



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 05

Ref: PSER:SCT: NKP-B1703:TCN-05

Date: 01-12-2015

Sub	Tender Change Notice (TCN) - 05.	
Job	Package-A: Erection, Testing and Commissioning of Main Boilers and Auxiliaries covering Structures, Pressure Parts, Rotating Machines, Ducts, ESP, Fuel firing system, Various SG/Critical/Misc. Piping etc. alongwith integrated Mill Bunker Structures of Unit # 1, 3 & Auxillary Boiler of 3x660 MW North Karanpura Project, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-B1703:15.
	2.0	BHEL's NIT, vide reference no PSER:SCT: NKP-B1703:4735 Date: 28-10-2015.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: NKP-B1703:TCN-01 Date: 10-11-2015
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: NKP-B1703:TCN-02 Date: 16-11-2015
	5.0	BHEL's TCN-03, vide reference no PSER:SCT: NKP-B1703:TCN-03 Date: 21-11-2015
	6.0	BHEL's TCN-04, vide reference no PSER:SCT: NKP-B1703:TCN-04 Date: 25-11-2015
	7.0	Other References, if any.

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

- 1) Clarification is attached vide **Annexure- A to TCN-05**.
- 2) Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 3) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr.Engineer (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:PACKAGE-A: ERECTION, TESTING AND COMMISSIONING OF MAIN BOILERS AND AUXILIARIES COVERING STRUCTURES, PRESSURE PARTS, ROTATING MACHINES, DUCTS ESP, FUEL FIRING SYSTEM, VARIOUS SG/CRITICAL/MISC. PIPING ETC. ALONGWITH INTEGRATED MILL BUNKER STRUCTURES OF UNIT # 1, 3 & AUXILIARY BOILER OF 3X660 MW NORTH KARANPURA PROJECT, JHARKHAND.

TENDER NO PSER:SCT:NKP-B1703:15

ANNEXURE-A TO TCN-05

CLARIFICATION

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's query (Modification requested by the bidder)	BHEL's clarification
1.0	Amendment to GCC/SCC Annexure A, Page 18 of 23. Clause 1.0	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.	We request you to provide the BHEL Estimate to understand our liability towards additional security deposit.	Maximum Limit indicated in the tender.
2.0	Amendment to GCC/SCC Annexure A, Page 18 of 23. Clause 3.0 b)	"The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs.5,00,000/- per month"	The amount of increase payable per month due to rate revisions is subject to a minimum of Rs. 5,00,000/- per month and a maximum of Rs. 10,00,000/-per month"	Shall be as per tender provision.
3.0	Amendment to GCC/SCC Annexure A, Page 19 of 23, Clause 5.0 TCC, Page 58 of 92, Clause 49.1	Price Variation Compensation. Price Variation Compensation (PVC)	PVC is admissible for the entire contract period including extended period, provided the delay in execution is not attributable to the vendor. Zero date for the purpose of calculating PVC shall be contractual start date. Total admissible PVC under this contract shall be without any ceiling. The base date shall be 28 days prior to the date of submission of our bid.	Shall be as per tender provision. Refer clause no 49.0 of Volume-IF-TCC.
4.0	Amendment to GCC/SCC Annexure A, Page 19 of 23. Clause 2.21.2	If after the Designated Engineer..... shall be referred to the sole arbitration of the person appointed by BHEL	If after the Designated Engineer..... shall be referred to the sole arbitration jointly appointed by BHEL and Contractor.	Shall be as per tender provision.
5.0	Amendment to GCC/SCC Annexure A, Page 20 of 23, Clause 2.21.3	Except as provided elsewheresole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.	Except as provided elsewhere..... sole arbitration of an arbitrator jointly appointed by BHEL and Contractor.	Shall be as per tender provision.
6.0	Amendment to GCC/SCC Annexure A, Page 20 of 23, Clause 2.21.6	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, either party shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except for undisputed areas.	Shall be as per tender provision.
7.0	TCC, Page 51 of 92, Clause 28.5	Project milestones of Unit #1.	In case of any delay not attributable to bidder in completing the commissioning and/or PG test operation, the retention money payable shall be released within 30 days of completion of our activities and submission of bills.	Shall be as per tender provision.
8.0	TCC, Page 57 of 92, Clause 48.7	Service tax along with Educational Cess to Service Tax as legally leviable & payable by the Contractor, vide Sec-65B (44), shall be reimbursed by BHEL on Contractor's gross bill.	In addition to the above the "SWACHH BHARAT CESS" also will be reimbursed by BHEL to Contractor.	"SWACHH BHARAT CESS" will be reimbursed by BHEL to Contractor.
9.0	TCC, Page 58 of 92, Clause 51.1	Terms of Payment :- Vendor shall submit RA bill once in a month at the end of each month. The RA bill, complete in all respects accompanied by BHEL engineer's certificate/ jointly signed measurement sheet will be paid within 60 days of submission of bill, subject to its completeness & correctness in all respects.	Terms of Payment :- Vendor shall submit RA bill once in a month at the end of each month. The RA bill, complete in all respects accompanied by BHEL engineer's certificate/ jointly signed measurement sheet will be paid as follows:- • 75% of Payment shall be released within 7 days from the date of submission of invoice. • Balance 25% will be released within 30 days of certification of the particular invoice.	Shall be as per tender provision.

