



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 02**

Ref: PSER:SCT:SND-B806:TCN-02

Date: 19-11-2007

|     |  |   |
|-----|--|---|
| Sub | Tender change notice (TCN) 02.   |   |
| Job | Erection and Commissioning of Boiler, ESP, Rotating Machines, Critical Piping, Insulation, Final Painting etc. along with Complete Plant Material Handling of 1x250 MW Santaldih TPS, Unit-6, West Bengal. |   |
| Ref | 1.0  | Tender no PSER:SCT:SND-B806:07.                                     |
|     | 2.0  | BHEL's NIT, vide reference no PSER:SCT:SND-B806:07, dated 18-10-07. |
|     | 3.0  | BHEL's TCN-01, vide TCN-01, dated 07-11-07.                         |

With reference to above, following points & document, relevant to tender, may please be noted & complied with while submitting offer.

- 1.0 Due date of submission of offer has been extended from 19-11-07 to **27-11-2007 (15-00 hrs)**.
- 2.0 Revised Taxes & Duties Clause for Boiler Part as per **Annexure – 1** superseding earlier clause no. 49.0 of Vol-IIA.
- 3.0 Revised Taxes & Duties Clause for Material Management Part as per **Annexure – 2** superseding earlier clause no. 12 of Vol-IIB.
- 4.0 Revised Terms of Payment as per **Annexure-3** superseding earlier clause no. 53.0 of Vol-IIA
- 5.0 Revised Terms of Payment as per **Annexure-4** superseding earlier clause no. 16.0 of Vol-IIB.
- 6.0 Clauses as per **Annexure-5** has been added in addition to the existing clauses under clause No.52.0 of VOL-IIA and clause No.17.19 of VOL-IIB.
- 7.0 Revised 'No deviation certificate' format, Annexure-6.
- 8.0 All other terms & conditions shall remain unchanged.

Based on above, offer shall be submitted by revised due date.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

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 : 23211691

**TAXES & DUTIES FOR BOILER PART-**

- A) TDS under Income Tax, V.A.T etc, if any, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority/ Authorities is furnished.

All taxes ( except Service Tax including Educational Cess and other Cess , if any ) , charges, royalties, duties, Octroi , any State or Central Levy and other Taxes for materials obtained for the work and for the Execution of the Contract shall be borne by the Contractor and shall not be payable extra during the tenure of the Contract . Contractor may please note that " Charges towards Labour ,services and other like charges u/s. 18(2)(b)" is exempt under the " The West Bengal Value Added Tax Rules -2005 "and hence the Taxable Contractual Transfer Price is NIL. However, submission of Tax Invoice is a must along with the RA Bills .

The Contractor has to make his own arrangement at his cost for completing the formalities , if required , with State V.A.T. Act Authorities , for bringing their materials , plants and machinery at Site . Road Permit / Way Bill , if required, shall be arranged by the Contractor and BHEL-P.S.E.R will not supply any Road Permit/Way Bill for this purpose. The Contractor must be a Registered Dealer with the State VAT Act ,if not Registered yet and a copy of the said Registration Certificate along with TIN Number must be provided to Site R.A.O.

**Service Tax:**

Service Tax as legally leviable & payable by the Contractor under " Erection, Commissioning and Installation Services " of Service Tax law/Act vide Sec 65 (105)( zzd) , shall be paid by BHEL-P.S.E.R on Contractor's Gross Bill. However, Contractor shall have to submit proof of Service Tax deposited by them immediately after the deposit but not later than the next Bill submitted after the due date of deposit . The Contractor shall furnish proof of Service Tax registration with Central Excise Division covering the Services under this Contract. Registration should also bear endorsement for the premises from where the billing shall be done by the Contractor on B.H.E.L-P.S.E.R for this Project. The Contractor shall obtain prior approval of BHEL-P.S.E.R if there is any change in the above provision . B.H.E.L-P.S.E.R will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time

TAXES & DUTIES FOR MM PART

- B) TDS under Income Tax, V.A.T etc, if any, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority/ Authorities is furnished.

