



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 04

Ref: PSER:SCT:MIS-Q2359:TCN-04

Date: 21-03-2025

Sub	Tender Change Notice (TCN) - 04.	
Job	Rate contract for providing services of field quality assurance engineer at different BHEL-PSER sites all over India.	
Ref	1.0	Tender no. PSER:SCT:MIS-Q2359:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2359:10902 Date: 01-03-2025.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT: MIS-Q2359:TCN-01 Date: 11-03-2025.
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT: MIS-Q2359:TCN-02 Date: 17-03-2025.
	5.0	BHEL's TCN-03, vide reference no. PSER:SCT: MIS-Q2359:TCN-03 Date: 20-03-2025.
	6.0	Other References, if any.

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

1. Clarification to Bidder's query(ies) are attached/enclosed as Annexure-A to TCN-04. Bidder to submit their offer accordingly.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

Manager / SCT

Encl.: As Above

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Rate contract for providing services of field quality assurance engineer at different BHEL-PSER sites all over India.	
Ref	1.0	Tender no. PSER:SCT:MIS-Q2359:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:MIS-Q2359:10902 Date: 01-03-2025.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT: MIS-Q2359:TCN-01 Date: 11-03-2025.
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT: MIS-Q2359:TCN-02 Date: 17-03-2025.
	5.0	BHEL's TCN-03, vide reference no. PSER:SCT: MIS-Q2359:TCN-03 Date: 20-03-2025.
	6.0	BHEL's TCN-04, vide reference no. PSER:SCT: MIS-Q2359:TCN-04 Date: 21-03-2025.
	7.0	All other pertinent issues till date.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000

Annexure-A to TCN-04

Sl. No.	Section No./ Clause No.	Original Clause	Clarifications Sought/Suggestions	BHEL's Clarification/Reply
1	Caluse 22.05 of Tender Documents	The successful bidder shall nominate one senior level person as Project Manager for all contract management for the all sites.	We understand that bidder shall nominate only one project manager for all project and shall deployed at bidder office. Please confirm.	The bidder's understanding is correct
2	Caluse 15.0 of Tender Document	<u>TERMS OF PAYMENT</u> 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,	As per Scope of work & SOR we have to provide engineers on man-month basis and for various project and not on LUMP SUM basis for any single project. Therefore, the retention of 5% of Invoice value should not be applicable for this project. We request you to consider release of 100% of the payment against the monthly invoices. Also, there is provision of 5% security deposit on the contract value as per tender documents. Please consider.	As per tender
3	Caluse 7.03 of Tender Documents	<u>FQA ENGINEER FOR MECH NDT:</u> Personnel must have completed relevant training as per IS13805 or ISO 9712 or ASNT certification programs and must demonstrate expertise in NDT procedures for.....	Can you please provide if any specific training is required and certificate to be obtained against this clause. As per regular norms ASNT/ISNT NDT Level-II certification is provided after through training and same should be sufficient as per our understanding.	As per tender. The subject clause should be read in its entirety for a better understanding.
4	Caluse 13.0 of Tender Documents	<u>PRICE VARIATION COMPENSATION (PVC)</u>	As bidders scope is deployment of technical engineers/ staff for field quality assurance. Therefore, we understand that clause is not applicable to as part of this contract. Please confirm.	As per tender
5	Annexure -B Terms & Conditions of Reverse Auction	<u>REVERSE AUCTION</u>	We understand that reverse auction is applicable for this tender. Please Confirm.	Shall be as per tender
6	Annexure -B Terms & Conditions of Reverse Auction	For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.	We understand that MSME purchase preference is not applicable for said tender. Please confirm.	Shall be as per tender

