



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TENDER CHANGE NOTE 01 (TCN – 01) DT:10-06-2009

WITH REFERENCE TO THE NIT, PUBLISHED IN THE WEB SITES FOR RECEIPT OF MATERIALS, HANDLING AT SITE/STORAGE YARD/STORES, TRANSPORTATION TO SITE OF WORK, PRE-ASSEMBLY, ERECTION, TESTING, GROUTING OF COLUMNS / ROTATING EQUIPMENTS, ALIGNMENT, WELDING, NDT, TESTING, COMMISSIONING & HANDING OVER OF STEAM TURBINE & AUX ETC OF 2X500 MW UNIT-1&2 AT KODERMA THERMAL POWER PLANT, KODERMA, JHARKHAND, FOLLOWING CHANGES MAY PLEASE BE NOTED AND COMPLIED WHILE SUBMITTING THE OFFER FOR THE SUBJECT JOB.

REF: TENDER DOCUMENT NO-PSER:SCT: KDM-T1020:09

Based on the queries raised by bidder against pre-bid, clarifications have been furnished in the enclosed ANNEXURE-BB(PRE-BID CLARIFICATIONS)

BIDDERS TO NOTE THAT ALL TCNS WILL FORM PART OF TECHNICAL SPECIFICATION & SPECIAL CONDITION OF CONTRACT OF TENDER DOCUMENT.

ALL OTHER TERMS & CONDITIONS OF THE TENDER SHALL REMAIN UNCHANGED.

SDGM (SCT)

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 / 1684

PRE-BID CLARIFICATIONS(TCN-01)

JOB: ISSUE OF TENDER FOR RECEIPT OF MATERIALS, HANDLING AT SITE/STORAGE YARD/STORES, TRANSPORTATION TO SITE OF WORK, PRE-ASSEMBLY, ERECTION, TESTING, GROUTING OF COLUMNS/ROTATING EQUIPMENTS, ALIGNMENT, WELDING, NDT, TESTING COMMISSIONING & HANDING OVER OF STEAM TURBINE & AUX ETC.OF 2X500MW UNIT-1&2 AT KODERMA THERMAL POWER PLANT,KODERMA, JHARKHAND

| Sl. no | Reference clause of tender document | Existing provision | Bidder's query | BHEL's clarification |
|--------|-------------------------------------|--|--|---|
| 1 | Vol-II, Page 3/83, clause 23 | Arrangement of fixing of steam blowing and hydro-test blanks and restoration. | Providing of test- Blanks is considered in BHEL's scope. Kindly confirm. | Agreed |
| 2 | Vol-II, Page 42/83, clause 5.4.1 | All welding consumables including electrodes/SS Electrodes/filler wires is in the contractors scope. Any TIG/Filler wire supplied by BHEL Manufacturing Unit for use in TG area, shall be issued free of cost by BHEL. | We assume that all TIG/Filler Wire will be supplied by BHEL – free of charges. Kindly confirm. | As per tender |
| 3 | Vol-II, Page 42/83, clause 5.4.3 | The contractor shall provide all consumables required for carrying out the work covered under this scope of work including TIG/Filler wires for welding of piping joints. | Same as above. | As per tender |
| 4 | Vol-II, Page 49/83, clause 8.2 | FILLER WIRE FOR TIG WELDING All filler wires (except special filler supplied by BHEL/Manufacturing Units as free issue) shall be arranged by the contractor within the quoted rate at no extra cost to BHEL. | Please provide the scope of SPECIAL FILLER WIRE. | The scope is similar to any 500 MW set. |
| 5 | Vol-II, Page 47/83, clause 6.10 | After the start of commercial operation of machine, commissioning activities will continue..... contractor to provide following manpower till handing over of the respective 525 MW Unit(s) to the customer..... | Please specify Maximum Man-hours to be provided by the bidder. | The maximum limit can not be specified as it depends on equipment behaviour and quality of workmanship in installation. |
| | | | | |

| Sl no | Reference clause of tender document | Existing provision | Bidder's query | BHEL's clarification |
|-------|---|--|--|--|
| 6 | Vol-II, Page 29/83, Clause 4.11.15 | During pre-commissioning & commissioning time, it shall be the responsibility of contractor to provide following manpower along with Engineers/Supervisors as part of commissioning jobs till handing over of the set to the customer for each 500 MW Units. Manpower module strength(minimum) 1) Supervisor 2 Nos. 2) Pipe fitter/Millwright fitter 2 Nos. 3) welder 2 Nos. 4) Rigger 3 Nos. 5) Electrician/instrument technician 2 Nos. each 6) unskilled worker 6 Nos. | Please specify Maxim. Man-hours to be provided by the bidder. | The maximum limit can not be specified as it depends on equipment behaviour and quality of workmanship in installation. |
| 7 | Vol-II, Page 49/83, Clause 8.3.2 | EOT crane in TG hall will be issued on need basis and is to be shared with other contractors. Qualified & Experienced operators are to be provided by the contractor on full time basis. Carrying out routine maintenance/ servicing , providing manpower, tool & tackles for any repair / rectification of the cranes is also in the scope of the contractor. | Operator & Maintenance charges of EOT should also to be shared with other Contractors, as per usage of individual agency. Kindly accept & confirm. | As per tender |
| 8 | Vol-II, Page 79/83, APPENDIX-VI | TENTATIVE LIST OF CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR WITHIN QUOTED RATES | Please specify the nature & scope of consumables to be supplied by BHEL free of cost during pre-commissioning & commissioning, as mentioned in the "foot- note" of Appendix –VI. | BHEL shall supply chemicals lubricants and gases required for various BHEL equipment commissioning only. |
| 9 | Vol-II, Page 56/83, Clause 11.1.2 & page 57/83 cl. 11.3 | Duration: 20 (Twenty) months from the date of start of work for U#1 and U#2. completion period (18 months each unit) | Duration is 20 Months, from the start date of each unit. Please confirm. | *Completion period of each unit shall be 18 months from start of erection of respective units. |

