



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 03**

Ref: PSER:SCT:BOK-F2370:TCN-03

Date : 27-05-2025

Sub	Tender Change Notice (TCN) - 03.	
Job	PROVIDING 1 NO. 250 MT OR ABOVE CAPACITY TYRE MOUNTED CRANE HAVING TELESCOPIC BOOM AND FIX JIB ON HIRING BASIS, AT BHEL-PSER SINTER PLANT-1, SAIL BOKARO STEEL PLANT, BOKARO STEEL CITY, JHARKHAND.	
Ref	1.0	Tender no. PSER:SCT:BOK-F2370:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:BOK-F2370:10999 Date: 08-05-2025.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:BOK-F2370:TCN-01 Date: 19-05-2025.
	4.0	BHEL's TCN-02, vide reference no. PSER:SCT:BOK-F2370:TCN-02 Date: 26-05-2025.
	5.0	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) and Revision / modification of tender clauses are attached as Annexure-A1 to TCN-03. 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.

Engineer / SCT

Encl.: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 2321 1960 फोन/Phone : बोर्ड/EPABX : (033) 23398000

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

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

Sub	No Deviation Certificate.	
Job	PROVIDING 1 NO. 250 MT OR ABOVE CAPACITY TYRE MOUNTED CRANE HAVING TELESCOPIC BOOM AND FIX JIB ON HIRING BASIS, AT BHEL-PSER SINTER PLANT-1, SAIL BOKARO STEEL PLANT, BOKARO STEEL CITY, JHARKHAND.	
Ref	1.0	Tender no. PSER:SCT:BOK-F2370:25
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	4.0	BHEL's TCN-02, vide reference no. PSER:SCT:BOK-F2370:TCN-02 Date: 26-05-2025.
	5.0	BHEL's TCN-03, vide reference no. PSER:SCT:BOK-F2370:TCN-03 Date: 27-05-2025.
	6.0	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 AND FIX JIB ON HIRING BASIS, AT BHEL-PSER SINTER PLANT-1, SAIL BOKARO STEEL PLANT, BOKARO STEEL CITY, JHARKHAND.				
Tender No.: PSER:SCT:BOK-F2370-25				
Clarification to bidder's query(ies) and Revision / modification of tender clauses				
ANNEXURE-A1 TO TCN-03				
Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	CLAUSE NO. 1.4 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	<p>AGE OF THE CRANE:</p> <p>THE AGE OF THE CRANE SHOULD NOT BE MORE THAN 12 (TWELVE) YEARS AS ON LATEST DUE DATE OF OFFER SUBMISSION.</p> <p>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER.</p> <p>IN CASE THE DATE &amp; MONTH OF CRANE MANUFACTURING IS NOT AVAILABLE, THEN 31ST DECEMBER OF THE MANUFACTURING YEAR OF THE CRANE SHALL BE CONSIDERED AS THE MANUFACTURING DATE.</p> <p>IN CASE THE MONTH IS WRITTEN WITHOUT A DATE, THEN LAST DAY OF THE RESPECTIVE MONTH SHALL BE CONSIDERED AS THE MANUFACTURING DATE.</p>	<p>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 &amp; Gas etc.</p> <p>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.</p> <p>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 LATEST DUE DATE OF OFFER SUBMISSION."</p>	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
2	CLAUSE NO. 2.1.2 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	THE MOBILIZATION PERIOD OF THE CRANE SHALL BE 15 (FIFTEEN) DAYS AND THE SAME SHALL BE CALCULATED FROM THE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER- BHEL-PSER SAIL, BOKARO STEEL PLANT (SINTER PLANT-1) ESP R&M PROJECT SITE, JHARKHAND.	Kindly modify the clause as under - THE MOBILIZATION PERIOD OF THE CRANE SHALL BE 30 (THIRTY) DAYS AND THE SAME SHALL BE CALCULATED FROM THE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER BHEL-PSER SAIL, BOKARO STEEL PLANT (SINTER PLANT-1) ESP R&M PROJECT SITE, JHARKHAND	<p>Clause no. 2.1.2 of VOLUME-ID &amp; II is revised/ modified as under:-</p> <p>THE MOBILIZATION PERIOD OF THE CRANE SHALL BE 30 (THIRTY) DAYS AND THE SAME SHALL BE CALCULATED FROM THE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER BHEL-PSER SAIL, BOKARO STEEL PLANT (SINTER PLANT-1) ESP R&amp;M PROJECT SITE, JHARKHAND.</p>
3	CLAUSE NO. 2.1.5 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	<p>CONTRACT PERIOD OF THE CRANE SHALL BE FOR 20 (TWENTY) MONTHS FOR 4 NOS UNIT FROM THE START DATE OF CONTRACT WITH A PROVISION OF 12 (TWELVE) MONTHS EXTENSION PERIOD FOR THE CONTRACT. IN CASE OF EXTENSION BEYOND CONTRACT PERIOD, THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 15 DAYS BEFORE EXPIRY OF CONTRACT PERIOD.</p> <p>IN CASE OF EXIGENCY / SITE REQUIREMENT, THE CONTRACT PERIOD MAY FURTHER BE EXTENDED BEYOND EXTENSION PERIOD SPECIFIED ABOVE ON SAME TERMS &amp; CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT AND THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 15 DAYS BEFORE EXPIRY OF EXTENDED CONTRACT PERIOD.</p> <p>MONTHLY RENTAL CHARGES OF CRANE FOR EXTENSION PERIOD (I.E. BEYOND ORIGINAL CONTRACT PERIOD OF 20 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.</p>	IN CASE OF EXTENSION BEYOND CONTRACT PERIOD 20 (TWENTY) MONTHS, 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.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.

