



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 05

Ref: PSER:SCT:RWD-M1314:12: TCN-05

Date:04-04-2012

Sub	Tender change notice (TCN) - 05	
Job	Erection , Testing & Commissioning of 2X14 MW Vertical Francis Hydro Generating Units with associated auxiliaries and BOP items at Nyaborongo HEP ,Republic of Rwanda, Africa.	
Ref	1.0	Tender no PSER:SCT:RWD-M1314:12.
	2.0	BHEL's NIT, vide ref no Ref: PSER:SCT:RWD-M1314:2724, Dated 24-02-2012.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:RWD-M1314:12:TCN-01, dated 06-03-2012.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:RWD-M1314:12:TCN-02, dated 15-03-2012.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:RWD-M1314:12:TCN-03, dated 16-03-2012.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:RWD-M1314:12:TCN-04, dated 28-03-2012.
	7.0	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 The clarifications to bidder's queries is attached .
- 2.0 Revised 'No deviation certificate' is attached. 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

- 1.0 Revised 'No deviation certificate' format.

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

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	Erection , Testing & Commissioning of 2X14 MW Vertical Francis Hydro Generating Units with associated auxiliaries and BOP items at Nyaborongo HEP ,Republic of Rwanda, Africa.	
Ref	1.0	Tender no PSER:SCT:RWD-M1314:12.
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT:RWD-M1314:12:TCN-02, dated 15-03-2012.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:RWD-M1314:12:TCN-03, dated 16-03-2012.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:RWD-M1314:12:TCN-04, dated 28-03-2012.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:RWD-M1314:12:TCN-05, dated 04-04-2012.
	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)

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

BHEL's Clarification to Bidder's Queries

Sl. No.	Clause No.	Bidders Query	BHEL's Clarification.
1	General Conditions of Contract, Clause No-2.8- Responsibilities of the contract in respect of local laws, employment of workers etc.	Since we are not familiar with local laws prevailing at Rwanda, the safety and other laws up to the extent possible shall only be followed. Regarding the employment we reserve our limitations for deployment of local man power from Rwanda.	The GCC given in Volume 1B of the tender has to be read in conjunction with Volume 1F "Technical conditions of Contract" and in case of any conflict/ mismatch between Volume 1B and 1F, the provisions of Volume 1F shall prevail. <i>Bidders' attention is drawn to Clause 2.37.26 of Volume 1F, Page 37. This clause shall remain unchanged.</i>
2	General Conditions of Contract, Clause No-2.8.19.	If the work is held up for reasons not attributable to us and our workmen are forced to continue at site, we shall be paid a suitable compensation.	No change in Bid condition.
3	General Conditions of Contract, Clause No – 2.12 Over run compensation & 2.17 PVC.	There shall not be any limitation on the amount of PVC and ORC.	No change in Bid condition.
4	General Conditions of Contract, Clause No – 2.13- Interest bearing recoverable advances.	We shall be paid an advance of 5% of contract value free of interest against Bank Guarantee.	No change in Bid condition.
5	General Conditions of Contract, Clause No – 2.14 –Quantity Variation.	We are acceptable for the clause of no revision in rates within the contract period for excess quantity. However the excess quantity beyond 15% shall be paid as per the average rate arrived within the contract period and with price variation for the period beyond scheduled time.	No change in Bid condition.
6	General Conditions of Contract, Clause No – 2.15.5 – Man hour rates.	The man hour rates provided for extra works is very meagre and we will propose at the rate of \$ 5 USD per man hour.	Clause 4.11 of TCC, Volume 1F, Page 55, may be referred, which shall prevail and remain unchanged.

Sl. No.	Clause No.	Bidders Query	BHEL's Clarification.
7	Special Conditions of Contract, Chapter –II- Clause No: 2.8- General Services to be rendered by the bidder.	All the stores for equipment storage, accommodation for BHEL staff, Construction of site offices, open storage yard etc., shall be provided by BHEL. We shall provide only site infrastructure materials on monthly rental basis.	Agreed
8	Special Conditions of Contract, Chapter –IV - Clause No: 4.2.2 - Obligations in respect of T & P and MME's provided by BHEL.	If any tools or plants provided by BHEL are damaged in the routine procedure without any fault by the contractor, there shall not be any recoveries.	No change in Bid condition.
9	Special Conditions of Contract, Chapter –IV - Clause No: 4.2.2.16- Obligations of Contractor.	All the cranes required for material handling and erection shall be provided by BHEL free of cost. However the routine maintenance excluding the major break down shall be attended by us.	Agreed
10	Special Conditions of Contract, Chapter –IV - Clause No: 6.0- Material Handling, storage and preservation etc.	All the slings above 12 T capacity shall be provided by BHEL. All the roads for transportation from stores to power house as required shall be provided by BHEL.	All T & Ps, except those specified as BHEL supply, shall be arranged by the contractor at his costs. Contractor need not include any road work in his scope (excluding minor maintenance works).
11	Special Conditions of Contract, Chapter – VIII - Clause No: 8.0 Inspection and Quality.	We shall be able to arrange only DP and UT facilities for welding.	No change in Bid condition.
12	Vol- IF, Section –I, Scope –Clause No -1 to 14.	Our offer is exclusive of power house lighting, communication and fire fighting systems.	No change in Bid condition.
13	Vol- IF, Section –I, Technical Conditions of Contract, Clause No.1.2.3.	We understand that our scope of cabling works is limited to connecting between the instruments and local junction boxes only.	No change in Bid condition.

