



# Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II , SALT LAKE CITY , KOLKATA  
,WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

Sub	TENDER CHANGE NOTICE – TCN 02 DATED 17/09/2012
Job	Rate contract for fixing secondary service provider to setup MPLS Wide Area Network (WAN) across entire BHEL locations
Ref	PSER:PUR:MSX:218(II):076 Date: 22/08/2012

**A. FOLLOWING CLAUSES IN VOL-1F (TCC) OF THE AFORESAID TENDER ARE TO BE READ AS STATED BELOW :**

SL. NO.	DESCRIPTION/ TENDER CLAUSE	AS APPEARING IN TENDER	TO BE READ AS
01	<b>Other Terms &amp; Conditions</b>  CLAUSE 10, PAGE 24	<b>10. Penalty for Late Delivery:</b>  If the service provider fails to provision and commission a link at BHEL location within the stipulated delivery period after the placement of order, a late delivery charge @ 0.5% per week, subject to a maximum of 5% of annual link charges of the delayed link, will be levied on the service provider. However, if the delay is due to any reason on BHEL's account, like non-readiness of the site or site-office, then that delay will not be counted on service provider's part.	<b>10. Penalty for Late Delivery:</b>  If the service provider fails to provision and commission a link at BHEL location within the stipulated delivery period after the placement of order, a late delivery charge @ 0.5% <b>of annual link charges of the delayed link</b> per week, subject to a maximum of 5% of annual link charges of the delayed link, will be levied on the service provider. However, if the delay is due to any reason on BHEL's account, like non-readiness of the site or site-office, then that delay will not be counted on service provider's part.  <b>THIS WILL SUPERSEDE THE CLAUSE GIVEN IN VOL 1 B (GCC).</b>

02	<p style="text-align: center;"><b>Special Terms &amp; Conditions (Technical)</b></p> <p style="text-align: center;"><b>CLAUSE 4, PAGE 9</b></p>	<p>4. When the requirement of MPLS link arises at any location ( after Phase-I), Service Provider will be intimated about the requirement. The service provider shall be bound to provide MPLS links at any location within the country. Non-feasibility will not be accepted. However, in rare cases ( like very remote or Hydro sites, etc) where MPLS link is absolutely not feasible, there can be an exception. However, such cases cannot be more than 10% of the total ordered locations. For any increase in non-feasibility beyond this limit of 10%, BHEL shall reserve the right to take an alternate link (Leased Link / MLLN) from any other service provider in the market. The Leased Link / MLLN will be taken from the project site to the respective Power Sector Regional Head Quarter (Noida, Kolkata, Nagpur or Chennai). If the charges of the Leased Link /MLLN link are higher than the MPLS link of equal bandwidth, the differential charges will be recovered from the service provider’s quarterly bills.</p>	<p><b>4. When the requirement of MPLS link arises at any location ( after Phase-I), Service Provider will be intimated about the requirement. The service provider shall be bound to provide MPLS links at any location within the country except in rare cases like very remote or hydro sites etc, where MPLS link is absolutely not feasible.</b></p>
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03	<p><b>Other Terms &amp; Conditions</b></p> <p><b>CLAUSE 13, PAGE 25</b></p>	<p><b>13. Ordering Agency:</b></p> <p>13.1. The order for phase-I locations will be placed by BHEL PSER Kolkata Office.</p> <p>13.2. After Phase-I, orders for any subsequent Class A or Class B location will be placed by the respective location itself.</p> <p>13.3. For any Class C locations (Project Sites), the order will be placed by the Regional Headquarter ( Noida, Kolkata, Nagpur &amp; Chennai) under which the project site falls.</p>	<p><b>13. Ordering Agency :</b></p> <p><b>The order for Phase –I and subsequent phases will be done by CS&amp;IT, Delhi which will act as a central nodal agency for all locations of BHEL.</b></p>
04	<p><b>Other Terms &amp; Conditions</b></p> <p><b>CLAUSE 14, PAGE 25</b></p>	<p><b>14. Terms of Payment:</b></p> <p>14.6. Payment will be made by the agency (BHEL Office) from which order has been placed.</p>	<p><b>14. Terms of Payment :</b></p> <p><b>14.6 Payment will be made by CS&amp;IT,Delhi which will act as the central nodal agency of BHEL.</b></p>

**B. Revised locations in ANNEXURE- II of Vol 1F are as follows :**

Following changes in the list of locations, need to be made :

1. PSNR : Bamnaulli and Dadri to be dropped.
2. PSWR : Bina Power to be dropped, DB Power to be added with the following details :

Dainik Bhaskar Raigarh	Dainik Bhaskar , BHEL Site Office, D.B. Power Limited, Village- Baradarha, Taluka - Dabhra, District - Janjgir- Champa-495695, CHHATTISGARH	Mr D.K. Ahlawat, GM Ph. +919810550634 Email:dka@bhelpswr.co.in	Mr S.L. Sidar, Ph. +91712-3048666/ +919372334741 Email:slsidar@bhelpswr.co.in
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Change in Address for Opal Dahej of PSWR Project.

Opal Dahej	ONGC Petro Additions Ltd., BHEL Site Office, Plot No. - Z / 1 & Z / 83, C/o Dahej Special Economic Zone,, P.O. - DAHEJ - 392130, Taluka - VAGRA, District - BHARUCH, GUJARAT	Mr.S.K. Paul, CM Ph. +919825412216 Email: <a href="mailto:paul@bhelpswr.co.in">paul@bhelpswr.co.in</a>	Mr. S L Sidar, Ph. +91712-3048666/ +919372334741 Email: <a href="mailto:slsidar@bhelpswr.co.in">slsidar@bhelpswr.co.in</a>
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**3. PSSR:**

The contact details have changed for the following locations:

**BELLARY**

SSN MURTHY, GM  
BHEL SITE OFFICE,  
BELLARY TPP,  
KUDATHINI – 583 115,  
BELLARY DISTRICT,  
KARNATAKA  
Ph: 9963744468

**MUDDANUR**

SD PRASAD, SR MGR  
BHEL SITE OFFICE,  
RAYALASEEMA TPP,  
VV REDDY NAGAR,  
KALAMALA P.O,  
CUDAPPAH DT.A.P - 516312  
Ph: 9445008503

**VALLUR**

R KRISHNASAMY, GM  
BHEL SITE OFFICE,  
NTECL VALLUR THERMAL POWER PROJECT,  
KURUVIMEDU,  
PONNERI TALUK,  
NCTPS P.O,  
CHENNAI - 600120  
Ph: 9444385249

- C. Liability clause may be read as : Notwithstanding anything to the contrary in the Agreement or the Purchase Order, the maximum liability for damages of the Contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Agreement or the Purchase Order Price or the market price of the item/s till Handing Over of the equipment to BHEL/Customer considering the Risk Purchase provision, whichever is higher.**
- D. DUE DATE OF SUBMISSION OF OFFER AGAINST THE SUBJECT TENDER IS EXTENDED UP TO 26/09/2011 ( 15:00 HRS. ). TECHNO-COMMERCIAL BID SHALL BE OPENED ON 27/09/2012 AT 11.30 HOURS.**

**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	Rate contract for fixing secondary service provider to setup MPLS Wide Area Network (WAN) across entire BHEL locations	
Ref	1.0	<b>Tender no : PSER:PUR: MSX:218(II) :076 Dtd: 22/08/2012 along with Tender Change Notices : TCN-01 dtd. 05/09/2012 &amp; TCN-02 dtd. 17/09/2012</b>
	2.0	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 authorised  
representative of the contractor)