



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 02**

Ref: PSER:SCT:PSC-E2138:TCN-02

Date: 16-03-2022.

Sub	<b>Tender Change Notice (TCN) - 02</b>	
Job	Erection, Testing, Pre-Commissioning, Commissioning and Handing over to the Customer of 6 (six) sets Isolated Phase Bus Duct (IPBD) with auxiliaries at underground transformer cavern & power house cavern and associated material management & handling along with local transportation from BHEL store to Erection site as per scope at 6X200 MW Punatsangchhu-I Hydroelectric Project, Wangdue Phodrong, Bhutan.	
Ref	1.0	Tender no. PSER:SCT:PSC-E2138:22.
	2.0	BHEL's NIT, vide reference no. PSER:SCT:PSC-E2138:8987, Date: 16-02-2022
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:PSC-E2138:TCN-01, dated 09-03-2022.
	4.0	All other pertinent issues till date.

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

- 1.0 Revised Clause No. 10.2 (TERMS OF PAYMENT) of TECHNICAL CONDITIONS OF CONTRACT, VOLUME-IF-TCC-CML, R-00 as below:

Clause No.	Description
<b>10.2</b>	<b>TERMS OF PAYMENT</b>
10.2.1	The percentage break-up for Erection & Commissioning work as well as material handling work for the purpose of Stage payments shall be as per billing break-up. The payment shall be made to the contractor in parts after successful completion of activities as per the Scope of Work mentioned above according to billing break-up. The agency can claim payment after successful completion of respective stage of work as per scope of work under explained in various clauses in TCC. An activity completion certificate stage wise endorsed by BHEL person shall be required to be attached with every invoice to be raised.
10.2.2	The price Schedule is for payment purpose only and can not be referred an exhaustive list of activities. The total work under this scope as detailed in the tender specification shall be completed by the contractor within the accepted price.
10.2.2.1	Out of Hundred (100%) percent Value of the RA bill, payable as per billing break up for E&C work as well as material handling as applicable, ninety (95%) percent payment of RA bill shall be released on pro-rata basis in RA bills.  Balance 5% shall be retained as "retention amount" from each RA bill as described in clause no 10.2.2.2 below.
10.2.2.2	<b>RETENTION AMOUNT</b>
10.2.2.2.1	Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so

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POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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	required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.						
10.2.2.2.2	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.  Any Interest if levied thereon for reasons elaborated in taxes, duties clause of the tender, which is not attributable to BHEL, will be recovered from final payment/ retention/ securities.						
10.2.3	<b>Note-1:</b> No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or demanded or charged.  <b>Note-2:</b> BHEL at it's own discretion, may further split up the above percentage and effect payment to suit the site conditions, cash flow requirement, according to the progress of work.						
10.2.4	<b>THE CONTRACTOR HAS TO SUBMIT THE FOLLOWING DOCUMENTS WITH EVERY BILL:</b> <table border="1"> <tr> <td>(i)</td><td>Wage sheet of manpower deployed.</td></tr> <tr> <td>(ii)</td><td>Workmen Insurance Policy.</td></tr> <tr> <td>(iii)</td><td>Activity completion certificate for which invoice is being raised, jointly signed by Authorised Representative of Erection Agency and BHEL Representative.</td></tr> </table>	(i)	Wage sheet of manpower deployed.	(ii)	Workmen Insurance Policy.	(iii)	Activity completion certificate for which invoice is being raised, jointly signed by Authorised Representative of Erection Agency and BHEL Representative.
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(ii)	Workmen Insurance Policy.						
(iii)	Activity completion certificate for which invoice is being raised, jointly signed by Authorised Representative of Erection Agency and BHEL Representative.						
10.2.5	Payment against each RA bill / Invoice shall be released as per BHEL norms and is subject to deduction of Tax(s) Deduction at Source as applicable as per Royal Govt. of Bhutan ( <b>RGoB</b> ) Rules.						
10.2.6	Imposition of Interest for delayed recovery, if any will be done in following manner-						
10.2.6.1	Reconciliation of measurement shall be carried out at site on quarterly basis.						
10.2.6.2	Above quarterly reconciled figures shall have tolerance in accuracy as '+1.0% of the total value of actual work executed in that quarter'. 'Value of actual Work 'for this purpose shall be inclusive of PVC and ORC. For prepayment beyond tolerance limit, if any, recovery / adjustment shall be made from next payable.						
10.2.6.3	Final reconciliation is to done on yearly basis. For prepayment, if any, recovery / adjustment need to be made from the vendor from their next payable.						
10.2.6.4	In case, contractor requests to postpone any recovery, interest on such delayed recovery will be applicable @SBI Base Rate plus 6% till the period of recovery. Suitable intimation to vendor is to be made in this regard.						

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- 2.0 Bidders are requested to note that EMD is not applicable for this tender. All relevant clauses shall be read accordingly.
- 3.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DY. MGR (SCT)

Encl : As above.

**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, Pre-Commissioning, Commissioning and Handing over to the Customer of 6 (six) sets Isolated Phase Bus Duct (IPBD) with auxiliaries at underground transformer cavern & power house cavern and associated material management & handling along with local transportation from BHEL store to Erection site as per scope at 6X200 MW Punatsangchhu-I Hydroelectric Project, Wangdue Phodrong, Bhutan.	
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT:PSC-E2138:TCN-02, dated 16-03-2022.
	5.0	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)

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