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Tender No.: PSER:SCT:BOK-F2370-25				
Clarification to bidder's query(ies) and Revision / modification of tender clauses				
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
4	CLAUSE NO. 5.20 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	BHEL SHALL PROVIDE SPACE FREE OF COST TO THE CONTRACTOR AT SITE, WHERE THEY ARE TO MAINTAIN A CONTAINER FOR WORKING FACILITY OF THEIR PERSONNEL AND KEEPING/ STORING OF THEIR REQUIRED HAND TOOLS, SPARES, SLINGS, CONSUMABLES ETC. AS NECESSARY. WATCH & WARD/ SAFETY AND SECURITY OF THE CRANE AT SITE SHALL BE THE RESPONSIBILITY OF THE VENDOR.	We request BHEL to provide the support equipment ( Crane, Hydra & Trailer) for boom extension / reduction, configuration change, counterweight shifting during the contract period as and when required. Otherwise, crane agency has to keep the additional resources throughout the contract which would be additional cost to BHEL.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
5	CLAUSE NO. 5.27 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	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.	Notwithstanding anything herein, the Contractor shall not be liable under any circumstances for any sub-soil or hydrological conditions.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
6	CLAUSE NO. 5.17 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	NECESSARY INSURANCE COVERAGE FOR THE CRANE 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 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.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
7	CLAUSE NO. 7.0 of SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION, VOLUME-ID & II	<u>LIQUIDATED DAMAGES (LD):</u>  SINCE TIME IS THE MAIN ESSENCE OF THE CONTRACT, CRANE TO BE MOBILIZED AT SITE WITHIN THE TIME LIMIT PRESCRIBED IN SL. NO. 2.1.2 ABOVE AND MOBILIZATION SHALL BE CONSIDERED AS DEFINED IN SL. NO. 2.1.2, 2.1.3 AND 2.1.4 ABOVE. IN CASE CONTRACTOR MOBILIZES THE CRANE BEYOND THE PERIOD SPECIFIED IN SL. NO. 2.1.2 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 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 CONTRACT PRICE.  HERE, LD SHALL BE APPLICABLE FOR THE DELAY ATTRIBUTABLE TO VENDOR.	Kindly add the following clause –  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.	LIQUIDATED DAMAGES (LD) CLAUSE SHALL REMAIN UNCHANGED. HOWEVER, SL. NO. 2.1.2 INDICATED IN THIS LIQUIDATED DAMAGES (LD) CLAUSE SHALL MEAN THE REVISED / MODIFIED CLAUSE SL. NO. 2.1.2 OF SCC & TS, VOLUME-ID & II AS INDICATED IN SL. NO. 2 OF ANNEXURE-A1 TO TCN-03.
8	CLAUSE NO. 2.24 of GENERAL CONDITIONS OF CONTRACT (SERVICE), VOLUME-IB	PERFORMANCE GUARANTEE FOR WORKMANSHIP Detailed clauses as per clause no. 2.24 of GCC, Vol-IB.	Kindly add the following clause –  Notwithstanding anything herein, there shall be no warranty/guarantee period.	Bidder to note that clause no. 2.24 of GCC, Vol-IB is not applicable for this tender and relevant applicable clause for this tender is clause no. 20.0 of SCC & TS, Volume-ID & II. This is in line with order of precedence indicated in sl. no. 44.0 of NIT of this tender.

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Tender No.: PSER:SCT:BOK-F2370:25				
Clarification to bidder's query(ies) and Revision / modification of tender clauses				
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
9	CLAUSE NO. 2.27 of GENERAL CONDITIONS OF CONTRACT (SERVICE), VOLUME-IB	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.	<p>Kindly add the following clause -</p> <p>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.</p> <p>Kindly add the following clause -</p> <p>Contractor shall have right to suspend its performance under this contract and to immediately demobilize 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.</p> <p>Kindly add the following clause -</p> <p>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.</p>	<p><b>LIMITATION ON LIABILITY.</b> Clause no. 2.27 of GENERAL CONDITIONS OF CONTRACT (SERVICE), VOLUME-IB is revised/modified as under:-</p> <p><b>2.27- LIMITATION OF LIABILITY:</b></p> <p>"Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.</p> <p>This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&amp;P etc. due from the contractor."</p>
10	SL. NO. 3.0 of SCH-2 of PRICE SCHEDULE, VOLUME-III	Fuel charges/ hour of operation of the crane with engine on condition	We request BHEL for removal of fuel % / provision from the BOQ.	TENDER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.
11	SL. NO. 1.0, vii of NIT	EMD AMOUNT: Rs. 2,00,000/-	We are Interested for the above referred tender and are in the process of preparation. Our organization is a MSME registered hence submission of EMD as mentioned in Tender may please be exempted. As 19-05-2025 being the last date of bid submission, early response is needed.	The tender is for procurement related to works and hence EMD exemption for MSE supplier/contractor is not applicable for this tender. NIT sl. no. 27.0 of the tender may be referred in this regard. Provision of EMD submission as indicated in sl. no. 1.0, vii of NIT shall remain unchanged.
12	PRICE SCHEDULE (VOL-III), REV-00 SL. NO. 1	1 no. of 250 MT crane is required	In price schedule 1 no. of 250MT crane is mentioned however, in Technical Specification 4 nos. of unit required is mentioned confirm whether you require 1 no. of 250mt crane of 4 nos. of 250mt cranes	There are 4 no ESP's which are adjacent to each other, this 1 no 250 T crane will be utilized in those 4 units of ESP.