All taxes ( except Service Tax including Educational Cess and other Cess , if any ) , charges, royalties, duties, Octroi , any State or Central Levy and other Taxes for materials obtained for the work and for the Execution of the Contract shall be borne by the Contractor and shall not be payable extra during the tenure of the Contract . Contractor may please note that " Charges towards Labour ,services and other like charges u/s. 18(2)(b)" is exempt under the " The West Bengal Value Added Tax Rules -2005 "and hence the Taxable Contractual Transfer Price is NIL. However, submission of Tax Invoice is a must along with the RA Bills .

The Contractor has to make his own arrangement at his cost for completing the formalities , if required , with State V.A.T. Act Authorities , for bringing their materials , plants and machinery at Site . Road Permit / Way Bill , if required, shall be arranged by the Contractor and BHEL-P.S.E.R will not supply any Road Permit/Way Bill for this purpose. The Contractor must be a Registered Dealer with the State VAT Act ,if not Registered yet and a copy of the said Registration Certificate along with TIN Number must be provided to Site R.A.O.

**Service Tax:**

Service Tax is not applicable in respect of Material Management Contract and hence , shall not be paid by BHEL-P.S.E.R.

If at all applicable in a subsequent date , the same shall be reimbursed by BHEL-P.S.E.R subject to following conditions ;

1. Contractor shall have to submit proof of Service Tax deposited by them immediately after the deposit but not later than the next Bill submitted after the due date of deposit .
2. The Contractor shall furnish proof of Service Tax registration with Central Excise Division covering the Services under this Contract. Registration should also bear endorsement for the premises from where the billing shall be done by the Contractor on B.H.E.L-P.S.E.R for this Project.
3. The Contractor shall obtain prior approval of BHEL-P.S.E.R if there is any change in the above provision .

B.H.E.L-P.S.E.R will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time

|             |   |                  |                  |              |      |        |
|-------------|---|------------------|------------------|--------------|------|--------|
| <b>53.0</b> | <b>TERMS OF PAYMENT</b>   |                  |                  |              |      |        |
| 53.1        | The contractor shall submit his RA bill once in a month at the end of each month. The RA bill, complete in all respects accompanied by BHEL engineer's certificate/jointly signed measurement sheet will be paid within 30 days of submission of the bill, subject to its completeness & correctness in all respects. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding the actual work executed in the measurement book and bills for work.   |                  |                  |              |      |        |
| 53.2A       | Out of break-up for progressive payment indicated below, 5% will be retained from each RA bill which will be released on completion of guarantee period of 12 months. However, this balance 5% can be released against submission of bank guarantee in the prescribed 'form' which shall be kept valid for the specified period subject to receipt of certificate that all works are completed in all respects. This bank guarantee is separate from the bank guarantee towards security deposit and the bank guarantee towards security deposit cannot be utilized for this purpose. The security deposit will be refunded as per GCC.   |                  |                  |              |      |        |
| 53.2B       | Out of above mentioned 95 % of gross bill value, 15 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL <ul style="list-style-type: none"> <li>a. 7 % shall be paid on compliance of house keeping of vendor's working area and store/ office areas.</li> <li>b. 3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area</li> <li>c. 2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.</li> <li>d. 3 % shall be paid on compliance of applicable Safety requirement as per guidelines of BHEL/ PSER and as specified in the tender</li> </ul> |                  |                  |              |      |        |
| 53.3        | <b>STAGES OF PROGRESSIVE PRO-RATA PAYMENTS</b>  |                  |                  |              |      |        |
| 53.3.1      | Subject to the deduction & retention as indicated above, which BHEL may be authorised to make under the contract, the contractor shall, on the certification of the engineer at site, be entitled for payment as explained here under:  |                  |                  |              |      |        |
| 53.3.2      | For erection, testing & commissioning of boiler and auxiliaries as detailed in the tender document, progressive payment shall be made as above on the basis of contract price as per rate schedule. The above break-up is only for the purpose of progressive payment and should not be construed as total scope of work.   |                  |                  |              |      |        |
| 53.3.3      | The quoted rates per MT for different groups indicated in rate/price schedule shall be distributed in the following manner for releasing payments against RA bills:   |                  |                  |              |      |        |
|             | Stages of payment   | Payment break up |                  |              |      |        |
|             |   | Pr parts         | Rotating machine | Non-pr parts | ESP  | Piping |
| 53.3.3.1    | Completion of pre-assembly  | 15%              | ----             | 15%          | 15%  | 15%    |
| 53.3.3.2    | Placement in position   | 25%              | 40%              | 25%          | 20%  | 20%    |
| 53.3.3.3    | Alignment, grouting & welding including bolting as required   | 35%              | 45%              | 40%          | 40%  | 35%    |
| 53.3.3.4    | Completion of non destructive examination & stress relieving /heat treatment  | 10%              | ----             | ----         | ---- | 13%    |
| 53.3.3.5    | Bolting & completion hangers & supports etc. wherever necessary   | ----             | ----             | 05%          | ---- | 05%    |

