



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:BRN-M1066:TCN-01

Date: 04-12-2009

Sub	Tender change notice (TCN) 01.	
Job	Work of material management work involving receipt, unloading, handling, storage, preservation etc. and erection, testing & commissioning for power evacuation work of 1 x 20 MW STG + 1 x 150 TPH gas/oil fired BIR, based CPP at IOCL Barauni refinery project.	
Ref	1.0	Tender no PSER:SCT:BRN-M1066:09.
	2.0	BHEL's NIT, vide reference no PSER:SCT:BRN-M1066:2049, dated 26-11-09.
	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 'TENDER NO. in NIT' shall be read as PSER:SCT:BRN-M1066:09
- 3.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder to submit 'No deviation certificate' as per attached format only.
- 4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

ENGG (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

<p><b>JOB</b>  Work of material management work involving receipt, unloading, handling, storage, preservation etc. and erection, testing &amp; commissioning for power evacuation work of 1 x 20 MW STG + 1 x 150 TPH gas/oil fired BIR, based CPP at IOCL Barauni refinery project.</p>
<p>TENDER NO - PSER:SCT:BRN-M1066:09.</p>

SL NO	AMENDMENT/ MODIFICATION
1.0	<b>Volume- ID &amp; II</b>
1.1	Cl no 3.10 shall stand revised as under.
	<b>TAXES, DUTIES, LEVIES</b>
	<p>All taxes (except Service tax), Works contract tax under VAT act, charges, royalties, duties, octroi etc. 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. Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted price of the bidder shall be inclusive of all requirements.</p> <p>Service tax as legally leviable &amp; payable by the contractor under ‘ Erection, Commissioning and Installation service’ of service tax law/act vide sec 65 (105) (zzd), shall be paid by BHEL 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 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 the contract. The contractor shall obtain prior approval of BHEL- PSER if there is any change in the above provision. BHEL- PSER will not be held to be responsible for non- compliance of various Service Tax Rules, being framed from time to time.</p> <p>Value Added Tax (VAT) - Contractor may be registered under State VAT Act of Bihar. If required 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 Bihar 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>The contractor has to make his own arrangement at his cost for completing the formalities, if required with state VAT act Authorities. Road Permit/ Way Bill, if required shall be arranged by the contractor and BHEL-PSER will not supply any Road Permit/ Way Bill for this purpose.</p> <p><b>NEW LEVIES / TAXES</b></p> <p>In case the government imposes any new levy/tax after award of the work, BHEL shall not reimburse the same. No reimbursement on account of increase in the rate of existing levies /taxes/duties shall be made.</p>
1.2	Following points are added in Clause no 12.0.
	<b>12.0 EXTRA CHARGES FOR MODIFICATION AND RECTIFICATION</b>
1.2.1	12.9 The following man-hour rates will be applicable for modification/ rectification work.
1.2.2	12.9.1 Average single man-hour rates including overtime if any, supervision use of

		tools & tackles and other site expenses and incidentals including consumables for carrying out rework/revamping as certified by site as may arise during the course of erection testing and commissioning.	
		- Rs 30.00 (Thirty ) per manhour.	
1.2.3	12.9.2	Average single man-hour rates including overtime if any, supervision use of tools and tackles and other site expenses and incidentals excluding consumables for carrying out rework/revamping as certified by site as may arise during the course of erection testing and commissioning .	
		- Rs 25.00 (twent five) per manhour.	
1.3	Cl no 11.1 shall stand revised as under.		
	11.0	<b>TERMS OF PAYMENT</b>	
	11.1	Billing details/break up is as follows :	
1.3.1	11.1.1	Payment shall be released on Pro - rata monthly basis on each item of works against submission of bills.	
1.3.2	11.1.2	It may please be noted that the break up given above is notional break up only, solely to facilitate progress billing thereof. The lump-sum contract price and contract conditions shall remain unchanged and difference, if any, shall be adjusted in accordance with total individual allocation as above and shall be paid alongwith the last pro-rata bill for individual item.	
1.3.3	11.1.3	Items not appearing in the above break-up but required for the purpose of system completion as per technical specification / drawing shall be executed with out any cross reference to the payment break-up and no additional payment shall be released by BHEL.	
1.3.3	11.1.4	BHEL site may further split up broad % progressive payment to maintain suitable fund flow in commensurate with the progress of the work	
1.3.4	I)	<b>MATERIAL MANAGEMENT WORK</b>	
		SL. NO.	ACTIVITY DESCRIPTION
		1	UNLOADING TRANSPORTING TO OPEN/ COVERED STORES
		2	STACKING
		3	VERIFICATION
		4	UPDATION OF STORE DOCUMENTS
		5	ISSUE OF MATERIAL TO ERECTION AFTER IDENTIFICATION OF LOCATION
			GRAND TOTAL
			PERCENTAGE OF BILLING
			50 %
			20%
			10%
			10%
			10%
			100 %
1.3.5	II)	<b>ERECTION, TESTING, COMMISSIONING JOB</b>	
	A	PANEL (REFER TO SL NO. 1.0 & 1.4 OF SCH-3 OF PRICE SCHEDULE, VOLUME-III A)	
		SL. NO.	ACTIVITY DESCRIPTION
		1	PLACEMENT
		2	ERECTION
		3	ALIGNMENT & TESTING
		4	COMMISSIONING
		GRAND TOTAL	
			PERCENTAGE OF BILLING
			55%
			15%
			20 %
			10%
			100 %

