



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT: SRG-M1558:TCN-02

Date: 05-06-2014

Sub	Tender change notice (TCN) 02	
Job	Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.	
Ref	1.0	Tender no PSER:SCT:SRG-M1558:14
	2.0	BHEL's NIT, vide reference no PSER:SCT:SRG-M1558:3739, dated 15/05/2014.
		BHEL's TCN-01, vide reference PSER:SCT: SRG-M1558:TCN-01, dated 26-05-2014.
	3.0	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 Clarification to bidder's queries as per attached Annexure-A
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR.ENGR (SCT)

Encl : As above.

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, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.	
Ref	1.0	Tender no PSER:SCT:SRG-M1558:14
	2.0	BHEL's NIT, vide reference no PSER:SCT:SRG-M1558:3739, dated 15/05/2014.
	3.0	BHEL's TCN-01, vide reference PSER:SCT: SRG-M1558:TCN-01, dated 26-05-2014.
	4.0	BHEL's TCN-02, vide reference PSER:SCT: SRG-M1558:TCN-02, dated 05-06-2014.
	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)

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

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Annexure-I to Section-C2, Volume II B	Scope of electrical works	Annexure 1 of section C2 specifies that all the power cables, control cables, Screen control cables, Local push button stations & MS Rods for earthing shall be supplied free of cost where as NIT states that only cement & reinforcement steel shall be supplied free of cost. Kindly confirm if power cables, control cables, Screen control cables, Local push button stations & MS Rods for earthing shall be issued free of cost by BHEL or not.	Power cables, control cables, Screen control cables, Local push button stations & MS Rods for below ground earthing shall be supplied BHEL.
2	Clause 5.8, PART G, Section-D4.6, Volume-VI, Spec. No. TCE.5750A-H-500-001 of volume II B	Sulphate resisting cement	Kindly confirm if sulphate resisting cement shall be issued free of cost by BHEL	It is clarified that only OPC Cement is to be used for sub structure as well as superstructure work of the subject package. Required Cement shall be supplied free of cost to the vendor by BHEL as per clause no. 12 of Vol-1D.
3	Clause 12.2 of SCC - Volume I D & Clause 1.01.0 of Section A of Volume II B	Volume I D specifies: While BHEL will issue free of cost cement and reinforcement steel as per tender provision... Voulme II B specifes: Cement, reinforcement steel & structural steel required for complete civil works of NDCT are excluded from bidders scope. these shall be supplied free of cost by BHEL.	Volume I D specifies that only reinforcement steel & cement will be issued free of cost where as section A of volume II B specifies Structural Steel, Reinforcement steel & cement will be issued free of cost. Kindly clarify whether BHEL will issue structural steel as free issue material or not.	Only Re-inforcement steel and cement will be provided by BHEL free of cost to the vendor. Supply of Structural steel , as required, will be under the vendor's scope. Vendor's quoted rate shall be inclusive of the same.

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
4	Clause 6.5.1 of Volume I B & Clause 20 of Volume ID	<p>The referred clause of Volume I B specifies: Time is the... the contractor agrees to pay compensation (penalty) to BHEL. The above agreed compensation shall be a penalty equivalent to 1/4 % (one fourth percent) of the total contract price (irrespective of lump sum or item-rate contract or others) excluding elements of EXCISE DUTY and Sales Tax (if quoted by the contractor separately) per week or part thereof of the delay subject to a maximum of 10% (ten percent) of the total executed contract price including elements of taxes, duties etc. Complete.</p> <p>The clause of Voulme I D specifes: Subject to force majure..., BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the contract price, including taxes, duties (service part of the price schedule) for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price, including taxes, duties (service part of the price schedule)..</p>	<p>Both the clauses talk about compensation for delay but GCC talks about penalty whereas the SCC talks about Liquidity Damages.</p> <p>Kindly confirm which clause prevails.</p>	<p>Shall be as per Vol-1C/1D.</p>

