



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:NBN-C2030:TCN-02

Date: 21-03-2020

Sub	Tender Change Notice (TCN) - 02.	
Job	Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar STPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2030:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-C2030:7924 Date: 04-03-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-C2030:TCN-01 Date: 13-03-2020.
	4.0	Other References, if any.

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

- 1) Clarifications/Modification attached vide **Annexure-A of this TCN-02**.
- 2) Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Dy. Mgr. (SCT)

Encl: As Above.

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) 2339-8000

**Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL
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ANNEXURE-A TO TCN-02

CLARIFICATIONS/ MODIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1	Clause No. 3.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Ready mix cement concrete required for the tender scope shall be procured by BHEL and issued to contractor as free of cost (FOC) Item. at Batching Plant inside the plant premises. Bidder has to transport the concrete from batching plant to the location of work. Bidder to submit a receipt of concrete at batching plant based on the print out of batching. Reconciliation of quantity of concrete shall be done based on actual use of concrete at site.	As progress of work and Construction quality including surface finishing etc. depend on the quality of RMC. We request BHEL to include RMC supply in bidder scope.	Shall be as per tender provision.
2	Clause No. 3.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Fabricated Structure Steel Supply: Structural Steel required for the tender scope shall be procured by BHEL and issued to contractor as free of cost (FOC) Item, except for those items wherever specifically mentioned in contractor's scope in BOQ. All steel structures (vendor's scope supply) shall be fabricated in factory, transported and erected at site. All factory fabricated structures shall have bolted field connections. Chimney flue liners can either be fabricated at factory in segments, transported and welded at site before erection or fabricated at site. However, BHEL will issue required material at site only. For Chimney flue liners, to prevent flue gas leakages, the applicable field joints shall necessarily be welded. Structural Steel shall be fabricated at a suitable fabrication shop, outside the plant premises.	All steel structures shall be fabricated in factory, we request you to allow fabricated structure steel in fabrication yard at site of bidder.	Shall be as per tender provision.

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CLARIFICATIONS/ MODIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
3	Clause No. 7.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost.	Construction & drinking water may please be provided within 100m of Chimney site.	BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost within 500 Mtr. of work site.
4	Clause No. 8.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	BHEL shall provide construction power free of charge at 415V level at one point. Contractor has to make their own distribution arrangement to draw electricity. Overall area illumination will be provided by BHEL. However, for night working contractor should arrange illumination as and when required by them.	Construction power will be provided at one point within 100m of Chimney site.	Construction power will be provided at one point within 500 Mtr. of work site.
5	Clause No. 12.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PENALTIES ON VENDORS / SUB-CONTRACTORS AGAINST NON-COMPLIANCE OF QUALITY NORMS	These penalties are on higher sider, we request BHEL to delete this clause. Practicually, penalty mentioned in clause no. 12.5.21 & 12.5.22. penalty equivalent to 1% value of the item per day delay is not acceptable to BIL.	Shall be as per tender provision.
6	Clause No. 14.1.3.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The contractor's site office must have facilities of communications like Fax, E-mail, and telephone with STD facility within a month from LOI.	Please delete word 'Fax'.	The contractor's site office must have facilities of communications like Fax, E-mail, and telephone with STD facility within a month from LOI. However, if successful bidder decides not to install Fax at site then Suitable scanner may be made available for sending scanned documents through email as alternate to Fax.

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SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
7	Clause No. 14.2.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	During construction contractor shall take an average Twenty colour digital photograph / slides each month (not less than four per week) of the works during progress. In case of failure in providing such photograph in each month, an amount of Rs.10,000/- per month shall be deducted from contractor's RA bill.	Bidder will send photograph by email only.	Noted . However, if required, bidder to submit hard copies of photographs as and when required in line with instruction by BHEL site.
8	Clause No. 14.3.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.as directed.	The deployment of personnel will be as per agreed schedule and/or as per site requirement.	Shall be as per tender provision.
9	Clause No. 17.13 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The contractor shall construct waterproof covered store for Borosilicate Glass Blocks, Adhesives / membrane and Primer Paint. CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Stacking of materials is to be done as per IS codes or manufacturer / supplier recommendation with proper illumination and locking arrangements.	We request BHEL to prepare store for Borosilicate Glass Blocks. Please note that membrane and primer have to stored in air conditioned store. BIL will collect material on weekly basis from BHEL store.	Shall be as per tender provision. Storing of material in controlled temperature is also in successful bidder's scope within the quoted rate.

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CLARIFICATIONS/ MODIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
10	Clause No. 20.2.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Allowable wastage: One point five percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage.	Allowable wastage will be 5%.	Shall be as per tender provision.
11	Clause No. 20.8.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Allowable wastage: Two percent (+2%) of theoretical consumption unless specified otherwise in the technical specification. Consumption beyond 2% shall be recovered at penal rate. Basis of recovery shall be as follows:	Allowable wastage will be 5%.	Clause no 20.8.1 & 20.8.2 of VOLUME-IF-CML-REV-00 altogether amended as under: "Wastage shall be dealt in following manner: a. Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. b. However, if it is established during the execution that wastage is due to non-compliances by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.