1.3.6	B	CABLE/ WIRE (REFER TO SL NO. 2.0,3.0,4.0 OF SCH-3 OF PRICE SCHEDULE,VOLUME-IIIA)		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	LAYING	55%
		2	DRESSING	10%
		3	TERMINATION	10 %
		4	LOOP CKECKING	20%
		5	COMMISIONING	5%
			GRAND TOTAL	100 %
1.3.7	C	CABLE TRAY (REFER TO SL NO. 5.0 OF SCH-3 OF PRICE SCHEDULE,VOLUME-IIIA).		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	ERECTION	75%
		2	ALIGNMENT	20%
		3	TRAY COVERING/COMPLETION	5 %
		GRAND TOTAL	100 %	
1.3.8	D	STRUCTURE STEEL/ANGLE/ROD/ELECTRODE/PIPE/GI STRIP ETC. (REFER TO SL NO. 6.0,7.0,8.0 OF SCH-3 OF PRICE SCHEDULE,VOLUME-IIIA).		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	ERECTION	75%
		2	ALIGNMENT	20%
		3	COMPLETION	5 %
		GRAND TOTAL	100 %	
1.3.9	E	BALANCE ITEMS		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	ERECTION	90%
		2	COMPLETION	10%
		GRAND TOTAL	100 %	
1.3.10	F	TRANSFORMER (REFER TO SL NO.1.3 OF SCH-3 OF PRICE SCHEDULE, VOLUME-IIIA).		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	PLACEMENT	50%
		2	ERECTION	15%
		3	OIL FILTRATION	10%
		4	TESTING	15%
		5	COMMISIONING	10%
		GRAND TOTAL	100 %	
1.3.11	III)	SUPPLY & ERECTION ITEMS CORRESPONDING TO SCH-4 OF PRICE SCHEDULE, VOLUME-IIIA		
		SL. NO.	ACTIVITY DESCRIPTION	
		1	SUPPLY & ERECTION	90%
		2	COMPLETION	10%
		GRAND TOTAL	100 %	

<b>2.0</b>	<b>Volume- IIIA</b> Job “Erection, testing, commissioning etc of GT, ST, UAT, misc transformers, bus-duct, HT/ LT SWGR/ panels, misc panels, cabling work etc for 2x525 MW units at Maithon RB TPS, Jharkhand.” Vide TENDER NO - PSER:SCT:MTN-E1032:09 in SCH-3 ,PRICE SCHEDULE,VOLUME-IIIA, REV-0 shall be read as “Work of material management work involving receipt, unloading, handling, storage, preservation etc. and erection, testing & commissioning for power evacuation work of 1 x 20 MW STG + 1 x 150 TPH gas/oil fired BIR, based CPP at IOCL Barauni refinery project.”Vide TENDER NO - PSER:SCT:BRN-M1066:09
<b>3.0</b>	<b>General</b>
3.1	Bidder shall submit offer strictly in compliance with technical specification and tender terms along with amendment/ clarifications issued subsequently till date.
3.2	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.	
Job	Work of material management work involving receipt, unloading, handling, storage, preservation etc. and erection, testing & commissioning for power evacuation work of 1 x 20 MW STG + 1 x 150 TPH gas/oil fired BIR, based CPP at IOCL Barauni refinery project.	
Ref	01	Tender no PSER:SCT:BRN-M1066:09.
	02	BHEL's NIT, vide reference no PSER:SCT:BRN-M1066:2049, dated 26-11-09.
	03	BHEL's TCN-01, vide reference no PSER:BRN-M1066:TCN-01, dated 04-12-09.
	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 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)