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
5	Clause 18 of Volume I C & clause 19 of Volume I D	<p>The clause of Volume I C specifies: The vendor shall supply...that supply gets completed within 20 & 23 months from the date of LOI.</p> <p>The clause of Volume I D specifies: The contractor shall execute the works...are completed within 22 & 25 months from the date of LOI.</p>	We request BHEL to change the completion period .	<p>i) CL. 18.0 of VOL-1C is revised as below- "<u>CL. 18.0 COMPLETION PERIOD</u> <u>FOR UNIT # 7:</u> The contractor shall supply materials in such manner that supply will be completed within 22(Twenty Two) months from the date of LOI.</p> <p><u>FOR UNIT # 8:</u> The contractor shall supply materials in such manner that supply will be completed within 25 (Twenty Five) months from the date of LOI."</p> <p>ii) CL. 19.1 of VOL-1D is revised as below- "<u>FOR UNIT # 7:</u> The contractor shall execute the works in such manner that civil/ structural work, erection, testing, commissioning including trial run and handing over are completed within 24(Twenty Four)months from the date of LOI.</p> <p><u>FOR UNIT # 8:</u> The contractor shall execute the works in such manner that civil/ structural work, erection, testing, commissioning including trial run and handing over are completed within 27 (Twenty Seven) months from the date of LOI.</p>
6	Clause 22 of Volume I C & clause 21 of Volume I D	Payment Terms	We request BHEL to provide 10% interest free mobilisation advance on recoverable basis.	Clause no. 22 of Vol-1C shall be as per tender. Clause no. 21 of Vol-1D is being revised as per Annexure-1, attached.
7	Clause 25.2.4, 25.2.5 of Volume I C	Payment Terms	we request to amend the referred clause and instead ask for Bank Guarantee amounting to 5% of CV which shall be valid till completion of PG test.	as per tender
8	Clause 21.1.3, 21.1.4 of Volume I D	Payment Terms	5% of CV would be would be released on compleion of trial run & 5% of CV would be released on completion of PG test. Having 10% cash retained till project completion would adversely affect the cash flow hence we request to amend the clause and instead ask for Bank Guarantee amounting to 5% of CV which shall be valid till completion of PG test.	Last 10% is as per tender. However pl. refer revised cl. 21.0 of Vol-1D.

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
9	Clause 17.3 of Volume I C	Value Added tax	We presume any variation on VAT, if imposed subsequently by statutory authority, after due date of submission of latest price offer as per NIT & TCN, as applicable, and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL. Kindly confirm if our understanding is in order.	As per cl. no. 17.3.3 of Vol-1C, "Any variation on VAT, if imposed subsequently by statutory authority, after due date of submission of latest price offer as per NIT & TCN, as applicable and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL."
10	Clause 17.2.3 of Volume I C	Value Added tax	We understand that "C-form" shall be issued by BHEL Suratgarh, Rajasthan. Kindly confirm.	"C-form" shall be issued by BHEL Suratgarh site, Rajasthan.
11	Clause 17.12 of Volume I C	Entry tax shall be reimbursed by BHEL on Purchase/Import Value of the Scheduled Goods as per Entry Tax Act, paid by the vendor purchased Inter-state or Intra-state but not for any materials purchased from Suratgarh Local Area .	We presume any variation in Entry Tax, if imposed subsequently by statutory authority, after due date of submission of latest price offer as per NIT & TCN, as applicable, and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL. Kindly confirm if our understanding is in order.	As per Tender.
12	Clause 25.2 of Volume I D	All taxes...Any increase of the same at any stage during execution of the contract shall have to be borne by the contractor....inclusive of all such requirements.	It is not possible at this stage to evaluate any variation in taxes. Even clause 17.7 of Volume I C has provision for reimbursement of variation in taxes. In view of above we request BHEL to reimburse any variation in taxes.	As per Tender.
13	Clause 25.7 of Volume I D	All taxes and duties shall be paid, as applicable, limited to amounts indicated in the break up prices as indicated above...	Clause 25.2 of volume I D states that Service Tax shall be reimbursed by BHEL. But the price format does not specify the bidder to furnish Service Tax. Kindly confirm if Service Tax will be reimbursed by BHEL incase the same is not furnished in the price format. Else kindly furnish the revised price format.	As per Clause no. 25.3 of Vol-1D, Service tax shall be re-imbursed by BHEL.
14	Clause 3.1.4 of Volume I D	Only land if made available by Customer, will be provided for labour colony outside the project premises as per availability, on free of cost to the contractor to construct labour colony/hutment after obtaining approval of layout from BHEL.	We understand that the land for labour colony will be made available by BHEL free of cost. PI confirm.	As per tender

