



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:NKP-C2331:TCN-01

Date : 17-10-2024

Sub	<b>Tender Change Notice (TCN) - 01.</b>	
Job	CONSTRUCTION OF 1 NO OF 150-METER-HIGH REINFORCED CONCRETE SINGLE STEEL FLUE CHIMNEY WITH BOROSILICATE GLASS BLOCK LINING SYSTEM ON MS FLUE CAN AND OTHER INCIDENTALS COMPLETE EXCLUDING RAFT FOUNDATION FOR FGD SYSTEM OF UNIT#3 AT 3X 660 MW NORTH KARANPURA STPP, JHARKHAND.	
Ref	1.0	Tender no. PSER:SCT:NKP-C2331:24
	2.0	BHEL's NIT, vide reference no. PSER:SCT:NKP-C2331:10707 Date: 26-09-2024.
	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. Due date of submission of offer is extended from 17-10-2024 to **22-10-2024 (13-00 hrs. IST)**.
2. Clarification to Bidder's query(ies) are attached/enclosed as **Annexure-A1 to TCN-01**. Bidder to submit their offer accordingly.
3. Format of Insurance Surety Bond towards Performance Security and Format of Insurance Surety Bond towards EMD (**Annexure-A2 to TCN-01**) is attached. Bidder to submit their offer accordingly.
4. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
5. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD.

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) 2321 1960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

**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	CONSTRUCTION OF 1 NO OF 150-METER-HIGH REINFORCED CONCRETE SINGLE STEEL FLUE CHIMNEY WITH BOROSILICATE GLASS BLOCK LINING SYSTEM ON MS FLUE CAN AND OTHER INCIDENTALS COMPLETE EXCLUDING RAFT FOUNDATION FOR FGD SYSTEM OF UNIT#3 AT 3X 660 MW NORTH KARANPURA STPP, JHARKHAND.	
Ref	1.0	Tender no. PSER:SCT:NKP-C2331:24
	2.0	BHEL's NIT, vide reference no. PSER:SCT:NKP-C2331:10707 Date: 26-09-2024.
	3.0	BHEL's TCN-01, vide reference no. PSER:SCT:NKP-C2331:TCN-01 Date: 17-10-2024.
	4.0	All other pertinent issues till date.

Dear Sir/Madam,

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, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