7	Caluse 3.0 of Tender Docuemnts	<p><u>TECHNICAL CRITERIA</u></p> <p>THE BIDDER SHALL HAVE EXPERIENCE, AS DETAILED BELOW, OF PROVIDING SIMILAR SERVICES OF FIELD QUALITY ASSURANCE (FQA) IN ANY COMPLETED/ UNDER CONSTRUCTION POWER PLANTS/ PETRO-CHEMICAL PLANT/ INDUSTRIAL/ INFRASTRUCTURAL PROJECT SITES IN INDIA DURING LAST SEVEN YEARS ENDING ON LATEST DUE DATE OF BID SUBMISSION.</p> <p>A. AT LEAST 131 MAN-MONTHS IN ONE (1) COMPLETED/RUNNING CONTRACT IN TWELVE CONSECUTIVE MONTHS, 'OR'</p> <p>B. AT LEAST 87 MAN-MONTHS IN EACH OF THE TWO (2) COMPLETED/RUNNING CONTRACTS IN TWELVE CONSECUTIVE MONTHS, 'OR'</p> <p>C. AT LEAST 65 MAN-MONTHS IN EACH OF THE THREE (3) COMPLETED/RUNNING CONTRACTS IN TWELVE CONSECUTIVE MONTHS.</p>	<p>Many of our client is issuing the workorder on Mandays basis not on man month so, we understand that the same work orders having equivalent mandays shall be acceptable.</p> <p>Please confirm.</p>	26 Mandays is equivalent to one(01) Man-month
8	General	<p><u>Forms & Format</u></p>	<p>We understand that we have to submit the forms and declarations as specified in the NIT and SCC, but not in the GCC.</p> <p>Please Confirm</p>	Shall be as per tender
9	Clause 2.12 of General Conditions of Contract	<p><u>FORCE MAJEURE:</u></p> <p>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.....</p>	<p>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.</p> <p>Please Consider</p> <p>We request you to kindly allow us to provide a written notice within 30 (Thirty) days of occurrence of such force majeure.</p> <p>Please Consider</p> <p>We request you to kindly include notice period of 45 days in case of termination due to force majeure if applicable for this contract.</p> <p>Please Consider</p>	Shall be as per tender
10	General	<p><u>Limitation of Liability</u></p>	<p>We request you to kindly consider the Limitation of Liability shall be limited to the total contract fees under any circumstances for this contract.</p> <p>Please Consider</p>	Shall be as per tender
11	Clause 2.14.1 of General Conditions of Contract	<p><u>Arbitration</u></p> <p>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.....</p>	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of "Sole & independent Arbitrator" should be agreed by both the parties mutually for any amount of claim.</p> <p>Please Consider</p>	Shall be as per tender

12	Clause 2.2 of General Conditions of Contract	<p><u>Jurisdiction</u></p> <p>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.</p> <p>Please Consider</p>	Shall be as per tender
13	Clause 21.0 of SPECIAL CONDITIONS OF CONTRACT	<p><u>LIQUIDATED DAMAGES:</u></p> <p>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 part thereof subject to a maximum of 10% of the final executed site/ project specific ordered value.</p>	<p>We understand that Compensation for Delay (Liquidated Damages) applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances.</p> <p>Please advice.</p>	shall be as per tender
14	Caluse 28.0 of Tender Documents	<p><u>TERMINATION OF CONTRACT:</u></p> <p>iii. Failure to meet performance expectations,</p>	<p>We request you to please clarify the which specific performance expectations required from the bidder.</p> <p>Please clarify.</p>	shall be as per tender
15	Caluse 28.0 of Tender Documents	<p><u>TERMINATION OF CONTRACT:</u></p> <p>v. Adverse feedback regarding quality of services rendered,</p>	<p>We understand that the feedback shall be based out of only manpower/ Engineers not related to project/ contractor quality.</p> <p>Please confirm.</p>	shall be as per tender
16	Clause 28.0 of Tender Documents	<p><u>TERMINATION</u></p> <p>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):</p> <p>i. Non-fulfilment or non-compliance to any of the contract condition(s),</p> <p>ii. Breach of contract,</p> <p>iii. Failure to meet performance expectations,</p> <p>iv. Submission of false and/or forged document(s) / evidence(s)</p> <p>v. Adverse feedback regarding quality of services rendered,</p> <p>vi. indulgence in unethical practice(s) or questionable integrity</p> <p>vii. Insolvency.....</p>	<p>a) We request you to consider prior written notice of 30 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 30 days prior notice in writing to the contractor.</p> <p>Please consider</p>	shall be as per tender

17	General	<p><u>INDEMNITY</u></p> <p>The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 and all actions/ proceedings, claims, demands, costs</p>	<p>We understand that the limit of indemnification by a Third party inspection agency/Contractor will be limited to the contract fees.</p> <p>Kindly advice.</p>	shall be as per tender
18	General	<p><u>Bid Submission Due date</u></p> <p>11-03-2025, Time: 13-00 Hrs. IST</p>	<p>Duly considering the nature of expertise involved 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 the submission deadline to March 24, 2025.</p>	Please refer Previous TCNs