



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 04

Ref: PSER:SCT:NKP-M1673:TCN-04

Date: 22-06-2015

Sub	Tender change notice (TCN) 04	
Job	Design, engineering, manufacturing, supply, erection & commissioning, etc of one (1) No. IDCT cooling tower Pkg for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.	
Ref	1.0	Tender No. PSER:SCT:NKP-M1673:15
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-M1673:4470, dated 20-05-2015
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-M1673:TCN-01, dated 09-06-2015.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NKP-M1673:TCN-02, dated 09-06-2015.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NKP-M1673:TCN-03, dated 15-06-2015.
	6.0	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 Extension of due date of offer submission from 24-06-2015 to **06-07-2015 (15:00 Hrs)**.
- 2.0 Clarification to bidder's queries attached as per [Annexure-A](#).
- 3.0 Amendment / Introduction to Clauses of GCC as per [Annexure-B](#).
- 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 : 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, etc of one (1) No. IDCT cooling tower Pkg for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.	
Ref	1.0	Tender No. PSER:SCT:NKP-M1673:15
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-M1673:4470, dated 20-05-2015
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-M1673:TCN-01, dated 09-06-2015.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NKP-M1673:TCN-02, dated 09-06-2015.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NKP-M1673:TCN-03, dated 15-06-2015.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NKP-M1673:TCN-04, dated 22-06-2015.
	7.0	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-04**Design, engineering, manufacturing, supply, erection & commissioning, etc of one (1) No. IDCT cooling tower Pkg for 3x660 MW units at North Karanpura Super Thermal Power Project, Jharkhand.****Tender No. PSER:SCT:NKP-M1673:15**

S.No.	Query	BHEL Clarification
1	<p>As per "Thermal Design Criteria" in clause no. 5 of spec. no. PE-TS-405-165-N001 volume IIB; section C 1, sheet no. 4 of 10. Under clause no. 5.01.00, it is indicated that thermal design of cross flow Cooling Tower shall be strictly based on Kelly's methodology.</p> <p>In this regard, we want to inform you that we select our Cooling Tower Models with the help of MRL Software (USA) which is specially designed for Cooling Tower design and approved by CTI, Texas.</p> <p>This is for your information and acceptance please.</p>	<p>Pls comply the Technical Specification – PE-TS-405-N001- Volume-IIB for Thermal Design of Cooling Tower.</p> <p>No deviation is accepted.</p>
2	Please furnish the Altitude of location (in Mtr. from Sea Level).	The altitude is 457 M from MSL.
3	No. of working cell of proposed Cooling Tower. We are considering 1 No. of working cell + One standby cell for selection; please confirm.	Bidder to furnish their reputed Model only for selecting no of cells. Bidder to show their experience list with Performance Certificate of the selected Model.

Annexure-B to TCN-04

Amendment to GCC

Introduction of following Clauses of GCC as below:

- 1.0 Additional security deposit (SD) has to be submitted by the successful bidder with value as follows:

"If the final price of successful bidder is lesser by 'more than 30%' of BHEL's estimate and the difference between the price of L-1 & L-2 is more than 10% of BHEL's estimate then only, 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit = "30 % of (A-B)" limited to minimum 5% & maximum 10% of the 'Total Price/Contract Value', where,

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."

- 2.0 Provisional extension of time pending finalization of the 'delay analysis' for completion of work or part thereof may be considered for release of interim payments to the contractor without deduction of Liquidated Damage subject to submission of Bank Guarantee by the contractor equivalent to maximum LD amount which shall be valid till completion of work and grant of final time extension. However, no PVC/ORC/Rate revision shall be payable during the period of this provisional time extension.

- 3.0 Clause no. 6.5.1 of GCC-1B shall be read as below:

Time and scope are the essence of the Contract. If the contractor fails to maintain the required progress of work as per contract or to complete the work and clear the site within the time prescribed by the Contract (Contractual Completion period), he shall without prejudice to any other right or remedy of BHEL on account of such breach, 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) 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.