|              |  |             |             |             |             |             |
|--------------|--|-------------|-------------|-------------|-------------|-------------|
| 53.3.3.6     | Completion of Hydraulic test(drainable)  | 04%         | ----        | ----        | ----        | 04%         |
| 53.3.3.7     | Completion of air & Gas tightness test for equipment   | ----        | ----        | 01%         | 04%         | ----        |
| 53.3.3.8     | Gas distribution test  | ----        | ----        | ----        | 03%         | ----        |
| 53.3.3.9     | Charging of all field of ESP   | ----        | ----        | ----        | 05%         | ----        |
| 53.3.3.10    | Boiler light up and ABO  | 02%         | 05%         | 01%         | 03%         | ----        |
| 53.3.3.11    | Completion of acid / chemical cleaning   | 02%         | ----        | 02%         | ----        | ----        |
| 53.3.3.12    | On completion of steam blowing & Safety Valve floating   | 02%         | ----        | ----        | ----        | 3%          |
| 53.3.3.13    | Coal firing  | 01%         | 04%         | 04%         | 05%         | ----        |
| 53.3.3.14    | Full loading   | --          | 03%         | 03%         | 02%         | 01%         |
| 53.3.3.15    | Submission of as-built drawings.   | 01%         | ----        | ----        | ----        | 01%         |
| 53.3.3.16    | Liquidation of pending points  | 01%         | 01%         | 02%         | 01%         | 01%         |
| 53.3.3.17    | Reconciliation of issued materials   | 01%         | 01%         | 01%         | 01%         | 01%         |
| 53.3.3.18    | Completion of all contractual Obligation and de-mobilization of site office.   | 01%         | 01%         | 01%         | 01%         | 01%         |
| <b>Total</b> |  | <b>100%</b> | <b>100%</b> | <b>100%</b> | <b>100%</b> | <b>100%</b> |
| 53.4         | Bidder may please note that payment shall be made through e-mode for which Bank details are to be furnished as per format given in Annexure-3A below |             |             |             |             |             |

From for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor
02. Address
03. Vendors Bank A/c Name
04. Vendors Bank A/c No.
05. Name of Bank
06. Name of Branch
07. Branch Phone No.
08. City
09. IFSC Code of the Branch

The charges if any for the payment through RTGS may be recovered from the Bill submitted by us.

Signature of the Authorised  
Representative of Vendor with date & seal

Confirmation by Banker  
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed.