Sl. No.	Clause No.	Bidders Query	BHEL's Clarification.
14	Vol- IF, Section –I, Technical Conditions of Contract, note- e.	Our scope of earth mating is connection of erected equipments to the nearby available flat of earthing grid.	Agreed
15	Vol- IF, Section –II, Technical Conditions of Contract, Clause No -2.7.	BHEL shall co-ordinate with local authorities for obtaining wooden sleepers, concrete sleepers, tarpaulin etc. for covering of equipments.	No change in Bid condition.
16	Vol- IF, Section –II, Technical Conditions of Contract, Clause No -2.8.	If loading, unloading and transportation operation is to be carried out in repetition due to non availability of storage premises, the same shall be paid extra to us.	No change in Bid condition.
17	Vol- IF, Section –II, Technical Conditions of Contract, Clause No -2.31 – Communication System.	The necessary co-ordination and obtaining premises shall be the responsibility of BHEL.	No change in Bid condition.
18	Vol- IF, Section –II, Technical Conditions of Contract, Clause No -2.37.17 – Security Services	The arrangement of security guards shall be inline of price bid man power Item -5.	The contractor has to arrange Security Guards under this clause at his own costs. Security Guards mentioned in price bid are meant for BHEL premises only.
19	Vol- IF, Section –IV, Technical Conditions of Contract, Clause No -4.10 – Terms of Payment.	As per Clause no -4.10.1, 10% of contract value shall be paid on successful handing over of the unit. Apart from the above 10% of the payment shall be retained against warranty. Overall it is becoming 20% of hold up payment till unit id commissioned. This is unreasonable and we propose to BHEL to hold any one of the 10% towards performance and warranty period.	Revised clause regarding payment terms (clause no. 4.10.1 & 4.10.2 of vol-IF) are as follows: 4.10.1 – Ninety Five (95%) percent payment of contract price, item-wise on pro-rata basis for the work completed as per Annexure-A1 & A2 shall be released as progressive payment on submission of protocols duly signed by BHEL site official(s) / Owner. Out of this 95 %, 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 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.

2 % shall be paid on compliance of house keeping of vendor's working area and store/ office areas.

1 % shall be paid on compliance of general illumination of vendor's working area and stores, office area.

1 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.

1 % shall be paid on compliance of applicable Safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.

5% of contract price, unit wise shall be paid against successful handing over of the unit. The common items of Billing Schedule given at Annexure – A2 shall be paid along with Unit – I. The Contract price of Package-A shall be distributed between Unit 1 and Unit 2 on 50%-50% basis.

4.10.2 Out of the above progressive payment (RA bills) , 5 % will be retained from each RA Bill which will be released on completion of warranty period of 18 months of the last unit commissioned.

Sl. No.	Clause No.	Bidders Query	BHEL's Clarification.
20	Vol- IF Technical Conditions of Contract, Annexure - B	We request BHEL to provide T & P's and IMTES from Sl.No. 2 to 9 and consumables sl.no. 2 & 3.	Please refer TCN – 01. The same will remain unchanged.
21	Vol- IF, Section –IV, Technical Conditions of Contract, Clause No -4.17 Taxes and duties.	All the taxes of any type, Service tax, Excise duties, VAT, Octroi, entry charges, Cess, Senerages etc., if applicable in India or Republic of Rwanda shall be paid extra on our quoted prices. Our prices are inclusive of only Income Tax deduction at source.	No change in Bid condition.
22	Permits/Visa's.	All the required permits/Visa's etc., required for transportation of materials and man power from India to the site of erection shall be arranged by BHEL.	No change in Bid condition. BHEL may provide assistance, if required by the Contractor.
23	Erection Scope.	Our scope of work is limited to erection of equipments specified within Power House only.	The scope of work is adequately defined in the tender. No change in Bid condition.
24	Supply of materials.	All the materials which become part and parcel of finished unit works shall be provided by BHEL only.	BHEL's scope of supply is adequately defined in the tender. No change in Bid condition.
25	Route	We request you to provide us the details of air route for man power deployment and sea route for deployment of machinery, tools etc.	<u>Air</u> : Mumbai/ Delhi – Addis Ababa – Kigali <u>Sea</u> : Mumbai – Mombasa However, the bidders must find out themselves the most suitable Air/ Sea route. BHEL does not take any responsibility for any information provided here.
26	Safe & Security	BHEL shall take responsibility of towards the safety of man power and equipments from any anti social elements or such type of incidents.	No change in Bid condition.

For visiting Rwanda, Bidder may send scanned copy of the passport and Yellow Fever vaccination certificate of their representative desirous of going to Rwanda. Based on these documents, BHEL will obtain Invitation Letter from Customer/ Customer's Consultant in the name of that particular person. The Bidder may apply for visa from Rwandan Embassy in India enclosing copy of that Invitation Letter. All costs for visa and visit to be borne by the Bidder.