



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:NBN-C2080:TCN-02

Date: 05-11-2020

Sub	Tender Change Notice (TCN) - 02	
Job	<i>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 TPP FGD, Bihar.</i>	
Ref	1.0	Tender no: PSER:SCT:NBN-C2080:20
	2.0	BHEL's NIT, vide reference no: PSER:SCT:NBN-C2080:8232, Date: 28-10-2020.
	3.0	BHEL's TCN- 01, vide ref. no. PSER: SCT: NBN-C2080:TCN-01, Date: 02-11-2020
	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 the offer.

1. The clarifications to bidder's queries are attached as **Annexure-A** to this TCN-02.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached 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/ 2339 8231

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 TPP FGD, Bihar.

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ANNEXURE-A TO TCN-02

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	Clause No. 13 of Annexure –A of NOTICE INVITING TENDER	Existing Clause 2.21 "ARBITRATION" of GCC has been amended as follows: 2.21 ARBITRATION & CONCILIATION 2.21.1 ARBITRATION: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.	As per the latest honorable Supreme Court Judgement QUOTE: "A Party interested in the outcome of the award loses the right to appoint the Arbitrator" In view of the above it is suggested that we may select a neutral Arbitrator though IITArb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court.	Shall be as per tender.
2.0	Clause No. 28 NOTICE INVITING TENDER	Micro and small Enterprises (MSE)- Not Applicable for this tender	MSE/MSME should be applicable. Please note that we are covered under MSME and our MSME registration number is UDYAM-MH-19-0001067.	Shall be as per tender.

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ANNEXURE-A TO TCN-02

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
3.0	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.	We request you to allow fabricated structure steel in fabrication yard at site of bidder.	Shall be as per tender.
4.0	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 within 500 Mtr. of work site.-----	Uninterrupted supply of Water for construction at three point to be provided within 100m of Chimney Site, 100m of fabrication yard and 50m of Batching Plant & Labour Colony (Free of cost). Connections should be provided with handing over of work front to vendor.	Shall be as per tender.
5.0	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 within 500 Mtr from work site. 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.	Uninterrupted supply of Electricity (Free of cost) at Three point to be provided within 100 m of Chimney Site, 100m of fabrication yard and 50m of Batching Plant & Labour Colony. Connections should be provided with handing over of work front to vendor.	Shall be as per tender.
6.0	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. Particularly, 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 us.	Shall be as per tender.

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ANNEXURE-A TO TCN-02

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
7.0	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.
8.0	Clause No. 22 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	RECOVERY OF MATERIAL- PENAL RATE OF MATERIALS	These rates are high and should be same as market price.	Shall be as per tender.
9.0	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 T&Ps will be provided as per site requirements.	Shall be as per tender.
10.0	Clause No. 24.7 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Tool & Plant Recovery rates	These T&P recovery charges are very high & should be deleted.	Shall be as per tender.

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CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
11.0	Clause No. 26.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	START DATE / ZERO DATE The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer.	The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to vendor after completion of following: 1. Handing over of hindrance free area for site, fabrication yard & batching plant jointly agreed in writing by BHEL & vendor engineer. 2. Issue of Form-V 3. Issue of Approved for Construction drawing for excavation, raft & chimney shell. 4. Handing over of work front for Chimney-1, 2, 3 & 4 will be signed separately & individually. The completion of each units will be considered separately from work front handing over date.	Shall be as per tender.
12.0	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 Months 5. Completion of all work for 1st Unit - 12 Months	A SERVICE PART: 1. Completion of Raft foundations of Chimney for 1st Unit - 5 Months 2. Completion of RCC Wind Shield for 1st Unit - 10 Months 3. Completion of Steel Flue for 1st Unit - 12 Months 4. Completion of Borosilicate Lining work for 1st Unit - 13 Months 5. Completion of all work for 1st Unit - 15 Months	Shall be as per tender.
13.0	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 of 4th Chimney. Mobilisation period is 30 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later.	Shall be as per tender.