Job: CONSTRUCTION OF 1 NO OF 150-METER-HIGH REINFORCED CONCRETE SINGLE STEEL FLUE CHIMNEY WITH BOROSILICATE GLASS BLOCK LINING SYSTEM ON MS FLUE CAN AND OTHER INCIDENTALS COMPLETE EXCLUDING RAFT FOUNDATION FOR FGD SYSTEM OF UNIT#3 AT 3X 660 MW NORTH KARANPURA STPP, JHARKHAND					
Tender No.: PSER:SCT:NKP-C2331:24					
Clarification to Bidder's query(ies)					
ANNEXURE-A1 TO TCN-01					
Sl. No.	Page No.	Reference Clause of Tender Document	Existing Provision	Bidder's query	BHEL's Clarification
1	3 of 31 of NIT	Clause 5 b) of NIT	Price Bid	We request you to provide us the excel copy of the BOQ for reference and working.	BOQ is available in tender
2	Vol-III, Price schedule_ pg no. 06	item So.no. B17.a)	For Mobilization & Installation (Payment of the total certified quantity shall be made for mobilization of slipform only after start of successful slipping as certified by Engineer in charge.)	We noted that UOM is in SQM, but we are requesting for LS as cost of mobilization and installation will be same even if quantity varies. Slipform set installed will be same.	As per tender
3	GCC, pg. 37 of 39	Clause no 2.22.2	Refund of Retention Amount shall be as follows: 100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.	Please remove the word B.G and incorporate the word Securities as Surety Bond can also be an instrument for submission.	The said tender clause shall remain unchanged.
4	GCC, pg. 26 of 39	Clause no 2.13.1	INTEREST FREE MOBILIZATION ADVANCE: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment. Each such instalment is to be secured through BG of 100% of the instalment amount. Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned. In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.	Please clarify the accounting procedure as informed. Further we also request you to change the wording from BG to securities as surety bond may also be submitted as per Ministry of Finance notification dated 22nd Feb 2024. As per GST law of Chapter 11, page no 207 "Issue of tax invoice under other special circumstances (S.31)" of table ( c ) , it is mandatory to pay GST @ 18% on amount of advance received, hence we request BHEL to reimburse the GST to enable the contractor to pay the same to the Government. As per the contract rates quoted are excluding GST and as per clause no. 2.13.1, GCC, pg. 26 of 39. To address BHEL concerns of refund of such GST incase of non execution of works. The same is covered and described under of GST law Chapter 11, page no 208, table ( d)" written as "Issue of refund voucher against advance payment containing the particulars as specified in rule 51"	The said tender clause shall remain unchanged.
5	TCC-CML, pg no. 31 of 35	TCC Clause 42	All the fabrication of structural steel items (except work done at qualified shop(s) out side the project premises as per BOQ cum Price schedule) shall be done in fabrication yard inside project premises. Quality plan for structural works will be issued during execution stage upon approval of customer. Bidders to note that all fasteners like MS / HT / HSFSG bolts, nuts, lock nuts, washers etc shall be supplied by bidder as per technical specification / drawings.	Provision of adequate Space for Mechanical works is not defined. We request you to please clarify the distance from the chimney at which this area will be provided along with minimum area of approx. 10000 sqm in one parcel.	As per tender
6	TCC-CML , pg no. 7 of 35	Clause 7	Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the work site/ colony. However, drawl of construction/ potable water from the bore-well shall be permitted if found suitable. Any statutory clearance required shall be obtained by the contractor. Assistance, if required shall be provided by the BHEL/NTPC.	In Talcher project, construction water is provided FOC to avoid any complications. we request you to please make Construction water supply FOC.	As per tender

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Tender No.: PSER:SCT:NKP-C2331:24					
Clarification to Bidder's query(ies)					
ANNEXURE-A1 TO TCN-01					
Sl. No.	Page No.	Reference Clause of Tender Document	Existing Provision	Bidder's query	BHEL's Clarification
7	TCC-CML, pg no. 7 of 35	TCC Clause 6	Land for labour colony shall be arranged by successful bidder at their own. The contractor shall construct labour colony / hutment as per his requirements after obtaining approval of formalities from statutory body. Further, contractor must ensure minimum HSE norms and hygienic sanitary conditions in his labour colony.	Land for Labour colony is to be arranged by the contractor at his own cost. There is no separate payment to be made to the contractor. There are many residential buildings available that have all amenities such as running water, toilets & kitchens that can be used by the manpower being mobilized. These shall be better for the usage of the manpower. The Contract should not bar the contractor from providing better facilities to its manpower. We request you to please remove this clause as there is no extra payment being made and there are enough accommodations available near the plant that can be used.	As per tender
8	TCC-CML, pg no. 13 of 35	Clause no. 14.1.3	The bidder will have to install 2 no PC (multimedia PC work station Pentium- core-i5-650, 3.2 GHZ or above, 500 GB HDD, 6 GB RAM, 100/1000 MBPS LAN card) of HP/ DELL / HCL /LENEVO or equivalent make with window 10 (professional) 64 bit (with roll back to 32 bit O/S and required software like MS Office 2010 Professional or higher, AutoCAD 2014 or higher, PageMaker (7.0 etc), ADOBE PDF CREATOR with one no laser jet printer compatible for A4/A3 size printing (ink/ cartridge for which to be supplied as and when required) with power backup at places, as per instruction of BHEL for exclusive use of BHEL. The contractor shall also provide 1 (one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation, progress review & day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period	We request for the removal of the clause.	As per tender
9	Price Schedule pg 5 of 9	Boq Line item no. 26	Steel Flues	Please provide us flue can liner plate width of 2.5 M at the time of flue can fabrication	As per tender
10	NIT pg no. 1 of 31	Clause (V)	Due Date & Time of offer submission - 17.10.2024	We request extension of Bid submission period for 15 days from the current last date of bid submission i.e. 17.10.2024	As per TCN-01
11	Forms & Procedures, pg 105 of 111	F-16 BG in lieu of Bank Guarantee	This Guarantee shall be irrevocable and shall remain in force upto and including.....5 and shall be extended from time to time for such period as may be desired by the Employer.	We kindly request that you change this clause as suggested by PSU Bank. This Guarantee shall be irrevocable and shall remain in force upto and including.....5 and shall may be extended from time to time for such period as may be desired by the Employer or requested by the .....(applicant) received before the expiry of guarantee.	The said format/ tender clause shall remain unchanged.
12	GCC, pg no. 7 of 39	Clause 1.9	As per point (e) of clause 1.9.1	We request Insurance Surety Bond format towards EMD, Performance security and retention	Please check the Annexure-A2 to TCN-01

