



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:NKP-B2125:TCN-01

Date: 21-10-2021

Sub	Tender Change Notice (TCN) - 01.		
Job	Execution of balance work of Erection, Testing & Commissioning of Boiler and Auxiliaries covering Structures, Pressure Parts, Rotating Machines, Ducts, ESP, Fuel firing system, Various SG / Critical/ Misc Piping etc along with Integrated Mill Bunker Structures of Unit#3 at 3x660 MW North Karanpura Project, Jharkhand.		
Ref	1.0	Tender no PSER:SCT:NKP-B2125:21.	
	2.0	BHEL's NIT, vide reference no. PSER:SCT:NKP-B2125:8731 Date: 11-10-2021.	
	3.0	Other References, if any.	

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

1. Bidders are requested to note that EMD is not applicable for this tender. All relevant clauses shall be read accordingly.
2. The clarifications to bidder's queries are attached as Annexure-A to this TCN-01.
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager / (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 : (033) 2339 8000

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	Execution of balance work of Erection, Testing & Commissioning of Boiler and Auxiliaries covering Structures, Pressure Parts, Rotating Machines, Ducts, ESP, Fuel firing system, Various SG / Critical/ Misc Piping etc along with Integrated Mill Bunker Structures of Unit#3 at 3x660 MW North Karanpura Project, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-B2125:21.
	2.0	BHEL's NIT, vide reference no. PSER:SCT:NKP-B2125:8731 Date: 11-10-2021.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:NKP-B2125:TCN-01 Date: 21-10-2021.
	4.0	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/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us 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, SALTLAKE CITY, KOLKATA - 700 091
फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000

Job: Execution of balance work of Erection, Testing & Commissioning of Boiler and Auxiliaries covering Structures, Pressure Parts, Rotating Machines, Ducts, ESP, Fuel firing system, Various SG / Critical/ Misc Piping etc along with Integrated Mill Bunker Structures of Unit#3 at 3x660 MW North Karanpura Project, Jharkhand.

Tender no. PSER:SCT:NKP-B2125:21.

TCN-01 (ANNEXURE-A)

Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	DEWATERING, Cl. No. 16.0 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	Contractor shall ensure at all times that his work area & approach/access roads are free from accumulation of water, so that the materials are safe and the erection/progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchment water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.	Request BHEL to provide free of charges A. Required number of Dewatering pumps B. Suction valves with required suction, discharges hoses	As per tender.
2	AREA LIGHTING, Cl. No. 22.14 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	Contractor shall arrange adequate floodlights, hand lamps and area lighting. Provision of distribution lines for lighting from the single point to the required place with proper distribution boards, observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor. Contractor shall use his own materials like cables, fuses, switchboards etc.	Area lighting may be in the scope of client / customer. Illumination required in the working area for execution of the work and safety of workmen in contractor scope.	As per tender.
3	FIRST-AID, Cl. No. 26.1 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	Round the clock experienced paramedical personnel with first aid facility to be maintained by bidder. Bidder have to make necessary arrangement for arranging ambulance / tie up with existing ambulance facility available at site at his own cost. No medical facility within /near the site shall be provided by BHEL.	Round the clock experienced paramedical personnel with first aid, facility to be provided by client / customer.	As per tender.
4	Project milestones of unit # 3, Cl. No. 28.5.1 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	Milestone: Mobilization Schedule: 15 days from date of issue of LOI.	30 days from date of issue of LOI.	As per tender.
5	CRANES AND T&Ps TO BE PROVIDED BY BHEL, Cl. No. 36.3 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	All arrangements, including providing & laying of sleeper beds, back-filling of approaches wherever necessary for safe movement of the cranes as directed by BHEL shall be the responsibility of the contractor. The contractor shall provide sleepers for this purpose at his cost.	In the scope of BHEL free of charges to Bidder, handling will be done by the contractor.	As per tender.
6	SECURITY DEPOSIT (SD) AND PERFORMANCE BOND (PB), Cl. No. 43 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	43.1: The total amount of Security Deposit will be 3% of the contract value. Other terms related to Security Deposit shall be as per GCC. 43.2: Performance bond is not applicable.	G.C.C. clause - 1.10.1 to be amended / modified suitably	As per tender.

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Tender no. PSER: SCT:NKP-B2125:21.

TCN-01 (ANNEXURE-A)

Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
7	PRICE VARIATION COMPENSATION (PVC) , Cl. No. 49 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	PVC is admissible for the extended period only provided the delay in execution is not attributable to bidder. Zero date for the purpose of calculating PVC shall be contractual completion date. Total admissible PVC under this subject contract shall be subject to a maximum ceiling of total 10% value of work executed in main contract period. All other terms & conditions shall be applicable as per GCC.	Request as cost of construction commodities are increasing on a daily basis, PVC to be implemented from LOI date.	As per tender.
8	TERMS OF PAYMENT , Cl. No. 51.1 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	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. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding the actual work executed in the measurement book and bills for work.	In the prevailing liquidity crisis nationally RA bill payment should be within 30 days of submission of bills.	As per tender.
9	INTERMEDIATE MILESTONES AND PROVISION OF PENALTY FOR SLIPPAGE , Cl. No. 52.0 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	52.1: Following Two Intermediate Milestones (herein after considered as M1 and M2) out of the Project Milestone activities noted vide clause no. 28.5 shall be considered for making provision of penalty in case of slippage of these milestones. Milestone "M1" time schedule indicated vide tender clause no. 28.5.2 Milestone "M2" time schedule indicated vide tender clause no. 28.5.5 52.8: In case of Termination of Contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery. Notes: Executable Contract Value – Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of the Milestone.	As Cl. No. 53.0 (LD clause) is applicable above clause may be waved off.	As per tender.
10	Bonus (incentive for performance and early completion of contract), Cl. No. 56.0 of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	56.1: Bonus of early completion shall be 5% of Contract Value for two months of advancement or pro rata for part, thereof, subject to ceiling of 5% of the contract value. 56.10: Vendors / Bidders not accepting the delivery/ completion schedule as specified vide clause no 46.1 of TCC of this tender shall be rejected by BHEL.	Bonus for early completion A. M1 milestone, 5% of the total tonnage achieved up to M1 (Hydro test) B. Achieving M2 milestone, if not attributable to us 5% of the Tonnage achieved between M1 & M2. C. Remaining Tonnage on completion of the Project Works	As per tender.

