



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:KGN-F2357:TCN-01

Date : 07-02-2025

Sub	Tender Change Notice (TCN) - 01.	
Job	PROVIDING 1 NO. 250 MT OR ABOVE CAPACITY TYRE MOUNTED CRANE HAVING TELESCOPIC BOOM WITH CRITICAL LOAD LIFTING CAPACITY OF 17 MT (MINIMUM) BELOW HOOK AT AROUND 25 M (MINIMUM) RADIUS WITH TELESCOPIC MAIN BOOM TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 45 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER, 4X210 MW + 3X500 MW FGD KAHALGAON SITE, BIHAR.	
Ref	1.0	Tender no. PSER:SCT:KGN-F2357:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:KGN-F2357:10866 Date: 31-01-2025.
	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. Clarification to Bidder's query(ies) are attached/enclosed as **Annexure-A1 to TCN-01**. 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) 2321 1960 फोन/Phone : बोर्ड/EPABX : (033) 23398000

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

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

Sub	No Deviation Certificate.	
Job	PROVIDING 1 NO. 250 MT OR ABOVE CAPACITY TYRE MOUNTED CRANE HAVING TELESCOPIC BOOM WITH CRITICAL LOAD LIFTING CAPACITY OF 17 MT (MINIMUM) BELOW HOOK AT AROUND 25 M (MINIMUM) RADIUS WITH TELESCOPIC MAIN BOOM TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 45 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSE, 4X210 MW + 3X500 MW FGD KAHALGAON SITE, BIHAR.	
Ref	1.0	Tender no. PSER:SCT:KGN-F2357:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:KGN-F2357:10866 Date: 31-01-2025.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:KGN-F2357:TCN-01 Date: 07-02-2025.
	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)

Job: PROVIDING 1 NO. 250 MT OR ABOVE CAPACITY TYRE MOUNTED CRANE HAVING TELESCOPIC BOOM WITH CRITICAL LOAD LIFTING CAPACITY OF 17 MT (MINIMUM) BELOW HOOK AT AROUND 25 M (MINIMUM) RADIUS WITH TELESCOPIC MAIN BOOM TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 45 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER, 4X210 MW + 3X500 MW FGD KAHALGAON SITE, BIHAR.				
Tender No.: PSER:SCT:KGN-F2357:25				
Clarification to Bidder's query(ies)				
ANNEXURE-A1 TO TCN-01				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	CLAUSE NO. 1.5 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION , VOLUME- ID & II	AGE OF THE CRANE: THE AGE OF THE CRANE SHOULD NOT BE MORE THAN 12 (TWELVE) YEARS AS ON LATEST DUE DATE OF OFFER SUBMISSION. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER. IN CASE THE DATE & MONTH OF CRANE MANUFACTURING IS NOT AVAILABLE, THEN 31ST DECEMBER OF THE MANUFACTURING YEAR OF THE CRANE SHALL BE CONSIDERED AS THE MANUFACTURING DATE. IN CASE THE MONTH IS WRITTEN WITHOUT A DATE, THEN LAST DAY OF THE RESPECTIVE MONTH SHALL BE CONSIDERED AS THE MANUFACTURING DATE.	THE AGE OF THE CRANE SHOULD NOT BE MORE THAN 20 (TWENTY) YEARS AS ON LATEST DUE DATE OF OFFER SUBMISSION.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
2	CLAUSE NO. 2.1.5 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION , VOLUME- ID & II	CONTRACT PERIOD OF THE CRANE SHALL BE FOR 12 (TWELVE) MONTHS 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 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD.  IN CASE OF EXIGENCY / SITE REQUIREMENT, THE CONTRACT PERIOD MAY FURTHER BE EXTENDED BEYOND EXTENSION PERIOD SPECIFIED ABOVE ON SAME TERMS & CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT AND THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF EXTENDED CONTRACT PERIOD.  MONTHLY RENTAL CHARGES OF CRANE FOR EXTENSION PERIOD (I.E. BEYOND ORIGINAL CONTRACT PERIOD OF 12 MONTHS) AS INDICATED ABOVE INCLUDING ANY FURTHER EXTENSION (I.E. BEYOND EXTENSION PERIOD SPECIFIED ABOVE) SHALL BE 90% OF MONTHLY RENTAL CHARGES FOR THE ORIGINAL CONTRACT PERIOD. NO OTHER REVISION OF THE RATE SHALL BE ADMITTED DURING THESE PERIODS.	IN CASE OF EXTENSION BEYOND CONTRACT PERIOD of 12 MONTHS, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD AND THEN THIS CONTRACT WILL BE EXTENDED ON MUTUALLY AGREED TERMS AND CONDITIONS.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
3	CLAUSE NO. 5.22 OF SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION , VOLUME- ID & II	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.	KINDLY ADD THE FOLLOWING CLAUSE - NOTWITHSTANDING ANYTHING CONTAINED HEREIN, BHEL WILL AFFECT 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.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.

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ANNEXURE-A1 TO TCN-01				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
4	CLAUSE NO. 2.7.2.3 OF GENERAL CONDITIONS OF CONTRACT (SERVICE) , VOLUME-IB	<p>2.7.2.3 Remedies in case of Breach of Contract is established</p> <p>In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below:</p> <p>a) In case the value of Security Deposit, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor, Retention amount, BGs, etc. against the same contract etc.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p> <p>Note:</p> <p>1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.</p> <p>2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work.</p>	<p>Kindly add the following clause -</p> <p>In case, BHEL exercise its right to levy liquidated damages as aforesaid then such liquidated damages shall form the sole financial remedy for the BHEL against the Contractor.</p>	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
5	CLAUSE NO. 1.2.5 OF GENERAL CONDITIONS OF CONTRACT (SERVICE) , VOLUME-IB	<p>Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.</p> <p>The tenderer may get aware about weather conditions, contingencies &amp; other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.</p>	Kindly note that Supplier shall no liability towards any sub-soil and/or hydrological conditions.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.

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Tender No.: PSER:SCT:KGN-F2357:25				
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6	CLAUSE NO. 2.8 OF GENERAL CONDITIONS OF CONTRACT (SERVICE) , VOLUME-IB	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:	Kindly add the following clause - Notwithstanding anything herein, at all times when equipment and/or operator of the Contractor is at site and/or performing service(s) as per this agreement the same shall be considered to be under the operation, control, care, and custody of BHEL, BHEL shall protect, defend and indemnify in full and hold harmless the Contractor and subcontractors and its and their officers, directors, employees, servants, agents or representatives in full against any liabilities, claims, demands, debts, causes of action, suits, damages, losses, costs and expenses arising out of or in connection with any injury to or death of any person including third party Personnel; and/or damage to or loss of any property, howsoever caused.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
7	CLAUSE NO. 2.27 OF GENERAL CONDITIONS OF CONTRACT (SERVICE) , VOLUME-IB	LIMITATION ON LIABILITY: 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.	1) Kindly add the following clause - Supplier shall have right to suspend the lease under this agreement and to immediately de-mobilize its equipment's, solely at risk and cost of BHEL and without any liability in an event of being non-paid even after its due for 7 or more days.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
			2) Kindly amend the clause - 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.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.