



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 01

Ref: PSER:SCT:KDS-F2379:TCN-01

Date : 16-07-2025

Sub	Tender Change Notice (TCN) - 01.	
Job	<p>Providing 2 No. 250MT capacity or above MID Range Heavy Lift Hydraulic Crawler Crane having lifting capacity of 250 MT (MIN) with basic Boom (i.e. Boom Bottom & Boom Head) at 4.5 M (MIN) Radius having Lattice Boom & Luffing JIB on Hiring Basis for</p> <p>1) Package A: 01 No for BHEL-PSER 2X800 MW DVC Koderma TPS PH-II, PO- Koderma TPS, Village- Benjhidih, Dist – Koderma, Jharkhand-825421 AND 2) Package B: 01 No for 1X800 MW NTPC Sipat STPP Stage-III PO- Ujjwal Nagar, Sipat, Dist – Bilaspur, Chhattisgarh 495555.</p>	
Ref	1.0	Tender no. PSER:SCT:KDS-F2379:25
	2.0	BHEL's NIT, vide reference no. PSER:SCT:KDS-F2379:11049 Date: 10-07-2025
	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. The clarifications to bidder's queries/ amendment are attached as **Annexure-A** to this TCN-01. Bidder shall quote their offer accordingly.
2. Revised "Annexure –B" - Terms & Conditions of Reverse Auction is attached superseding Annexure –B - Terms & Conditions of Reverse Auction issued earlier along with NIT.
3. SI no- 35 of NIT shall be read as:
"For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19-07-2024 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT."

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer. "

4. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
5. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

DGM / 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

ANNEXURE-A TO TCN-01

PROVIDING 2 NO. 250MT CAPACITY OR ABOVE MID RANGE HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LIFTING CAPACITY OF 250MT (MIN) WITH BASIC BOOM (i.e. BOOM BOTTOM & BOOM HEAD) AT 4.5 M (MIN) RADIUS HAVING LATTICE BOOM & LUFFING JIB ON HIRING BASIS FOR-

1. Package A: 01 No FOR BHEL-PSER 2X800 MW DVC KODERMA TPS PH-II, PO- KODERMA TPS, VILLAGE- BENJIDIH, DIST – KODERMA, JHARKHAND-825421
2. Package B: 01 No FOR 1X800 MW NTPC SIPAT STPP STAGE-III PO- UJJWAL NAGAR, SIPAT, DIST – BILASPUR, CHHATTISGARH 495555.

