



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 01**

Ref: PSER:SCT:KDM-F2395:TCN-01

Date: 11-11-2025

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Sub | <b>Tender Change Notice (TCN) - 01.</b>                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |
| Job | Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom & luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand. |                                                                          |
| Ref | 1.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | Tender no. PSER:SCT:KDM-F2395:25                                         |
|     | 2.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | BHEL's NIT, vide reference no. PSER:SCT:KDM-F2395:11223 Date: 04-11-2025 |
|     | 3.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | All other pertinent issues till date.                                    |

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. The clarifications to bidder's queries are attached as Annexure-A1 to this TCN.
2. Due date of submission of offer is extended from 11-11-2025 to **17-11-2025 (13-00 hrs. IST)**.
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 | Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom & luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand. |                                                                               |
| Ref | 1.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | Tender no. PSER:SCT:KDM-F2395:25                                              |
|     | 2.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | BHEL's NIT, vide reference no. PSER:SCT:KDM-F2395:11223 Date: 04-11-2025      |
|     | 3.0                                                                                                                                                                                                                                                                                                                                                                                                                                         | BHEL's TCN-01, vide reference no. PSER:SCT:KDM-F2395:TCN-01 Date: 11-11-2025. |
|     | 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) 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

| <b>Job: Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom &amp; luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand.</b> |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                                                                                            |
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| Tender No.: PSER:SCT:KDM-F2395:25                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                                                                                            |
| Revision of Tender Clause(s)                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                                                                                            |
| ANNEXURE-A1 TO TCN-01                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                                                                                            |
| Sl. No                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reference Clause of Tender Document                                                     | Existing Provision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Bidder's query                                                                                                                          | BHEL's Clarification                                                                                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 5.17 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION | 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.                                                                                                                                                                                  | Bidder is responsible to take insurance for their own equipment and manpower only. Rest all to be covered under BHEL CAR/EAR Insurance. | BHEL's Insurance policy will cover BHEL's plant materials only. Bidder has to arrange insurance for this T&P and manpower. |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 5.17 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION | 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.                                                                                                                                                                                  | Please specify the Maximum value to be considered to cover third party liability.                                                       | As per tender conditions                                                                                                   |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 2.18.3 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                           | If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Please specify the Maximum value to be considered to cover third party liability.                                                       | Shall be as per Tender                                                                                                     |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 2.24.1 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                           | Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.                          | Not Applicable for Service Contracts. Please confirm.                                                                                   | Shall be as per Tender                                                                                                     |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 2.27 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                             | 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. 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. | Bidder's maximum limitation of liability is max 10% total contract price                                                                | Shall be as per Tender                                                                                                     |

| <b>Job: Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom &amp; luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand.</b> |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |
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| Tender No.: PSER:SCT:KDM-F2395:25                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |
| Revision of Tender Clause(s)                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |
| ANNEXURE-A1 TO TCN-01                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |
| Sl. No                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reference Clause of Tender Document                                                      | Existing Provision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Bidder's query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BHEL's Clarification                                                                                                       |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NOTICE INVITING TENDER / PSER:SCT:KDM-F2395:11223/Page 1 of 27                           | <u>Issue of Tender Documents :</u><br>Start : 04.11.2025, Time :17:30 Hrs<br>Closes: 11.11.2025, Time : 01:00PM IST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | We have downloaded the tender documents and currently reviewing the tender requirements.<br><br>For the purpose of submitting most competitive offer to you, we request you to kindly extend the bid submission date by atleast one week.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Please refer TCN-01 dtd. 11-11-2025                                                                                        |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 1.4 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION   | <u>BROAD SCOPE OF WORK :</u><br><br>Model/Age of Crane –<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 CRANE SHOULD NOT BE MORE THAN TEN (20) YEARS AS ON LAST DATE OF SUBMISSION OF TENDER" | As per tender conditions                                                                                                   |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 2.2.5 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION | CONTRACT PERIOD OF THE CRANE SHALL BE FOR 18 (EIGHTEEN) MONTHS FOR BHEL PSER KODERMA SITE 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, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR ONE (1) MONTH BEFORE EXPIRY OF CONTRACT PERIOD AND THEN THIS CONTRACT WILL BE EXTENDED ON MUTUALLY AGREED TERMS AND CONDITIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | As per tender conditions                                                                                                   |
| 9                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CLAUSE NO. 5.27 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION  | BIDDER MAY PLEASE NOTE DURING MOBILIZATION OF CRANE FOR MOVEMENT OF HEAVY CONSIGNMENTS WEIGHING MORE THAN 20MT & WIDTH MORE THAN 10.5 FT., ADVANCE ROAD SURVEY AND LOGISTIC PLANNING SHALL BE DONE BY BIDDER OR BIDDER'S TRANSPORTER.                                                                                                                                                                                                                                                                                                                                                                                            | Kindly add the following clause –<br><br>"Notwithstanding anything herein, the Contractor shall not be liable under any circumstances for any sub-soil or hydrological conditions"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | As per tender conditions                                                                                                   |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CLAUSE NO. 5.17 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION  | 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[1]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><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"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BHEL's Insurance policy will cover BHEL's plant materials only. Bidder has to arrange insurance for this T&P and manpower. |

