. The successful bidder's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. Payments will be made as per rates accepted.</p> <p>The payment shall be made in Indian rupees within 45 days from the receipt of complete and correct invoice.</p> <p>All payments to be made to the successful bidder, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement).....</p>	<p>We request you to consider that the payment shall be made in Indian rupees within 30 days from the receipt of complete and correct invoice</p> <p>Kindly consider.</p>	<p>Shall be as per tender</p>
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