Tender No.: PSER:SCT:KDS-F2379:25

CLARIFICATION / MODIFICATION

Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification/ Reply
1	NOTICE INVITING TENDER / PSER:SCT:KDS-F2379:11049/ Page 1 of 29	Issue of Tender Documents : Start :10.07.2025, Time :17:30Hrs Closes: 21.07.2025, Time :01:00PM IST	We have downloaded the tender documents and currently reviewing the tender requirements and will share technical clarification with you. For the purpose of submitting most competitive offer to you, we request you to kindly extend the bid submission date by atleast one week.	DDS AS PER TENDER NIT
2	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 03 of 16	BROAD SCOPE OF WORK : 1.4 - Model/Age of Crane - THE AGE OF THE CRANE SHOULD NOT BE MORE THAN TEN (12) YEARS AS ON LATEST DUE DATE OF OFFER SUBMISSION.	<p>a) 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> <p>b) We are very interested in participating in this tender and would like to bring to your attention a point in the technical specifications that may merit reconsideration. Clause 1.4 of the scope of work states that the crane should not be more than twelve (12) years old as on the latest due date of offer submission.</p> <p>We are having 250MT Crawler Cranes which is in compliance with all the technical specification given in Annexure "A" of your TENDER NO – PSER: SCT: KDS-F2379:25. However, the age of our crane is 14 years old instead of the requirement of not more than 12 years. In most projects BHEL is accepting age of cranes not more than 15 years old.</p> <p>We would like to inform you that our FUWA250-1 Crawler Crane (250 MT capacity), manufactured in 2011, is available with us and is in excellent working condition. The crane offers a maximum configuration of 60 meters main boom + 61 meters luffing jib, which meets the operational requirements for similar project sites. We kindly request you to consider and allowing our crane, for not more than 15 years old.</p>	SHALL BE AS PER TENDER
3	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 05 of 16	2.2 DEPLOYMENT OF CRANE(S) CONTRACT PERIOD OF THE CRANE SHALL BE FOR 22 (TWENTY-TWO) MONTHS FOR BHEL PSER-KODERMA SITE AND 18 (EIGHTEEN) MONTHS FOR BHEL-PSER-SIPAT SITE FROM THE START DATE OF CONTRACT WITH A PROVISION OF 06 (SIX) MONTHS EXTENSION PERIOD FOR THE CONTRACT FOR BOTH THE SITE.	IN CASE OF EXTENSION BEYOND CONTRACT PERIOD OF 22 (TWENTY-TWO) MONTHS FOR BHEL PSER-KODERMA SITE AND 18 (EIGHTEEN) MONTHS FOR BHEL-PSER-SIPAT SITE, 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.	SHALL BE AS PER TENDER
4	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 09 of 16	5.20 BHEL Scope: BHEL SHALL PROVIDE SPACE FREE OF COST TO THE CONTRACTOR AT SITE, WHERE THEY MAY MAINTAIN A CONTAINER/OFFICE/STORE 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.	SHALL BE AS PER TENDER
5	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 10 of 16	5.27 HEAVY WEIGHT: 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.	SHALL BE AS PER TENDER

ANNEXURE-A TO TCN-01

PROVIDING 2 NO. 250MT CAPACITY OR ABOVE MID RANGE HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LIFTING CAPACITY OF 250MT (MIN) WITH BASIC BOOM (i.e. BOOM BOTTOM & BOOM HEAD) AT 4.5 M (MIN) RADIUS HAVING LATTICE BOOM & LUFFING JIB ON HIRING BASIS FOR-

1. Package A: 01 No FOR BHEL-PSER 2X800 MW DVC KODERMA TPS PH-II, PO- KODERMA TPS, VILLAGE- BENJIDIH, DIST – KODERMA, JHARKHAND-825421
2. Package B: 01 No FOR 1X800 MW NTPC SIPAT STPP STAGE-III PO- UJJWAL NAGAR, SIPAT, DIST – BILASPUR, CHHATTISGARH 495555.

Tender No.: PSER:SCT:KDS-F2379:25

CLARIFICATION / MODIFICATION

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6	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 09 of 16	<p>5.17 INSURANCE:</p> <p>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.</p>	<p>Kindly add the following clause -</p> <p>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.</p>	SHALL BE AS PER TENDER
7	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 11 of 16	<p>7. LIQUIDATED DAMAGES</p> <p>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.</p>	<p>Kindly amend the following clause -</p> <p>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</p>	SHALL BE AS PER TENDER
8	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 11 of 16	<p>7. LIQUIDATED DAMAGES</p> <p>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.</p>	<p>Kindly add the following clause -</p> <p>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.</p>	SHALL BE AS PER TENDER

ANNEXURE-A TO TCN-01

PROVIDING 2 NO. 250MT CAPACITY OR ABOVE MID RANGE HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LIFTING CAPACITY OF 250MT (MIN) WITH BASIC BOOM (i.e. BOOM BOTTOM & BOOM HEAD) AT 4.5 M (MIN) RADIUS HAVING LATTICE BOOM & LUFFING JIB ON HIRING BASIS FOR-

1. Package A: 01 No FOR BHEL-PSER 2X800 MW DVC KODERMA TPS PH-II, PO- KODERMA TPS, VILLAGE- BENJIDIH, DIST – KODERMA, JHARKHAND-825421
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CLARIFICATION / MODIFICATION