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
15	Clause 20 of Volume IC & Clause 22 of Volume I D	PVC Clause is Not applicable	It is not possible to evaluate exactly the probable variation in prices of major materials for such duration. Hence we request you to kindly include the standard escalation formula for taking care if increase in prices of materials, labour and POL.	as per tender.
16	Clause 3.01.041, Section-C3 (Civil), Volume-IIB	BHEL has carried out detailed Geo-technical investigation in the proposed cooling tower site...Any variation in the data between the one furnished to that found during execution of work at site shall not constitute a valid reason in affecting the terms & condition of this bid & bidder shall note that nothing extra shall be payable on this account...	It is not feasible for the bidder to conduct soil investigation on his own & evaluate any variation in SBC at this stage. Putting the onus of variation in SBC (specified in Bid document) would lead to huge cost implications being loaded in the bid price by the bidders. Since BHEL has carried out detailed geo-technical investigation for the project & has specified maximum SBC to be considered, BHEL can take the onus & avoid such an unnecessary price implication being loaded by the bidders. Hence we request BHEL to amend this clause and reimburse the bidder in case of any variation in soil data.	as per tender.
17	Clause 3.1.1, Volume I D	Graded area shall be handed over to the vendor. Micro finishing has to be done by the vendor before start of any work.	It is indicated that the graded land will be handed over to the vendor. Please clarify whether the site will be handed over at FGL= RL (+) 194.00 M	Graded lvl RL(+) 194.0 will be provided.
18	Clause 9.2 (b) & 10.9, Volume-VI, Section: D 4.6 : Part G, Sh 7 & 8 of 20, Spec. No. TCE.5749A-H-500-001 in Volume II B	Clause 9.2 (b) states: Surcharge load of 15 kNm ² has to be considered at ground/grade level Clause 10.9 (b) states: The basin & channel walls shall be designed for a minimum surcharge load of 20 kN/m ² to allow for construction plant operating in the vicinity.	As per cl. 9.2 (b), Volume-VI, Section: D 4.6 : Part G, Sh 7 of 20 surcharge load of 15kN /m ² has to be considered. Whereas in Cl. 10.9, Volume-VI, Section: D 4.6 : Part G, Sh 8 of 20 surcharge specified is 20kN /m ² . Please confirm the surcharge load to be considered.	Surcharge of 20 Kn/m ² to be considered.
20	NIT, sl.no.1 and vol II B sec A, sl.no.1.01	Free issue items - cement, reinforcement steel and structural steel as per Vol II B	Kindly clarify if structural steel is also supplied by BHEL as free issue as in NIT it doesn't appear.	Pl. refer clarification at Sl. No. 3 above
21	Vol II B, sec C1, clause no.4	Order of precedence in the event of any ambiguity or conflict between the tender documents	It is indicated that annexure A would be the final document. Please clarify which pages are related to annexure A. Our understanding is that the section D 15 only (total 12 pages) relates to annexure A. Kindly confirm.	BHEL confirms that Annexure-A of Section C1 consists of 12 Pages only.