**16 TERMS OF PAYMENT**

16.1 The contractor shall submit his bills once in a month duly furnishing the following information:

- i) Work order No. and date
- ii) Challan nos. and date
- iii) Truck/Trailer/Wagon no.
- iv) Consignment no. and date
- v) Work completion report w. r. to challan.
- vi) Description of materials
- vii) No. of packages as per BHEL's shipping docs.
- viii) Gross weight (MT) as per BHEL's shipping docs.
- ix) Location of material
- x) Amount claimed
- xi) Recoveries such as hire charges, demurrage, fine/penalty etc. if any.
- xii) Certified man-hour regarding up-keepment, maintenance and preservation etc.
- xiii) Lorry copy of the **road permits** (if applicable)

16.2 For all items of work as per Volume-III, the monthly interim payment shall be made as follows on the basis of contract value of the work and as per rate schedule. The following break up is only for the purpose of progressive payment and should not be construed as total scope of work. The total scope of work is as detailed in this tender document and shall be completed by the contractor without making any reference to the following break-up.

| Ref to Rate Schedule | Description of Activity                                     | % of payment |
|----------------------|---|--------------|
| A                    | UNLOADING, TRANSPORTING TO OPEN/ COVERED STORES             | 40%          |
|                      | STACKING  | 25%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 15%          |
| B                    | UNLOADING, RE-LOADING, TRANSPORTATION TO SITE AND UNLOADING | 40%          |
|                      | STACKING  | 25%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 15%          |
| C                    | UNLOADING, RE-LOADING, TRANSPORTATION TO SITE & UNLOADING   | 40%          |
|                      | STACKING  | 25%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 15%          |
| D                    | UNLOADING, RE-LOADING, TRANSPORTATION TO SITE & UNLOADING   | 40%          |
|                      | STACKING  | 30%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 10%          |
| E                    | UNLOADING, RE-LOADING, TRANSPORTING TO OPEN/ COVERED STORES | 40%          |
|                      | STACKING  | 30%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 10%          |
| F                    | UNLOADING, TRANSPORTING TO OPEN/ COVERED STORES             | 40%          |
|                      | STACKING  | 30%          |
|                      | VERIFICATION  | 20%          |
|                      | UPDATION OF STORE DOCUMENTS                                 | 10%          |

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 : 23211691

|   |   |      |
|---|---|------|
| G | ISSUE OF MATERIAL TO ERECTION AGENCY AFTER IDENTIFICATION OF LOCATION | 100% |
| H | MATERIAL RE-SHIFTING  | 100% |
| I | MATERIAL RE-STACKING  | 100% |
| J | PRESERVATION / OTHER WORKS AS PER RATE SCHEDULE                       | 100% |

- 16.3 Out of above break up the monthly interim payment shall be 90% of the gross value of interim bill on item rate basis (prorate on completion as certified by BHEL). All admissible recoveries / adjustments etc. shall be made from the interim payable amount.
- 16.4 Out of above mentioned 90 % of gross bill value, 15 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL
- 7 % shall be paid on compliance of house keeping of vendor's working area and store/ office areas.
  - 3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area
  - 2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
  - 3 % shall be paid on compliance of applicable Safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
- 16.5 The balance 10% retained from each RA bill, shall be payable on completion of the entire work under the scope of the contract and after certification by BHEL Site Engineer as detailed below. Contractor's invoice shall be accompanied by joint measurement of work done duly signed by BHEL Engineer. Payment shall be made within 30 days of receipt of invoice by BHEL site office subject to its completeness and correctness.
- 16.6 10 % of Contract Value on completion of work and winding up of site establishment as certified by BHEL Engineer and completion of final bill formalities .
- 16.7 BHEL site at its discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.
- 16.8 Bidder may please note that payment shall be made through e-mode for which Bank details are to be furnished as per format given in Annexure-3A above.

The vendor will follow HSE policy of BHEL/ PSER and work as per the safety guidelines which is in line with ISO:14001 and OHSAS:18001 standards. A list of the guidelines which should be strictly followed by the vendor is as follows. The scope of vendor shall not be limited to the followings only but shall be guided by the HSE related policies/ guidelines of BHEL as revised to suit the requirement of the standards and statutory requirements.

