



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 02

Ref: PSER:SCT:BNP-C1614:TCN-02

Date: 02-12-2014

Sub	Tender change notice (TCN) 02	
Job	Design, Supply, Erection & Finishing works if any etc. to SITE Pre-Fabricated office building using Plastocrete panels including & its supporting structure, internal & external plumbing & sewage connections all complete including supply of Modular furnishing items, Airconditioner etc. for 2 X 660 MW IB TPS, BANHARPALLI, ORISSA.	
Ref	1.0	Tender No. PSER:SCT:BNP-C1614:14
	2.0	BHEL's NIT, vide reference no PSER:SCT:BNP- C1614:4002, dated 22-10-2014.
	3.0	BHEL's TCN-01, vide reference PSER:SCT:BNP-C1614:TCN-01, dated 06-11-2014.
	4.0	All other pertinent issues till date.

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

- 1.0 PI. refer the attached revised tender terms as per [Annexure-A](#).
- 2.0 Due date of offer submission is extended to 09-12-2014.
- 3.0 [BOQ cum price schedule format VOL-III](#), PRICE SCHEDULE, REV-0 issued with the has been revised as [VOL-III- PRICE SCHEDULE, REV-01](#) which is enclosed herewith. As such you are requested to consider the revised BOQ/price schedule only and quote your price accordingly. Offer from bidders in superseded price schedule (Vol-III, REV-0) shall not be considered. Bidders are also requested to submit a declaration in techno-commercial offer that they have submitted their price bid in sealed envelope as per [REVISED price schedule format \(VOL-III , PRICE SCHEDULE , REV-01\)](#)
- 4.0 [Revised 'No deviation certificate'](#) as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 5.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR.ENGR (SCT)

Encl

- 1.0 Annexure-A.
- 2.0 Revised 'No deviation certificate'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

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	Design, Supply, Erection & Finishing works if any etc. to SITE Pre-Fabricated office building using Plastocrete panels including & its supporting structure, internal & external plumbing & sewage connections all complete including supply of Modular furnishing items, Airconditioner etc. for 2 X 660 MW IB TPS, BANHARPALLI, ORISSA.	
Ref	1.0	Tender No. PSER:SCT:BNP-C1614:14
	2.0	BHEL's NIT, vide reference no PSER:SCT:BNP- C1614:4002, dated 22-10-2014.
	3.0	BHEL's TCN-01, vide reference PSER:SCT:BNP-C1614:TCN-01, dated 06-11-2014.
	4.0	BHEL's TCN-02, vide reference PSER:SCT:BNP-C1614:TCN-02, dated 2-12-2014
	5.0	All other pertinent issues till date.

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)

VOLUME-III PRICE SCHEDULE, REV-01	
JOB: DESIGN, MANUFACTURING, SUPPLY, RECEIPT AT SITE, ERECTION & FINISHING WORKS IF ANY ETC AND HANDING OVER TO SITE PRE- FABRICATED OFFICE BUILDING USING PLASTOCRETE PANELS INCLUDING FOUNDATION, ELECTRICALS, FURNITURE, SANITARY, SEPTIC TANK, WATER TANK & ITS SUPPORTING STRUCTURE, INTERNAL & EXTERNAL PLUMBING & SEWAGE CONNECTIONS ALL COMPLETE FOR 2 X 660 MW IB THERMAL POWER STATION, BANHARPALLI, ORISSA.	
TENDER NO : PSER:SCT:BNP-C1614:14.	
PREAMBLE	
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with Volume-IB, ID, IE , Volume – IF and other tender sections as applicable.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, taxes(except service tax), transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
5	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ($\pm 15\%$) of the awarded price as per LOI .
6	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.
7	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill.This condition shall not be applicable where the tender is finalised through Reverse Auction.
8	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
9	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same.
10	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
11	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.

TENDER NO : PSER:SCT:BNP-C1614:14.**PREAMBLE**

12	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
13	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
14	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them.
15	Bidders to note that for Civil &/Structural packages, against a particular item against a ST No. appearing in more than one schedule of the BOQ, same rate must be quoted in all schedules for that particular items with same descriptions. If by error, different rates are quoted in different schedules for same ST No. (i.e. item with same description), then the higher of the rates shall be considered for evaluation but awarding shall be done with the lower rate, if the bidder becomes L-1."
16	In case of Lumpsum contracts, addition or deletion of the scope beyond the variation limit specified shall be derived from the quoted Lumpsum price and the tendered scope of work considering the allowable variation limit.
17	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
18	In case of tender for Civil and/or Structural works, the Non-schedule items are not quoted by the bidder, it will be treated at par with rate of corresponding item of CPWD/PWD/DSR schedule as prescribed in the tender/BOQ cum Rate Schedule.
19	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
20	Bidder's GRAND Total price will be considered for evaluation unless stated otherwise.
21	In case of BOP packages, if Bidder does not quote/indicate the price for freight charges against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoted price against each item keeping the total quoted price unaltered.