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
22	Vol II B, sec C1, clause no.11.0 performance guarantees	LD for non-achievement of cold water temperature	Please confirm if any tolerance is allowed due to instrument uncertainties.	Please follow technical specification. Tolerance is not acceptable.
23	Vol III, sec D15, datasheet A and vol IIB, sec D1	Hot water temperature : 43 deg.C & 43.14 deg.C.	Kindly clarify the hot water temperature to be considered for design.	Hot Water temperature to be considered as 43.14 deg. C as per cl. No. 2.6 of Datasheet-A of Volume IIB of technical specification.
24	Vol III, sec D15, datasheet A and vol IIB, sec D1	Fill type: The fill type PVC V bar is indicated herein whereas in vol IIB, the fill type "PP Splash grid type fills" is also included.	Please confirm if PP Splash grid type fills is also acceptable.	PP Splash grid type fills is also acceptable as per cl. No. 1.0 of Datasheet-A of Volume IIB of technical specification.
25	Vol VI, specification no. TCE.5750A-H-500-01 for EPC contract - specific technical requirements - civil works	Section D4.6 - part G Natural draft cooling tower	There are various sections enclosed along with volume VI. However, as per our understanding only part G of section D4.6 would be applicable for this package and other sections would be irrelevant in the context of this package. Kindly confirm.	Relevant sections of other parts shall also be part of specification.
26	Vol II B, section C1, 2.01.4 and vol VI, part G, section D4.6, clause 15	Painting to concrete surfaces	Please confirm which is to be followed.	For painting on concrete surface Cl. No. 15.0 of Vol- VI , Part -G to be followed.
27	Vol II B, section C, clause 3.00 geo-technical investigation	Ground water table	Please specify the ground water table to be considered for design.	Design of structure to be done considering ground water table at FGL.
28	Vol IIB, section D1, datasheet, sl.no.8.4	Internal walkway / platform - RCC / HDG steel	There would be restrictions in air flow in case we opt for RCC walkways. Hence we request you to accept FRP gratings as internal walkways.	Please follow technical specification. No deviation is acceptable.
29	Vol IIB, section D1, datasheet, sl.no.10.9	Mandatory spares - fill joining assembly kit - 1 lot	Please note that the fill sheets are glued only in case of film fills and hence for splash fills, it is not applicable. Kindly confirm.	Mandatory spares to be provided as applicable. If the kit is required during contract stage, same shall be supplied without any cost implication to BHEL.
30	Annexure I: clarified water analysis	Water analysis and splash fill type	For the given clarified water analysis, we suggest to opt for film type fill. This will reduce the capital cost as well as the operating cost. Kindly confirm.	Please follow technical specification. No deviation is acceptable.
31	Vol I A, GCC, clause no.13.2.10 & Vol I B, GCC, clause no.7.3.4	Return of security deposit - balance 50% after satisfactory completion of warranty / guarantee period.	We request you to release the second 50% after completion of work as completion of warranty period is too longer a time frame as it depends upon lot of external factors like trial run, commissioning and PG test, which is beyond our control. Moreover, the performance bond for 5% of the CV would be available with BHEL as retention.	As per Tender.