- 1.0 Nominate a safety officer who will supervise all the HSE aspects.
- 2.0 The safety officer will participate in all safety meeting conducted by BHEL.
- 3.0 Submit site safety plan indicating safety measures to be taken, fire fighting equipments & PPE to be deployed.
- 4.0 Report every near miss incident to BHEL.
- 5.0 Report accident report immediately after the occurrence.
- 6.0 Obtain operation control procedures (OCPs) from BHEL for the work to be executed
- 7.0 Follow factory act.
- 8.0 Every worker should use PPE as per his trade. All PPE should confirm to IS.
- 9.0 Conduct tool box meeting with workers everyday before start of work instructing about the use of PPE. The outcome of the meeting to be recorded in a register.
- 10.0 Check fitness of the PPE and lifting tackles weekly and record in a register which will be verified by BHEL.
- 11.0 No person below 18 years will be employed.
- 12.0 Deploy fire-fighting equipments and refill before expiry.
- 13.0 Keep fire extinguishers of adequate type near the hot job and near the electrical machines.
- 14.0 Copy of valid Test certificates of all T&Ps should be given to BHEL as soon as the item enters the project, without which the T&P can not be allowed to be used.
- 15.0 No body will be allowed to work above 2 meters without safety belt/ harness with lifeline secured to a fixed member.
- 16.0 Good housekeeping has to be maintained. All debris shall be removed from workplace within shortest possible time.
- 17.0 Approach roads should not be blocked with cables, materials or debris.
- 18.0 First aid boxes have to be kept and maintained with all requisite materials as per factory act.
- 19.0 Trained person has to be kept for giving first aid.
- 20.0 Adequate illumination shall be provided where working.
- 21.0 All vehicles should have backlight, reverse horn and reversing light.
- 22.0 Crane operator shall have proper license.
- 23.0 Crane should have reverse horn.
- 24.0 Only skilled person maintain and operate electrical items.
- 25.0 ELCB has to be used. No temporary connection shall be allowed.
- 26.0 All fuses shall have standard rating and capacity.
- 27.0 All power supply cables should be laid above 3 meter level or underground.
- 28.0 All hand lamps should be powered by 24 volts.
- 29.0 Water-logging of working area shall be removed.
- 30.0 For operating portable machines 3 pin plugs shall be used.
- 31.0 Oxygen and DA cylinders shall be separated labeling full or empty. Full cylinders shall be kept upright.
- 32.0 Cylinders are not transported by rolling.
- 33.0 All oil drums shall be kept horizontal.
- 34.0 Excavated area shall be barricaded off with red-& white tape.
- 35.0 Proper slope of excavation shall be maintained.
- 36.0 Proper sign board and illumination shall be maintained at excavated area.
- 37.0 Wherever possible safety net shall be provided.
- 38.0 Proper platform and hand rail has to be provided at the work place.
- 39.0 All electrical equipments shall be earthed at two points.

40.0 Temporary platform should be strong enough, have proper approach and hand rails

The above clauses are indicative only and not exhaustive. The other activities to maintain strong HSE conditions at site which may be beyond the above list of guidelines shall have to be done by the vendor.

ANNEXURE – 6

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 : 23211691

**(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 | Erection and Commissioning of Boiler, ESP, Rotating Machines, Critical Piping, Insulation, Final Painting etc. along with Complete Plant Material Handling of 1x250 MW Santaldih TPS, Unit-6, West Bengal. |   |
| Ref | 01   | Tender no PSER:SCT:SND-B806:07.                                     |
|     | 02   | BHEL's NIT, vide reference no PSER:SCT:SND-B806:07, dated 18-10-07. |
|     | 03   | BHEL's TCN-01, vide TCN-01, dated 07-11-07.                         |
|     | 04   | BHEL's TCN-02, vide TCN-02, dated 19-11-07.                         |

Dear Sirs,

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 and in case of 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 and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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