



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:RWD-M1364:TCN-02

Date: 19-06-2012

Sub	Tender change notice (TCN) 02	
Job	Design, fabrication, manufacturing, testing, transportation from vendor's works to port of despatch in India, unloading and handling at site, storage and preservation, issue and local transportation at site, erection, testing and commissioning of Gates and Penstock (HM Package material) at 2 x 14 MW Nyaborongo HEP at Republic of Rwanda, Africa.	
Ref	1.0	Tender no PSER:SCT:RWD-M1364:12.
	2.0	BHEL's NIT, vide reference no PSER:SCT:RWD-M1364:2840, dated 06-06-2012.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:RWD-M1364:TCN-01, dated 15-06-2012.
	4.0	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 Amendment/modifications 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

Design, fabrication, manufacturing, testing, transportation from vendor's works to port of despatch in India, unloading and handling at site, storage and preservation, issue and local transportation at site, erection, testing and commissioning of Gates and Penstock (HM Package material) at 2 x 14 MW Nyaborongo HEP at Republic of Rwanda, Africa.

TENDER NO - PSER:SCT:RWD-M1364:12.

SL NO	AMENDMENT/ MODIFICATION	
1.0	Volume-IC&ID	
1.1	Clause no 22.1.5, 23.0, 50.26 stand deleted.	
1.2	Clause no 27.0(LIQUIDATED DAMAGES) of VOLUME-IC&ID stands revised as under.	
1.2.1	27.1	Subject to force majeure, if contractor fails to supply and/ or erect all required materials / equipment within aforesaid completion period, BHEL shall have the right to recover as Liquidated damages (LD), a sum equivalent to 0.1% of the total Contract Price, including taxes, duties etc for delay of every one (1) day. The liability for delay shall not in any case exceed 10 % (ten percent) of the total contract price, including taxes and duties.
1.2.2	27.2	BHEL shall deduct the amount of such compensation from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees / security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.
1.2.3	27.3	BHEL reserve the right to purchase from elsewhere on account of and at the risk & cost of the contractor without notice to the contractor of the equipment/materials not so delivered, without canceling the order/contract in respect of the equipment/materials not yet due for delivery.
1.2.4	27.4	BHEL reserve the right to cancel the order / contract or a portion thereof for the stores not so delivered at the risk & cost of the contractor and the contractor shall be liable to BHEL for any excess costs thereof.
1.2.5	27.5	The contractor shall continue the performance of the order / contract under all circumstances, to the extent not cancelled.
1.2.6	27.6	Where action is taken as per above, the contractor shall be liable for any loss, which BHEL may sustain on that account. The contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on any part of BHEL to serve a notice of such purchase on contractor.
1.3	Clause no 22.2 of VOLUME-IC&ID stands revised as under.	
	22.2	SERVICES
1.3.1	22.2.1	The details of Terms of Payment for services work shall be as under :
	22.2.1.1	Eighty (80%) percent payment of contract price, item-wise on pro-rata basis for the erection completed as per approved billing schedule shall be released as progressive payment on submission of protocols duly signed by BHEL site official(s) / Owner. Out of this 80 %, 1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In

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		case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.
22.2.1.1.1		0.7 % shall be paid on compliance of house keeping of contractor's working area and store/ office areas.
22.2.1.1.2		0.3 % shall be paid on compliance of general illumination of contractor's working area and stores, office area.
22.2.1.1.3		0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
22.2.1.1.4		0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
22.2.1.2		10% of the contract price, item-wise shall be paid on pro-rata basis against successful commissioning of system as per approved billing schedule on submission of protocols duly signed by BHEL site official(s) / Owner.
22.2.1.3		5% of the contract price shall be released against trial run of the unit.
22.2.1.4		5% of the contract price shall be released against i) successful completion of the PG test / demonstration test of the unit, ii) material reconciliation, liquidation of pending points, handing over etc. and iii) on submission of equivalent amount of BG valid till completion of Guarantee / Warranty period. However, vendor shall comply with all formalities required for final billing / contract closing before drawing the last payment.
22.2.2		Detail billing schedule shall be submitted by the successful vendor to BHEL for approval within 60-days of LOI.
22.2.3		BHEL, at discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
22.2.4		The decision of BHEL in this regard shall be final and binding on the contractor.
22.2.5		Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure. All admissible recovered/ adjustments etc shall be made from the interim payable amount. BHEL reserve the right to release payment through electronic mode, for which bidder shall comply with requisite formalities.
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.	
Job	Design, fabrication, manufacturing, testing, transportation from vendor's works to port of despatch in India, unloading and handling at site, storage and preservation, issue and local transportation at site, erection, testing and commissioning of Gates and Penstock (HM Package material) at 2 x 14 MW Nyaborongo HEP at Republic of Rwanda, Africa.	
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	02	BHEL's NIT, vide reference no PSER:SCT:RWD-M1364:2840, dated 06-06-2012.
	03	BHEL's TCN-01, vide reference no PSER:SCT:RWD-M1364:TCN-01, dated 15-06-2012.
	04	BHEL's TCN-02, vide reference no PSER:SCT:RWD-M1364:TCN-02, dated 19-06-2012.
	05	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)