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9	VOLUME-IB: GENERAL CONDITIONS OF CONTRACT (SERVICE) TENDER NO. PSER:SCT:KDS-F2379:25 / Page 38 of 39	<p>2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP</p> <p>2.24.1 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.</p>	<p>Kindly add the following clause –</p> <p>Notwithstanding anything herein, there shall be no warranty/guarantee period.</p>	<p>GCC cl no-2.24 is not applicable for this tender. Bidders to read cl no- 18 of VOLUME-ID & II.</p>
10	VOLUME-IB: GENERAL CONDITIONS OF CONTRACT (SERVICE) TENDER NO. PSER:SCT:KDS-F2379:25 / Page 38 of 39	<p>2.27 LIMITATION ON LIABILITY:</p> <p>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>	<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>	SHALL BE AS PER TENDER
11	VOLUME-IB: GENERAL CONDITIONS OF CONTRACT (SERVICE) TENDER NO. PSER:SCT:KDS-F2379:25 / Page 38 of 39	<p>2.27 LIMITATION ON LIABILITY:</p> <p>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>	<p>Kindly add the following clause -</p> <p>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.</p>	SHALL BE AS PER TENDER
12	VOLUME-IB: GENERAL CONDITIONS OF CONTRACT (SERVICE) TENDER NO. PSER:SCT:KDS-F2379:25 / Page 38 of 39	<p>2.27 LIMITATION ON LIABILITY:</p> <p>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>	<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>	SHALL BE AS PER TENDER

ANNEXURE-A TO TCN-01

PROVIDING 2 NO. 250MT CAPACITY OR ABOVE MID RANGE HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LIFTING CAPACITY OF 250MT (MIN) WITH BASIC BOOM (i.e. BOOM BOTTOM & BOOM HEAD) AT 4.5 M (MIN) RADIUS HAVING LATTICE BOOM & LUFFING JIB ON HIRING BASIS FOR-

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13	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION / VOLUME-ID & II/ Page 03 of 16	<p>1.0 BROAD SCOPE OF WORK :</p> <p>1.10 BIDDER SHALL SUBMIT SKETCH/DRAWINGS/MANUAL OF THE CRANE WITH BOOM LENGTH AND WORKING RADIUS AND OTHER CONSTRUCTIONAL DIMENSIONAL DETAILS OF CRANE FOR MEETING THE LIFT REQUIREMENT AS GIVEN IN THIS TENDER SPECIFICATION AND INDICATING CLEARANCE UNDER THE HOOK FROM THE TOP ELEVATION OF TOP PIECE AND OTHER ASPECTS (SUCH AS SLINGING/ HOOK BLOCK WEIGHT AND CLEARANCE UNDER THE HOOK) SHALL BE TAKEN INTO ACCOUNT TO MEET THE ABOVE LIFT REQUIREMENT.</p>	<p>For Precise Engineering and submitting the required sketch/drawing of the crane, we request you to kindly provide the following technical details –</p> <ol style="list-style-type: none"> 1.Lifting load dimensions 2.Lifting Radius 3.Elevation details 4.Equipment Weight 	REQUIRED CRANE SPECIFICATION IN TECHNICAL SPECIFICATION OF TENDER DOCUMENTS IN CLAUSE NO 1.2

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL *shall be resorting* to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA will be scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*

In case of RA, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

However, H1 will be allowed to participate in RA in the following cases:

- a) *If number of techno-commercially qualified bidders are only 2 or 3.*
- b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
- c) *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.*
- d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is Non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

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	<p>Providing 2 No. 250MT capacity or above MID Range Heavy Lift Hydraulic Crawler Crane having lifting capacity of 250 MT (MIN) with basic Boom (i.e. Boom Bottom & Boom Head) at 4.5 M (MIN) Radius having Lattice Boom & Luffing JIB on Hiring Basis for</p> <p>1) Package A: 01 No for BHEL-PSER 2X800 MW DVC Koderma TPS PH-II, PO- Koderma TPS, Village- Benjhidih, Dist – Koderma, Jharkhand-825421 AND 2) Package B: 01 No for 1X800 MW NTPC Sipat STPP Stage-III PO- Ujjwal Nagar, Sipat, Dist – Bilaspur, Chhattisgarh 495555.</p>								
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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, SALTLAKE CITY, KOLKATA - 700 091
 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000