**VOLUME-III
PRICE SCHEDULE,REV-01**

JOB: DESIGN, SUPPLY, ERECTION & FINISHING WORKS IF ANY ETC. TO SITE PRE-FABRICATED OFFICE BUILDING USING PLASTOCRETE PANELS INCLUDING & ITS SUPPORTING STRUCTURE, INTERNAL & EXTERNAL PLUMBING & SEWAGE CONNECTIONS ALL COMPLETE FOR 2 X 660 MW IB THERMAL POWER STATION, BANHARPALLI, ORISSA.

TENDER NO : PSER:SCT:BNP-C1614:14.

RATE SCHEDULE FOR OFFICE BUILDING

SL. NO.	Description of Item	QTY	AMOUNT (INR)
1	LUMPSUM PRICE FOR DESIGN, MANUFACTURING, SUPPLY, RECEIPT AT SITE, ERECTION & FINISHING WORKS IF ANY ETC. AND HANDING OVER TO SITE PRE- FABRICATED OFFICE BUILDING USING PLASTOCRETE PANELS INCLUDING FOUNDATION, ELECTRICALS, FURNITURE, SANITARY, SEPTIC TANK, WATER TANK & ITS SUPPORTING STRUCTURE, INTERNAL & EXTERNAL PLUMBING & SEWAGE CONNECTIONS ALL COMPLETE.	1 NO.	

NOTE

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| 1.0 | Bidder to note that above lumpsum price shall be considered for evaluation & awarding. As such price should be complete in all respect for the full scope defined and considering all terms and conditions. |
| 2.0 | Successful bidder shall obtain prior approval of BHEL for 'equivalent' make of any item and obtain BHEL's clearance in writing before procurement & supply of items to site. |
| 3.0 | Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer. |
| 4.0 | Based on total quoted/ accepted price, separate order shall be placed for (i) Supply part, at 75 % of total quoted/ accepted price and (ii) Service part, at 25 % of total quoted/ accepted price.' |

VOLUME-IF-TCC-CML	
2.0	SCOPE OF CONTRACT
2.1	<p>SUPPLY</p> <p>Design, manufacturing, supply, etc to site pre-fabricated office building materials, using plastocrete panels, including electrical, furniture, sanitary, septic tank, water tank & its supporting structure, internal & external plumbing & sewage connecting materials, all complete. Successful bidder shall guarantee for design performance, materials supplied, covered under the scope of the contract, for 1 year of operations.</p>
2.2	<p>SERVICE PART</p> <p>Receipt of supplied items at site, construction of civil work of foundation, etc, erection & finishing works of pre-fabricated office building, using plastocrete panels, including electricals, furniture, sanitary, septic tank, water tank & its supporting structure, internal & external plumbing & sewage connections, etc and handing over to BHEL, all complete. Successful bidder shall guarantee for the scope for 1 year of operations after complete erection and handing over to BHEL.</p>
9.0	COMPLETION PERIOD AND EXECUTION SCHEDULE
9.1	COMPLETION PERIOD
9.1.1	<p>SUPPLY PART</p> <p>Successful bidder shall complete the entire scope except supply of furniture and Air Conditioner as per tender within 60 days from the date of LOI.</p> <p>However, Complete supply of furniture and Air Conditioner is to be made within 70 days from the date of LOI.</p>
9.1.2	<p>SERVICE PART</p> <p>Successful bidder shall complete the entire scope as per tender within 75 days from the date of LOI including installation of furniture & Air Conditioner.</p>
9.2	EXECUTION SCHEDULE
9.2.1	Successful bidder shall submit correct and complete drawings/ documents to BHEL site engineer for approval within 5 days from the date of LOI.
9.2.2	Subject to correctness and completeness of the drawings, BHEL will approve the same within 3 days from date of submission.
9.2.3	Based on approved drawing/ document, successful bidder shall submit detail billing schedule for supply & service including civil work, within 5 days of approval by BHEL.
9.2.4	Subject to correctness and completeness of billing schedule, BHEL will approve the same within 3 days from date of submission.
9.2.5	Successful bidder shall complete supply progressively so as to complete entire supply within stipulated completion period of supply part.
9.2.6	Successful bidder shall mobilise at site within 10 days of LOI to start site activities.
9.2.7	Successful bidder shall complete site activities, including civil work, etc in such a manner to complete entire scope including handing over to BHEL, within stipulated completion period for service part.
9.2.8	In case additional quantity over & above approved billing schedule or any additional item, not included in approved billing schedule, is required to be supplied and/ or executed for completion of scope, successful bidder shall supply & execute the same at no extra cost to BHEL.
10.0	TERMS OF PAYMENT