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12	Clause No. 20.9.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Allowable wastage: Three percent (+3%) of theoretical consumption unless specified otherwise in the technical specification. Consumption beyond 3% shall be recovered at penal rate. Basis of recovery shall be as follows:	Allowable wastage will be 5%.	Clause no. 20.9.1 & 20.9.2 of VOLUME-IF-CML, REV-00 altogether amended as under: "Wastage shall be dealt in following manner: a. Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. b. However, if it is established during the execution that wastage is due to non-compliances by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.
13	Clause No. 22.2.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Borosilicate Glass Block - Rs 28000 / Sqm	The Penalty rates should be Rs. 19,000/ Sqm	Clause no 22.2.5 of VOLUME-IF-CML REV-00 stands deleted.

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CLARIFICATIONS/ MODIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
14	Clause No. 24.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Following Major T&Ps to be arranged by contractor within the time as indicated :	These items will be provided as per site requirements.	Shall be as per tender provision.
15	Clause No. 26.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	A SERVICE PART: 1. Completion of Raft foundations of Chimney for 1st Unit - 3 Months 2. Completion of RCC Wind Shield for 1st Unit - 7 Months 3. Completion of Steel Flue for 1st Unit - 9 Months 4. Completion of Borosilicate Lining work for 1st Unit - 11 Monts 5. Completion of all work for 1st Unit - 12 Months	A SERVICE PART: 1. Completion of Raft foundations of Chimney for 1st Unit - 4 Months 2. Completion of RCC Wind Shield for 1st Unit - 9 Months 3. Completion of Steel Flue for 1st Unit - 11 Months 4. Completion of Borosilicate Lining work for 1st Unit - 13 Monts 5. Completion of all work for 1st Unit - 15 Months	Shall be as per tender provision.
16	Clause No. 27 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	COMPLETION PERIOD: The entire work under this scope shall be successfully completed within 21 (Twenty one) months from the date of Start of work. Mobilisation period is 15 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later.	COMPLETION PERIOD: The entire work under this scope shall be successfully completed within 24 (Twenty Four) months from the date of Start of work. Mobilisation period is 15 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later.	Shall be as per tender provision.

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17	Clause No. 33.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Intermediate Milestones (Applicable for each unit separately)	Please delete this clause as this will create negative cash flow.	Shall be as per tender provision.
18	Clause No. 36.1.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Balance 5 % retained from each RA bill will be released on completion of guarantee period. However, this 5 % payment can be released against submission of bank guarantee valid for the guarantee period as stated above in Proforma / Format of performance bank guarantee, subject to receipt of certificate that all works are completed in all respects. Submission of bank guarantee towards retention is separate and other bank guarantee(s) cannot be utilized for this purpose. This retention bank guarantee will be refunded after guarantee period.	BIL proposed total Retention should be released as follows: i) 50% of retention amount along with 'Final Bill' ii) Balance 50% will be released after completion of Performance Guarantee Period (i.e., after expiry of Guarantee period), This portion of the retention amount can be released on commencement of the Guarantee period, on submission of equivalent Bank Guarantee.	Shall be as per tender provision.
19	Clause No. 36.1.4.1 to 36.1.4.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	36.1.4.1 - 0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas. To 36.1.4.4 - 0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.	Please delete this clause as this will create negative cash flow.	Shall be as per tender provision.

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20	Clause No. 36.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	SUPPLY PART (SCH-4 OF PRICE SCHEDULE, VOL III) Payment shall be made by BHEL site office after 45 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure.	Payment shall be made by BHEL site office after 30 days of receipt of invoice.	Shall be as per tender provision.
21	Clause No. 44.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Guarantee period shall be 12 months from the date of start of guarantee period	Please change Guarantee to Warranty. Only Warranty is applicable for Chimney work.	Shall be as per tender provision.
22	Clause No. 9 VOLUME-III PRICE SCHEDULE, REV-00	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing, clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.	Cleaning & demolition of old structure will be excluded from bidder scope of work.	Shall be as per tender provision.

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23	Clause No. S E6 VOLUME-III PRICE SCHEDULE, REV-00	Aviation obstruction lights (mounted on door panel openable from interior) : a. High intensity flashing light Type-A (LED type) as per ICAO standard having intensity of 20,0000 candles depending upon background illuminance & flashing frequency 20-60/min with all accessories, photocell, timer etc.	We will supply high intensity flashing light from Make-Avaid's Technovators, Instapower /Binoy or equivalent.	Successful bidder has to take approval of make from BHEL/NTPC before procurement.
24	Clause No. 20.10.1 & 20.10.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Actual consumption of paint per sqm or supplier recommendation which ever is less.----- -----Penal rate.	-----	Clause no. 20.10.1 & 20.10.2 of VOLUME-IF-CML, REV-00 altogether amended as under: "Wastage shall be dealt in following manner: a. Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. b. However, if it is established during the execution that wastage is due to non-compliance by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.

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25	Clause No. 22.2.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Penal rate of excess wastage for Adhesives / Membrane shall be Rs. 2500 / Kg	-----	Clause no 22.2.6 of VOLUME-IF-CML REV-00 stands deleted.
26	Clause No. 22.2.7 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Penal rate of excess wastage for Primer Paint shall be Rs. 300 / Litre	-----	Clause no 22.2.7 of VOLUME-IF-CML REV-00 stands deleted.

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 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar STPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2030:20.
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	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-C2030:TCN-01 Date: 13-03-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-C2030:TCN-02 Date: 21-03-2020.
	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)

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

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