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14.0	Clause No. 28 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	CERTIFICATE TOWARDS COMPLETION: The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by CM, BHEL / NTPC. The decision of BHEL in this regard shall be final and binding on the contractor.	The protocol for inviting BHEL / NTPC officials is not defined in the tender. It may be considered to allow contractor / vendor to issue a RFI (Request for Inspection), as soon as any stage of Milestone is completed and the Client shall promptly inspect the completed works of that stage within 07 days of the receipt of such RFI NOTICE of completion of a mile stone and thereafter the Client shall issue a list of deficiencies, if any, in the contracted specifications of the executed work along with the time period as may be mutually agreed by both the parties, to remedy such deficiencies	Shall be as per tender.
15.0	Clause No. 30 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE: Not applicable	To avoid the negative cash flow, please provide Interest Free Advance as follows:- 1. 5% advance (Interest Free) excluding GST with LOI/LOA & against submission of Advance Bank Guarantee for equivalent amount. 2. 5% advance (Interest Free) excluding GST against mobilisation of following: 2.1. Setting of site office, store. 2.2 Labour camp for initial work. 2.3 Electrical installations and water pipeline & water storage. 2.4 Mobilization of workers and staff for initial work. 2.5 Completion of formalities for Labour License	Shall be as per tender.

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CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
16.0	Clause No. 33.2.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	<p>LIQUIDATED DAMAGE/ PENALTY: If the completion of work of the unit is delayed beyond the completion period (Refer clause 26.4.(5) with phase gap of respective unit) due to reasons attributable to contractor , they shall pay to BHEL as penalty a sum @0.5% of contract value per week of delay or part thereof.</p> <p>For Unit#1, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For unit#2, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For unit#3, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>For unit#4, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value.</p> <p>Thus maximum LD considering four units shall be limited to 10% of contract value.</p>	<p>1. An amount equal to 0.5% of contract value per week with maximum limit of 5% of contract value will be imposed as liquidated damages, if delay is attributable to Bidder (maximum 1.25% LD for each unit should be imposed – maximum LD for all 4 Chimneys - 5%).</p> <p>2. The maximum amount of liability of Bidder for LD & other penalties will be maximum of 5% of contract value.</p> <p>3. Grace Period of 2 months will be allowed for imposition of LD.</p> <p>4. LD will not be imposed back dated. BHEL will give prior notice to vendor in this regard.</p>	Shall be as per tender.
17.0	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.

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18.0	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.	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.
19.0	Clause No. 36.4, 36.4.1 to 36.4.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	1.5% of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfillment of respective activity by vendor in each month , no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.....	Please delete this clause as this will create negative cash flow.	Shall be as per tender.
20.0	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.
21.0	Form No.: F-15 (Rev 02)	MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR: Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Shall be as per tender.
22.0	Drawing	GA drawings of Chimney	Please provide GA drawing of Chimneys	Shall be provided to successful bidder at the time of execution

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SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
23.0	Bank Guarantee	Format of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & PBG will be submitted and we will submit the Bank Guarantees from M/s Barclay's Bank	Shall be as per tender.
24.0	Time Extension (EOT)	Time Extension (EOT)	EOT/time extension shall be decided by BHEL within 1 month of the receipt of EOT application submitted by vendor.	Time involved in EOT/time extension proposal of successful bidder will depend on completeness and correctness of time extension related documents to be submitted by them.
25.0	Clause No. 7.1.1 of Doc. No.. : HSEP:14-ER, Date: 08.05.20	7.1.1 Minimum Number (Availability per contract/ package per Working Shift) 7.1.1.1 HSE Officer:- 1 per 300 workers or part thereof as a minimum or as mandate by applicable legal requirements, whichever more stringent. 7.1.1.2 HSE Supervisor- 1 per 150 workers or part thereof 7.1.1.3 HSE Steward / observer:- 1 per 50 workers or part thereof	As per mandatory requirement	Shall be as per tender.
26.0	Clause No. 7.1.4 of Doc. No.. : HSEP:14-ER, Date: 08.05.20	7.1.4 AVAILABILITY AND PENALTY FOR NON-DEPLOYMENT: 1 Non-deployment of HSE Officer- Rs.50000 per man-month 2 Non-deployment of HSE Supervisor- Rs.30000 per man-month 3 Non-deployment of HSE Steward- Rs.20000 per man-month	Please delete as these are stiff penalty	Shall be as per tender.

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	<i>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 TPP FGD, Bihar.</i>	
Ref	1.0	Tender no: PSER:SCT:NBN-C2080:20
	2.0	BHEL's NIT, vide reference no: PSER:SCT:NBN-C2080:8232, Date: 28-10-2020.
	3.0	BHEL's TCN- 01, vide ref. no. PSER: SCT: NBN-C2080:TCN-01, Date: 02-11-2020.
	4.0	BHEL's TCN- 02, vide ref. no. PSER: SCT: NBN-C2080:TCN-02, Date: 05-11-2020.
	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).

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)