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Tender no. PSER:SCT:NKP-B2125:21.

TCN-01 (ANNEXURE-A)

Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
11	Crawler crane, Cl. No. A (TOOLS & PLANTS) of Appendix-III of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	DESCRIPTION OF EQUIPMENT: Crawler crane CAPACITY: 150 T MINIMUM QUANTITY: 01(One) no. (Within 30 days of LOI or within 15 days from instruction of BHEL engineer, whichever is later)	BHEL may provide free of charge	Bidder to deploy as per TCC Appendix-III.
12	Crawler cranes, Cl. No. A (TOOLS & PLANTS) of Appendix-III of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	DESCRIPTION OF EQUIPMENT: Crawler cranes CAPACITY: 80 / 100 T MINIMUM QUANTITY: 02 (Two) nos . (1st Within 30 days of LOI or within 15 days from instruction of BHEL engineer, whichever is later. 2nd- As per as per requirement and instruction of BHEL engineer)	1 No. is sufficient	Bidder to deploy as per TCC Appendix-III.
13	Tyre mounted/Crawler cranes with telescopic boom/lattice boom, Cl. No. A (TOOLS & PLANTS) of Appendix-III of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	DESCRIPTION OF EQUIPMENT: Tyre mounted/Crawler cranes with telescopic boom/lattice boom CAPACITY: 40 T MINIMUM QUANTITY: 02 (Two) nos (1st Within 30 days of LOI or within 15 days from instruction of BHEL engineer, whichever is later. 2nd- As per as per requirement and instruction of BHEL engineer)	1 No. is sufficient	Bidder to deploy as per TCC Appendix-III.
14	Pick & carry tyre mounted mobile crane, Cl. No. A (TOOLS & PLANTS) of Appendix-III of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	DESCRIPTION OF EQUIPMENT: Pick & carry tyre mounted mobile crane CAPACITY: 10 T/12 T/14 T MINIMUM QUANTITY: 14 (Fourteen) nos (2 nos within 30 days of LOI next -8 nos progressively within 180 days as per instruction of BHEL engineer balance -4 nos as per requirement and instruction of BHEL engineer)	8 Nos. is sufficient	Bidder to deploy as per TCC Appendix-III.
15	DG set , Cl. No. A (TOOLS & PLANTS) of Appendix-III of TECHNICAL CONDITIONS OF CONTRACT (TCC) (Volume-IF-CML)	DESCRIPTION OF EQUIPMENT: DG set CAPACITY: 550 KVA MINIMUM QUANTITY: 1 set	165 / 200 KVA DG set.	Bidder to deploy 1 no DG Set of capacity 200 kVA or above as per site requirement and instruction of BHEL engineer
16	DE MOBILIZATION , Cl. No. 2.1 (XXX) (DEFINITION) of GENERAL CONDITIONS OF CONTRACT (GCC) (Volume-IB)	Demobilization shall mean the temporary winding up of site establishment by contractor leading to suspension of works temporarily for reasons not attributable to the contractor.	Temporary Demobilization -Remobilization of resources for reasons not attributable to contractor should be / suitably compensated.	As per tender.

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Tender no. PSER:SCT:NKP-B2125:21.

TCN-01 (ANNEXURE-A)

Sl. No	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
17	PRICE VARIATION COMPENSATION , Cl. No. 2.17.1 of GENERAL CONDITIONS OF CONTRACT (GCC) (Volume-IB)	In order to take care of variation in cost of execution of work on either side , due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS,PRICE VARIATION FORMULA as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section).	As construction input commodities cost are increasing on a daily basis. P V C to be implemented from LOI date	As per tender.
18	Obligations in respect of T&Ps and MMEs provided by BHEL , Cl. No. 4.2.2.9 of SPECIAL CONDITIONS OF CONTRACT (SCC) (Volume-ID)	The area and infrastructure development of the area to be carried out by the customer. However in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.	Request Area & Infrastructure development by Client/Customer especially road from material yards to erection site	As per tender.
19	MATERIAL HANDLING AND STORAGE , Cl. No. 6.1.7 of SPECIAL CONDITIONS OF CONTRACT (SCC) (Volume-ID)	Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. . The contractor may familiar himself with soil conditions at site.	Approach roads from stores / yards to erection site development maintenance by client / customer	As per tender.
20	RA Bill Payments , Cl. No. 10.5 of SPECIAL CONDITIONS OF CONTRACT (SCC) (Volume-ID)	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc and other dues in the meanwhile. In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.	Difference in S.C.0 and T.C.0 confirm as per S.C.0	As per tender. Bidder may refer Order of Precedence of NIT (Clause no 45.0)