



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:MRW-E1265:TCN-01

Date: 27-10-2011

Sub	Tender change notice (TCN) 01.	
Job	Erection, testing, commissioning etc of GT, ST, UAT, misc transformers, bus-duct, HT/ LT SWGR/ panels, misc panels, cabling work etc for 2x500 MW units at Marwa TPP, Chattisgarh.	
Ref	1.0	Tender no PSER:SCT:MRW-E1265:11
	2.0	BHEL's NIT vide reference no PSER:SCT:MRW-E1265:2573, dated 25-10-11.
	3.0	Other references (if any).

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

- 1.0 Modification/ amendment to tender as per enclosed Annexure-A.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder to submit 'No deviation certificate' as per attached format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

ENGR (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 : 23211798/ 1691

JOB

Erection, testing, commissioning etc of GT, ST, UAT, misc transformers, bus-duct, HT/ LT SWGR/ panels, misc panels, cabling work etc for 2x500 MW units at Marwa TPP, Chattisgarh.

TENDER NO - PSER:SCT:MRW-E1265:11

SL NO	AMENDMENT/ MODIFICATION		
1.0	Volume-IF-CML		
	Following clauses shall stand revised as under.		
	Clause no	Existing provision	Revised provision
1.1	VOL.IF – CML CLAUSE NO. 35.6	BHEL at their discretion may further split up the percentages indicated above and effect monthly payment in consideration of site conditions, cash flow requirement etc according to the progress of work.	BHEL/Marwa Site at their discretion may further split up the percentages indicated above and effect monthly payment in consideration of site conditions, cash flow requirement etc according to the progress of work.
1.2	VOL.IF – CML CLAUSE NO. 37.2	As such, Service Tax as legally leviable & payable by the contractor under the above provisions of applicable law/ Act, shall be paid by BHEL, PSER 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.Registration should also bear endorsement for the premises from where the billing shall be done by the contractor on BHEL, PSER for this project. BHEL, PSER will not be held to be responsible for non-compliance of various Service Tax rules, being framed from time to time.	As such, Service Tax as legally leviable & payable by the contractor under the above provisions of applicable law/ Act, shall be paid by BHEL, PSER on contractor's gross bill. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the Services.Registration should also bear endorsement for the premises from where the billing shall be done by the contractor on BHEL, PSER for this project. BHEL, PSER will not be held to be responsible for non-compliance of various Service Tax rules, being framed from time to time.
1.3	VOL.IF – CML CLAUSE NO. 37.3	Value Added Tax (VAT) - Contractor should be registered under state VAT Act. They should produce	Value Added Tax (VAT) - Contractor should be registered under state VAT Act if required by State

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211798/ 23211691

		<p>their Registration No and copy of registration certificate as proof of registration and contractor shall produce proof of payment of VAT so that BHEL as main contractor can get the benefit of deduction of input credit from the contractual transfer price under state VAT Act. Contractors should produce Tax Invoice, copy of tax paid challan, copy of returns of the bidder showing BHEL portion of job value separately and other necessary documents to BHEL as required under VAT Act/ Rules so that BHEL can avail input credit under VAT Act.</p>	<p>VAT Act. In such case, they should produce their Registration No and copy of registration certificate as proof of registration and contractor shall produce proof of payment of VAT so that BHEL as main contractor can get the benefit of deduction of input credit from the contractual transfer price under state VAT Act. Contractors should produce Tax Invoice, copy of tax paid challan, copy of returns of the bidder showing BHEL portion of job value separately and other necessary documents to BHEL as required under VAT Act/ Rules so that BHEL can avail input credit under VAT Act.</p>
1.4	VOL.IF – CML CLAUSE NO. 37.4	<p>Any new tax & duties, if imposed subsequently by statutory authority during contract period (after latest date of offer submission including date of RA/ negotiation, as applicable), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, the contractor shall obtain prior approval of BHEL in writing before depositing the new tax to authorities. No reimbursement shall be made on account of increase in rates of existing taxes, duties etc.</p>	<p>New tax & duties, if imposed subsequent to latest due date of offer submission (as per NIT and subsequent TCN, if any), by statutory authority during contract period (including extension, if the same is not attributable to the contractor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
1.5	VOL.IF – CML CLAUSE NO. 43.2	<p>All rectification/modifications and reworks required for any reasons not due to fault of the contractor on works already completed, which require less than or</p>	<p>Clause Deleted</p>

		up to 50 man hours shall be considered as minor and shall be carried by the contractor free of cost.	
1.6	VOL.IF – CML CLAUSE NO. 43.4	Any major extra work which require more than 50 man hour, then extra man hours will be considered for admission of extra work subject to acceptance by the BHEL site engineer.	Clause Deleted
1.7	VOL.IF – CML CLAUSE NO. 47.3	For payment of temporary piping and equipments like tanks, pumps, structures provided by BHEL & not figuring in shipping list will be based on jointly measured quantity and corresponding standard weights. Regarding categorization and applicable rates for various items for release of payment BHEL'S engineers decision will be final.	Clause Deleted
1.8	VOL.IF – CML CLAUSE NO. 47.7	Cable lugs for cables above 2.5 sqmm and glands will be supplied by BHEL free of cost. Successful bidder shall ensure proper reconciliation of free issue materials. Cable lugs for upto & including 2.5 sqmm, sleeves, ferrules, etc as required will be supplied by successful bidder as mentioned elsewhere in the tender. Bidder's quoted rates shall be inclusive of this.	Cable lugs for cables above 2.5 sqmm and all glands will be supplied by BHEL free of cost. Successful bidder shall ensure proper reconciliation of free issue materials. Cable lugs for upto & including 2.5 sqmm, sleeves, ferrules, etc as required will be supplied by successful bidder as mentioned elsewhere in the tender. Bidder's quoted rates shall be inclusive of this.
1.9	VOL.IF – CML CLAUSE NO. 39.1	A joint program shall be drawn for the work to be completed during the extended contract period. Review of the program and record of shortfall as described earlier shall be done during the extended period.	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
1.10	VOL.IF – CML	The part of extension	Based on the reviews

	CLAUSE NO. 39.2	attributable to the contractor, if any, in total contract extension shall be executed first i.e., immediately after end of contract period. This shall be followed by the extension on account of force majeure conditions, if any, and lastly on account of BHEL	jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
1.11	VOL.IF – CML CLAUSE NO. 39.3	NIL	However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
1.12	VOL.IF – CML CLAUSE NO. 39.4	NIL	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done.
1.13	VOL.IF – CML CLAUSE NO. 39.5	NIL	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

1.14	VOL.IF – CML CLAUSE NO. 39.6	NIL	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.
2.0	General		
2.1	Bidder shall submit offer strictly in compliance with technical specification and tender terms along with amendment/ clarifications issued subsequently till date.		
2.2	All other terms & conditions shall remain unchanged.		

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.	
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	02	BHEL's NIT vide reference no PSER:SCT:MRW-E1265:2573, dated 25-10-11.
	03	BHEL's TCN-01, vide reference no PSER:SCT:MRW-E1265:TCN-01, dated 27-10-11.
	04	Other references (if any).

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/ 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 offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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