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
32	Vol I C, SCC, clause no.18 & Vol I D, SCC, clause no.19	Competition period:- Supply : 20 months for unit 7 and 23 for unit 8. Services: 22 months for unit 7 and 25 months for unit 8.	Considering the magnitude of the project, we request you to modify the completion period as follows:Supply : 20 months for unit 7 and 23 for unit 8. Services: 22 months for unit 7 and 25 months for unit 8.	Pl. refer clarification at sl. No. 5 above.
33	Vol I C, SCC, clause no.23 & Vol I D, SCC, clause no.23.1	Vol I C SCC for supply indicates that for security deposit, BG can be given for 100% of the security deposit amount but in Vol I D SCC for services, it is silent.	Please confirm is BG is accepted for 100% of the security deposit amount for the services portion also.	Pl refer to GCC -1B for this.
34	Vol I D SCC, clause no. 3.1.1 facilities to be provided by BHEL / RRVUNL	Graded area shall be handed over to the vendor.	Please indicate the RL level at which the site would be handed over.	Pl. refer clarification at sl. No. 17 above.
35	Vol I D SCC, clause no.30 - soil investigation report	Soil investigation report given by BHEL is tentative and may vary during execution and BHEL will not be liable for any financial implication on account of change in strata encored by contractor during execution. Hence bidders may carry out soil investigation during tendering stage.	As due to the time constraints, carrying out soil investigation would not be feasible during tendering stage. Hence putting the onus on the bidders for any variation in SBC / strata would unnecessarily force the bidders to load the price on this basis. Hence we request BHEL to amend this clause stating that any variation can be mutually discussed and agreed upon during execution of contract.	as per tender.
36	Vol I D SCC, clause no.25.2 statutory variation	Any increase in taxes at any stage during execution of the contract shall have to be borne by the contractor.	We request you to accept for statutory variation in taxes as it would not be possible to evaluate the variation in taxes at this stage.	As per Tender.
37	Vol III A, price schedule, preamble, clause no.9	The prices quoted shall be inclusive of cleaning, vegetation, levelling, cleaning of old structures etc.,	As per Vol I D SCC, clause 3.1.1, graded site shall be handed over by BHEL. Kindly confirm that the SCC clause supercedes the point indicated in preamble in price schedule.	It will be as per Vol-1D.
38	Vol III A, price schedule, sch-1, main price	Total lumpsum price.....	Please confirm that in sl.no.1 whether the basic price has to be indicated or price including all taxes and duties to be indicated.	The total price inclusive of all applicable taxes & duties excluding service tax (refer Vol-1C & Vol-1D for details) is to be indicated.
39	Vol III A, price schedule, sch-2, main price break-up	Main price break-up	Service tax would be applicable on erection and civil works. However, there is no provision for indicating the value in the price schedule. Hence please furnish the revised price schedule incorporating the same.	Pl. refer clarification at sl. No. 13 above.
40	Volume I-C Cl. 17.2.3 Taxes and Duties	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1956.....	We presume that, If the C Form is not issued on the specific period as per statutory norms, any liability arises thereon to bidder shall be reimbursed by BHEI . Please confirm	C-FORM will be issued by BHEL based on Bidder's request in every quarter .

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
41	Volume I-C Cl. 17.4.2.2 Taxes and Duties	Original Excise Invoice must be in the name of project: Executive Engineer (Const.-Stores), Suratgarh Super Critical Thermal Power Station ;. Suratgarh, Distt. Sriganganagar. 335805,) , A/C Vendor, A/C BHEL for bought out items.	A/c BHEL will come first, and then A/c Vendor (Bidder) will come for bought out items. Please confirm.	As per Tender conditions . Moreover , in case of Bought out items , the relation is Sub-Vendor of Vendor –Vendor –BHEL . Hence A/C VENDOR . A/C BHEL is correct order .
42	Volume I-C Cl. 17.7 Taxes and Duties	If it is subsequently seen that CST too is also exempted for this MEGA PROJECT, BHEL will stop reimbursement of CST.	The same is applicable only on receipt of proper notification form the Government. The taxes paid prior to the issue of notification has to be reimbursed by BHEL. Please confirm.	As per Tender conditions. 'Subsequent' means 'prospective' and not 'retrospective'.
43	Volume I-C Cl. 17.13 Taxes and Duties	All taxes & duties shall be paid, as applicable, limited to amounts indicated in the break up prices as indicated above. These shall be directly paid to the respective statutory authorities. Any additional taxes & duties paid but not indicated in price schedule, will not be reimbursed by BHEL.	Any taxes and duties, if paid by us to statutory authorities, irrespective of if it is mentioned in the price schedule or not, shall be reimbursed to us.	As per Tender conditions .
44	Volume I-C Cl. 17.8 Taxes and Duties	However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties.	New taxes & duties are to be paid based on the relevant statute & obtaining prior approval from BHEL is not in order.	As per Tender conditions .