10.1	The contractor shall submit their running bill (RA bill) once in a month, at the end of the month, as per billing schedule of this tender. RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed, 95 % of gross bill value will be paid after passing of the bill. However, no extra payment shall be made in the event of delay in release of payment.
10.2	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor shall on the certification of the BHEL engineer at site, be entitled to payment explained hereunder.
10.3	SUPPLY PART
10.3.1	85 % rate/ price as per approved billing schedule will be released on pro-rata basis on receipt of material at site, based on certificate of BHEL.
10.3.2	5 % of total supply contract price will be released on receipt of entire material at site, based on certificate of BHEL.
10.3.3	In case additional quantity over & above approved billing schedule or any additional item, not included in approved billing schedule, is required to be supplied for completion of scope of supply, successful bidder shall supply the same at no extra cost to BHEL.
10.3.4	10 % of total supply contract price will be released on completion of supply & installation of site office, complete in all respect, based on certificate of BHEL.
10.4	SERVICE PART
10.4.1	85 % rate/ price as per approved billing schedule will be released on pro-rata basis on completion of installation/ execution of activity at site, based on certificate of BHEL.
10.4.2	In case additional quantity over & above approved billing schedule or any additional item, not included in approved billing schedule, is required to be executed for completion of scope, successful bidder shall execute the same at no extra cost to BHEL.
10.4.3	15 % of total service contract price will be released on completion of installation/ execution of entire scope at site, based on certificate of BHEL.
10.5	The final bill will be sent to BHEL/HQ/Kolkata for scrutiny and payment will be made afterwards only.
10.6	The aforesaid retained amount of 5% will be paid after guarantee period of 12 months. The guarantee period shall commence from the date of completion and handed over of office building to BHEL. However, this 5% payment can also be released against submission of matching Bank Guarantee from a nationalized/ scheduled bank in the prescribed proforma of BHEL valid for one year from the date of commencement of guarantee period.
10.7	Contractor's RA bill, complete & correct in all respects, accompanied with EPF compliance certificate from EPF authority, certified by BHEL engineer, shall be paid after 30 days of submission of bill. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding actual work executed in measurement book and bills for work.
10.8	Each RA bill shall accompany with latest agreed & jointly signed L-3 construction schedule, as enumerated in this tender.
10.9	All admissible recovery/ adjustment, etc shall be made from interim payable amount.
10.10	Detail billing schedule shall be submitted by you to Project/Construction Manager,BHEL for approval within 30-days of LOI.

10.11	BHEL site at its discretion may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
11.0	MODE OF AWARDING AND CONTRACT PRICE
11.1	Bidders should quote price as per format, Volume-III (Latest Revision) provided in the tender. Bids shall be evaluated based on total price quoted.
11.2	Based on total quoted/ accepted price, separate order shall be placed for (i) Supply part, at 75 % of total quoted/ accepted price and (ii) Service part, at 25 % of total quoted/ accepted price.
11.3	While supply part covers supply of materials, complete in all respects for completion of scope
13.0	TAXES AND DUTIES
13.1	All taxes including Service Tax, Educational Cess, Entry Tax and other Cess, Entry Tax, Works Contract Tax/ VAT under state VAT Act, charges royalties, duties, Cess, 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. Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements after taking the Input Credit, if any, as per provisions of the state VAT Act. The contractor is responsible to furnish all documentary evidences towards payment of Works Contract Tax as & when required by BHEL. Submission of Tax Invoice is a must after grossing up the bills as the price is inclusive of VAT. The bidder must note that Bidder is required to provide us Tax – Invoice wherein VAT TAX on Materials used/ consumed must appear with applicable Tax rate. In other words, Tax Invoice would clearly show vivisection of Materials and Services value separately. If vivisection is not possible, the bidder may follow RULE 6 – APPENDIX of Orissa Value Added Tax Rules, 2005 – towards expenses on account of labour and service – i.e % of labour, service and like charges of the total value of the works – 30 %.
13.5	Way Bill: BHEL will arrange to issue Way Bill, if required, for bringing materials only as per approved billing schedule for supply part only from outside state to Odisha. The bidder have to make their own arrangement at their cost for completing the formalities, if required, with state VAT Act authorities, for bringing their materials, plants & machinery at site for execution of the works under this contract and Road Permit/ Way Bill, if required, for these items shall be arranged by the contractor. BHEL will not supply any Road Permit/ Way Bill for this purpose.
13.10	CLAUSE DELETED.
VOLUME-III	
NOTE 4	Based on total quoted/ accepted price, separate order shall be placed for (i) Supply part, at 75 % of total quoted/ accepted price and (ii) Service part, at 25 % of total quoted/ accepted price.