



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:IIS-B1007:09:TCN-01

Date: 18-04-2009

| | | |
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| Sub | Tender change notice (TCN) 01. | |
| Job | ERECTION, TESTING & COMMISSIONING OF 3X200 TPH GAS FIRED BOILER WITH AUXILLIARIES AND PIPINGS AT 3X18 MW POWER & BLOWING STATION, IISCO STEEL PLANT AT BURNPUR, WEST BENGAL | |
| Ref | 1.0 | Tender no Ref: PSER:SCT:IIS-B1007:09 |
| | 2.0 | BHEL's NIT vide reference no Ref: PSER:SCT:IIS-B1007:09 dated 11-04-2009. |

**The following Technical Changes are incorporated in
Volume-II & 1D
(SPECIFIC TECHNICAL REQUIREMENT ,SPECIAL CONDITIONS
OF CONTRACT)**

1.Liquidated Damage:should be read as

Unit-I

If the contractor fails to complete the job of unit-I within specified completion schedule as per above clause no-43.0,BHEL shall have the right to re-cover the Liquidated damages(LD) a sum of 0.5% (zero point five percent) of the contract price of unit-I per week or part thereof of the delay subject to a maximum of 5%(five percent) of the total executed contract price for all three units.

UNIT-II

If the contractor fails to complete the job of unit-II within specified completion schedule as per above clause no-43.0,BHEL shall have the right to re-cover the Liquidated damages(LD) a sum of 0.5%

(zero point five percent) of the contract price of unit-II per week or part thereof of the delay subject to a maximum of 5%(five percent) of the total executed contract price for all three units.

UNIT-III

If the contractor fails to complete the job of unit-III within specified completion schedule as per above clause no-43.0,BHEL shall have the right to re-cover the Liquidated damages(LD) a sum of 0.5% (zero point five percent) of the contract price of unit-III per week or part thereof of the delay subject to a maximum of 5%(five percent) of the total executed contract price for all three units.

2.CLAUSE NO.36.2 UNDER CLAUSE NO.36(LAND) SHALL BE READ AS

The contractor shall arrange transportation and residential accommodation of their staff and labour at their own cost.

3.Following clause (37.7) is added under clause no-37(WATER).

37.7- The contractor shall arrange water (normal as well as drinking)in their staff/labour colony at their own cost.

4. Following clause 38.5 and 38.6 are added under clause no-38.0(ELECTRICITY).

38.5. BHEL will provide construction power as stated above limited to 400 KVA. Further requirement of power shall be arranged by the contractor at their own cost.

38.6- The contractor shall arrange electricity at their staff/labour colony at their own cost.

BIDDERS MUST NOTE THAT THIS TCN-01 WILL FORM PART OF THE TENDER DOCUMENT AND ARE REQUESTED TO COMPLY.

ALL OTHER TERMS AND CONDITIONS OF SUBJECT TENDER /
TENDER DOCUMENTS REMAIN UNCHANGED.

Yours faithfully,

for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

Encl: Annexure-III

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

TO

**Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091**

Kind Attention : DGM - SCT

| | | |
|-----|---|--|
| SUB | NO DEVIATION CERTIFICATE | |
| JOB | ERECTION, TESTING & COMMISSIONING OF 3X200 TPH GAS FIRED BOILER WITH AUXILLIARIES AND PIPINGS AT 3X18 MW POWER & BLOWING STATION, IISCO STEEL PLANT AT BURNPUR, WEST BENGAL | |
| Ref | 1.0 | Tender document no: PSER:SCT:IIS-B1007:09 . |
| | 2.0 | BHEL's NIT vide reference no Ref: PSER:SCT:IIS-B1007:09 dtd 11/04/09 |
| | 3.0 | BHEL's TCN-01vide reference no Ref: PSER:SCT:IIS-B1007:09, dtd 18/04/09. |

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 convey our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, 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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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