| <b>Job: Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom &amp; luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand.</b> |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
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| Tender No.: PSER:SCT:KDM-F2395:25                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| Revision of Tender Clause(s)                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| ANNEXURE-A1 TO TCN-01                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| Sl. No                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reference Clause of Tender Document                                                    | Existing Provision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Bidder's query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | BHEL's Clarification     |
| 11                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CLAUSE NO. 7.0 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION | <u>LIQUIDATED DAMAGES</u><br>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 OF PARTICULAR CRANE 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. | Kindly add the following clause –<br><br>"Notwithstanding anything herein, the aforesaid liquidated damages/fines shall be applicable / levied only in case of the delays occurring due to such reasons which are solely attributable to the negligence of the Contractor. Further levy of such liquidated damages/fines shall form the sole financial remedy against the Contractor in an event of said delays and/or non-performance"                                                                                                                                             | As per tender conditions |
| 12                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CLAUSE NO. 2.24.1 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                          | Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the Security Deposit.                                            | Kindly add the following clause –<br><br>"Notwithstanding anything herein, there shall be no warranty/guarantee period"                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shall be as per Tender   |
| 13                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CLAUSE NO. 2.27 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                            | 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>"At all times when the equipment of the Contractor is at the site or performing this contract, same shall be considered as under control, care or custody of the BHEL, BHEL shall protect, defend and indemnify the Contractor against any liabilities, claims, demands, losses, costs or expenses arising out of connection with any injury or death of any person and/or damage to any property of the Contractor and or the BHEL, third parties unless the same is caused by the gross negligence and/or willful default of the Contractor" | Shall be as per Tender   |
| 14                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CLAUSE NO. 2.27 OF GENERAL CONDITIONS OF CONTRACT (SERVICE)                            | 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><br>"Contractor shall have right to suspend its performance under this contract and to immediately de-mobilize its equipment's, solely at risk and cost of the 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   |

**Job: Providing 1 no. 350 MT or above capacity MRHL (Mid Range Heavy Lift) hydraulic crawler crane having lattice boom & luffing jib with critical load lifting capacity of 60 MT (minimum) below hook at around 28 M (minimum) radius with main boom and luffing jib combination to obtain clear height below hook of 86 M (minimum) above ground level on monthly rental basis at BHEL-PSER, 2x800 MW Koderma Phase-II project site, Jharkhand.**

**Tender No.: PSER:SCT:KDM-F2395:25**

**Revision of Tender Clause(s)**

**ANNEXURE-A1 TO TCN-01**

| <b>Sl. No</b> | <b>Reference Clause of Tender Document</b>                  | <b>Existing Provision</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Bidder's query</b>                                                                                                                                                                                                                                                                                                                | <b>BHEL's Clarification</b> |
|---------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 15            | CLAUSE NO. 2.27 OF GENERAL CONDITIONS OF CONTRACT (SERVICE) | 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><br>“Notwithstanding anything herein, the maximum liability of the Contractor shall not exceed 50% of the total contract price. Further, the Contractor shall not be liable for any special or indirect or consequential losses or damages, loss of profit, loss of revenue, loss of work etc.” | Shall be as per Tender      |