| Sl no | Reference clause of tender document | Existing provision | Bidder's query | BHEL's clarification |
|-------|-------------------------------------|---|--|---|
| 10 | Vol-II, Page 62/83, Clause 13.8 | EXTRA WORK RATES FOR HIGH PRESSURE JOINTS/ OTHER THAN HP JOINTS | Request you to review & enhance the rates, as the indicated rates in the tender clauses are not-workable as per present market situation. | As per tender . |
| 11 | Vol-II, Page 59/83, Clause 12.0 | TERMS OF PAYMENT | Request you to provide Mobilisation Advance @15% of the Contract Price (interest free). | Mobilisation Advance can not be given. Other details are as per tender. |
| 12 | GCC, Page 17/53, clause 7.3.3.2 | SECURITY DEPOSIT (SD): 50% of Security Deposit (SD)..can be paid in the form of Bank Guarantee (BG). Balance amount of the security deposit {i.e. (Total SD) – (50 % SD amount deposited in the form of BG) – (EMD amount)} can be paid either in cash/ other form.... | Please accept BG for 100% value of SD, instead of 50% value, against Security Deposit. (Like your latest tender pkgs. of Boiler-Barh, Koderma–Piping Erection etc.) | THE CLAUSE NO. 7.3 OF SECURITY DEPOSIT IS REVISED AS DETAILED BELOW:- |
| 13 | Vol-II, Page 57/83, Clause 11.3 | Liquidated damages (LD) a sum equivalent to 0.05 % of the contract price, for delay of each day . The liability for delay shall not in any case exceed 10 % (ten percent) of the contract price | 0.05 % of the contract price for delay of each day is very high & also not similar with tender for TG-Mithon (i.e. @0.25% per week, Maxm. Ceiling Limit 5% of Contract Price). May kindly revise the rate of LD per week / maxm. Limit of LD & confirm. | As per tender |
| 14 | Vol-II, Page 72/83, Appendix-III | CONSOLIDATED WEIGHT SCHEDULE FOR UNIT#1, UNIT#2 & COMMON SYSTEM OF KODERMA PROJECT | The Total Weight 7377 MT is not matching from the break-up provided in A – J. Kindly Clarify the same. | The quantities/weights mentioned both in the detail break-up of weight schedule and the consolidated weight schedule is approximate only. The detail break up consists mainly of major equipment/item. |

| | | |
|----------|---|--|
| 7.3 | SECURITY DEPOSIT (SD) | |
| 7.3.1 | Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL. | |
| 7.3.2 | The amount of Security Deposit shall be as follows: | |
| | a) In the case of work up to ten lakhs | 10% |
| | b) In the case of work costing above Rs.10 lakhs upto Rs. 50 lakhs | Rs.1[One] lakh plus 7.5% of the amount exceeding Rs10 lakhs. |
| | c) Above Rs 50 lakhs | Rs.4 [Four] lakhs plus 5% of the amount exceeding Rs 50 lakhs. |
| 7.3.3 | The Security deposit may be deposited in any of the following form: | |
| 7.3.3.1 | The total Security Deposit as indicated in the letter of intent can be paid in cash (as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/local cheques of Scheduled Banks (subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent. | |
| 7.3.3.2 | The Security Deposit as indicated in the letter of intent can be paid in the form of Bank Guarantee from Scheduled Banks / Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed. | |
| 7.3.3.3 | The security deposit may be submitted through securities from Post Offices such as National Savings Certificates / Kisan Vikas Patras etc. (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back). | |
| 7.3.3.4 | The security deposit may be submitted by Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back. | |
| 7.3.3.5 | The security deposit can be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. However, in such cases at least 50% of the Security Deposit should be deposited before start of work and the balance may be recovered from RA bills. | |
| 7.3.3.6 | Acceptance of security deposit against sl. No. 7.3.3.3 & 7.3.3.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith. | |
| 7.3.3.7 | If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him. | |
| 7.3.3.8 | Earnest Money deposit of the successful tenderer can be converted and adjusted against the Security Deposit. | |
| 7.3.3.9 | Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work. | |
| 7.3.3.10 | If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon. | |

ANNEXURE-BB

| | |
|----------|---|
| 7.3.3.11 | BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL. |
| 7.3.3.12 | In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection / recovery of initial 50% Security Deposit. |
| 7.3.4 | <p>Return of Security Deposit</p> <p>If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to BHEL taken / borrowed or hired by him for carrying out the said works, half of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification.</p> |
| 7.3.5 | No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL. |