**Annexure A2 to TCN-01:**  
**Formats for Insurance Surety Bond**

## Format of Insurance Surety Bond towards Security Deposit / Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. ....

Date.....

To,

Bharat Heavy Electricals Limited,  
Power Sector Eastern Region, DJ-9/1, Sector – II,  
Salt Lake, Kolkata – 700091

Dear Sirs,

In consideration of the ..... *[Employer's Name]* ..... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... *[Contractor's Name]* ..... with its Registered / Head Office at ..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award No. .... dated ..... and the same having been unequivocally accepted by the contractor, valued at Rs. .... (in words) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... (\*) % (percent) of the said value of the Contract to the Employer amounting Rs ..... (in words).

We ..... *[Name & Address of the Insurer]* ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of Rs . . ..... (\*) ..... (in words) as aforesaid at any time up to ..... (@) ..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to Rs..... (\*) ..... (in words) and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period, as may be desired by M/s ..... [Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

**WITNESS :**

1. ....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Insurer Stamp)

Authorised Vide Power of Attorney  
No.....  
Date.....

2. ....(Signature)  
.....(Name)  
.....(Official Address)

Notes: 1. (\*) This sum shall be Five percent (05%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Performance Guarantee for Workmanship period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

**Format of Insurance Surety Bond towards EMD (Earnest Money Deposit)**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To

Bharat Heavy Electricals Limited,  
Power Sector Eastern Region, DJ-9/1, Sector – II,  
Salt Lake, Kolkata – 700091

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No.....<sup>1</sup> (Tender Conditions), M/s ..... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of .....<sup>3</sup> invited by M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Insurance Surety Bond.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Insurance Surety Bond against Earnest Money Deposit for an amount of .....<sup>4</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the ..... [ Name & Address of the Insurer] ..... having our Registered Office at ..... (hereinafter referred to as the Insurer) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. <sup>4</sup> ..... (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Insurer shall be conclusive as regards the amount due and payable by the Insurer under this bond. However, our liability under this bond shall be restricted to an amount not exceeding Rs. ....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/ Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment. We ..... Insurer further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers



exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Bond against the Insurer as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Bond shall be irrevocable and shall remain in force upto and including .....<sup>5</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Bond shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Bond is made on us in writing on or before the .....<sup>6</sup> we shall be discharged from all liabilities under this Guarantee.

We, ..... Insurer lastly undertake not to revoke this Bond during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Insurer under this Guarantee shall not exceed .....<sup>4</sup>.....
- b) This Bond shall be valid up to .....<sup>5</sup>
- c) Unless the Insurer is served a written claim or demand on or before .....<sup>6</sup> all rights under this Bond shall be forfeited and the Insurer shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Insurance Surety Bond is returned to the *Insurer*.

We, ..... Insurer, have power to issue this Bond under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the *Insurer*.

For and on behalf of  
(Name of the *Insurer*)

Date .....

Place of Issue.....

- 1 Details of the Invitation to Bid/ Notice Inviting Tender
- 2 Name and Address of the Tenderer

- 3 Details of the Work
- 4 Bond Amount in words and Figures
- 5 Validity Date
- 6 Date of Expiry of Claim Period

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the Bond was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Contractor/ Supplier/ *Insurer* issuing the guarantee.