JOB:PACKAGE-A: ERECTION, TESTING AND COMMISSIONING OF MAIN BOILERS AND AUXILIARIES COVERING STRUCTURES, PRESSURE PARTS, ROTATING MACHINES, DUCTS ESP, FUEL FIRING SYSTEM, VARIOUS SG/CRITICAL/MISC. PIPING ETC. ALONGWITH INTEGRATED MILL BUNKER STRUCTURES OF UNIT # 1, 3 & AUXILIARY BOILER OF 3X660 MW NORTH KARANPURA PROJECT, JHARKHAND.

TENDER NO PSER:SCT:NKP-B1703:15

ANNEXURE-A TO TCN-05

CLARIFICATION

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's query (Modification requested by the bidder)	BHEL's clarification
10.0	TCC, Page 62 of 92, Clause 53.0 GCC, Page 17 of 30, Clause 2.7.9	Liquidated Damages (LD) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated damage / Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.	If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated damage / Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 5% of the contract value unit wise, with a ceiling based on unit wise derived contract value.	Shall be as per tender provision.
11.0	TCC, Page 62 of 92, Clause 54.0 GCC, Page 21 of 30, Clause 2.13	Interest Bearing Recoverable Advance.	Kindly delete this clause and make a provision of 5% of contract value as initial interest free advance against submission of BG of equivalent amount.	Shall be as per tender provision.
12.0	Price Schedule, Vol.III, Page 1 of 2, Clause 7.0	In case sealed / Paper Price bids are opened for finalization of the tender, for any item Rate / BOQ based contract, possibility of variation of quantity / addition / deletion of items cannot be ruled out. Under such circumstances, after execution of work, it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate.....	We request BHEL to delete this clause	Shall be as per tender provision.
13.0	Price Schedule, Vol.III, Page 1 of 2, Clause 8.0	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder.....	We request BHEL to delete this clause	This clause is not applicable.
14.0	GCC, Page 23 of 30, Clause 2.15.5	Man hour rate for eligible extra works	Since Rs. 60/- per man hour including overtime, tools, tackles, supervision, consumable etc. is very low, request you to modify as per applicable Central Wage Minimum Wage Act for labors plus others at actuals.	Shall be as per tender provision.

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	Package-A: Erection, Testing and Commissioning of Main Boilers and Auxiliaries covering Structures, Pressure Parts, Rotating Machines, Ducts, ESP, Fuel firing system, Various SG/Critical/Misc. Piping etc. alongwith integrated Mill Bunker Structures of Unit # 1, 3 & Auxiliary Boiler of 3x660 MW North Karanpura Project, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-B1703:15.
	2.0	BHEL's NIT, vide reference no PSER:SCT: NKP-B1703:4735 Date: 28-10-2015
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: NKP-B1703:TCN-01 Date: 10-11-2015
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: NKP-B1703:TCN-02 Date: 16-11-2015
	5.0	BHEL's TCN-03, vide reference no PSER:SCT: NKP-B1703:TCN-03 Date: 21-11-2015
	6.0	BHEL's TCN-04, vide reference no PSER:SCT: NKP-B1703:TCN-04 Date: 25-11-2015
	7.0	BHEL's TCN-05, vide reference no PSER:SCT: NKP-B1703:TCN-05 Date: 01-12-2015
	8.0	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)

<p>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</p>