ANNEXURE-A TO TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

SI No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
45	Volume –II Sec D 4.6 / Part G Cl. 15.1 Painting to Concrete Surfaces	Entire internalof shell at top and bottom	Please confirm whether the entire inside surface of the shell has to be painted or only top and bottom one meter portion has to be painted.	Entire internal surface of the shell from top to bottom & at least 1m on the outside of the shell at top & bottom shall be painted as per technical specification.
46	Clause 5.0, Note e).1, Section D17, Part-B, Spec. no. TCE-5750A-H-500-001 of volume-IIB	Aviaion lighting	Please confirm whether the high (HI) intensity lighting or combination of low (LI) intensity & medium (MI) intensity aviation lighting to be provided.	Aviation lighting system shall be as per ICAO guidelines as mentioned in technical specification of NDCT. No deviation is acceptable.
47	Clause 10.9, Datasheet-A, Section-D1, volume-IIB	Mandatory spares	Bidder clarified regarding the mandatory spares list.	Mandatory spares shall be as per Clause 10.9, Datasheet-A, Section-D1, volume-IIB of technical specification.
48	Clause 6, Datasheet-A, Section-D1, volume-IIB	Terminal point	Bidder clarified regarding the Terminal point of Hot water MS pipes & Cold water outlet channel.	Terminal point of Hot water MS pipes & Cold water outlet channel shall be as per attachment a) & b) of Datasheet-A, Section-D1, volume-IIB of technical specification.
49	Volume-IC Cl. 25.2 Payment Terms	For all items.....prior to drawing this payment	We request you to amend the payment terms as follows: - 10% interest free advance upon contract signing and submission of Bank Guarantee for the equivalent amount. - 90% on pro-rata basis along with 100% taxes & duties and transportation, upon receipt of material at site.	As per tender
51	Volume-ID Cl. 21.1 Payment Terms	The details of Terms.....prior to drawing this payment.	We request you to amend the payment terms as follows: - 10% interest free advance upon contract signing and submission of Bank Guarantee for the equivalent amount. - 90% on pro-rata basis for the work completed as per the approved billing break-up schedule.	Pl. refer clarification at sl. No. 6 above.

ANNEXURE-1 to TCN-02

Job: Design, engineering, manufacturing, supply, erection & commissioning of NDCT cooling tower Pkg (excluding supply of cement & reinforcement steel) for RRVUNL, 2x660 MW, Stage-V, Unit # 7 & 8 Suratgarh Super Critical TPS, Rajasthan.

Tender no PSER:SCT:SRG-M1558:14

Revised Clause no. 21.0 of Vol-1D - TERMS OF PAYMENT

21	TERMS OF PAYMENT
21.1	The details of Terms of Payment for services work (applicable for individual unit) shall be as under :
21.1.1	5% of basic price in the following manner –
21.1.1.1	3 % of basic price on compliance with following. (i) Submission of unqualified acceptance of LOI. (ii) Submission of security deposit. (iii) Submission of performance bond. (iv) Construction of site office. (v) Deployment of 1 no automatic/ PLC concrete batching plant. (vi) Start of excavation.
21.1.1.2	2 % of basic price on compliance with following. (i) Submission of L-2 network & approval of same by BHEL. (ii) Construction of store etc. (iii) Deployment of slip form/ jam form shuttering.
21.1.1	85 % (Eighty Five percent) of contract price on pro-rata basis for the work completed as per approved billing schedule shall be released as progressive payment, by the site authorities, on submission of protocols duly signed by BHEL site official(s)/ owner. Out of this 85 %, 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 case of non-fulfilment of respective activity by contractor 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.
21.1.1.1	0.7 % shall be paid on compliance of house keeping of contractor's working area and store/ office areas.
21.1.1.2	0.3 % shall be paid on compliance of general illumination of contractor's working area and stores, office area.
21.1.1.3	0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
21.1.1.4	0.3 % shall be paid on compliance of applicable Safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
21.1.2	5 % (five percent) of contract price shall be released against trial run of the system.
21.1.3	5 % (five percent) of the contract price shall be released against - (i) successful completion of the PG test/ demonstration test of the system / package, as applicable and (ii) material reconciliation, liquidation of pending points etc. In case of delay in PG test/ demonstration test of the system/ package for the reasons not attributable to the bidder, this amount can be paid after six months from the date of completion of supply on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of PG test/ demonstration test of the system/ package, provided other activities are completed and bidder shall engage required resources for PG test/ demonstration test as per schedule to be decided by BHEL/ customer. However, bidder has to fulfil all formalities for final billing/ contract closing prior to drawing this payment
21.2	Detail billing schedule shall be submitted by the successful vendor to BHEL Site for approval within 60-days of LOI.
21.3	BHEL Site, 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.
21.4	Payment shall be made by BHEL site office after 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.