



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT: KLN-C2019:TCN-03

Date: 07-12-2019

Sub	Tender Change Notice (TCN)- 03.	
Job	Package#10E: Civil, structural & architectural works for Raw water Pump House, Desilting Chamber, RW Elect Annexe & RW Chlorination for 2X660 MW Maitree Rampal Project, Bangladesh.	
Ref	1.0	Tender no PSER:SITE:KLN-C2019:19.
	2.0	BHEL's NIT, vide reference no PSER:SITE:KLN-C2019:19 Date: 28-11-2019.
	3.0	BHEL's TCN-01, vide reference no PSER:SITE:KLN-C2019:19 Date: 05-12-2019
	4.0	BHEL's TCN-02, vide reference no PSER:SITE:KLN-C2019:19 Date: 06-12-2019
	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) Clarification/Modification attached vide Annexure-A to TCN-03.
- 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. 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

Package#10E:CiviL, structural & architectural works for Raw water Pump House ,Desilting Chamber,RW Elect Annexe & RW Chlorination for 2X660 MW Maitree Rampal Project, Bangladesh.
 (Tender no PSER:SITE:KLN-C2019:19.)

ANNEXURE-A TO TCN-03

CLARIFICATION/ MODIFICATION

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	CI No.12.1-VOLUME-IF-TCC-COMMON-CML, (REV-01)	<p>The contractor shall submit his running bill (RA bill) once in a month at the end of each month in line with payment terms/ billing schedule indicated below. The RA bill complete in all respects accompanied by BHEL engineers certified/ measurement sheet, jointly signed, will be paid after passing of the bill subject to completeness & correctness. The measurement will be taken as specified in terms & conditions of contract and certified by the BHEL engineer of actual work. However, no extra payment shall be made in the event of delay in release of payment.</p> <p>95% pro-rata monthly RA payment shall be considered for payment based on monthly work completion certificate to be issued by BHEL engineer as per approved BBU/Price Schedule.</p> <p>The payment shall be released within 60 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate.</p>	<p>(A) Retention money: Due to high amount of pre-investment for the projects, we require the maximum cash flow gain from the monthly invoices. So, we would like to request to remove the retention money deduction.</p> <p>(B) Monthly invoice: monthly invoice should be paid within 30days from submission of the invoices to BHEL MSTPP project office (all checking and other issues to be taken care of within this time)</p>	<p>The contractor shall submit his running bill (RA bill) once in a month at the end of each month in line with payment terms/ billing schedule indicated below. The RA bill complete in all respects accompanied by BHEL engineers certified/ measurement sheet, jointly signed, will be paid after passing of the bill subject to completeness & correctness. The measurement will be taken as specified in terms & conditions of contract and certified by the BHEL engineer of actual work. However, no extra payment shall be made in the event of delay in release of payment.</p> <p>100% pro-rata monthly RA payment shall be considered for payment based on monthly work completion certificate to be issued by BHEL engineer as per approved BBU/Price Schedule.</p> <p>The payment shall be released within 60 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate.</p>
	CI No.12.2-VOLUME-IF-TCC-COMMON-CML, (REV-01)	Out of above 95%, 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-fulfilment of respective activity by contractor 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.		Out of above 100%, 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-fulfilment of respective activity by contractor 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.
	CI No.12.3-VOLUME-IF-TCC-COMMON-CML, (REV-01)	Balance 5% of contract value shall be paid against FAC (Final Acceptance Certificate) to be issued by BHEL / BIFPCL after completion of warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period, subject to the followings:		Deleted
	CI No.12.3.1-VOLUME-IF-TCC-COMMON-CML, (REV-01)	(i) Receipt of certificate that all works are completed in all respects;		Deleted
	CI No.12.3.2-VOLUME-IF-TCC-COMMON-CML, (REV-01)	(ii) Reconciliation of materials / T&P / MMD;		Deleted
	CI No.12.3.3-VOLUME-IF-TCC-COMMON-CML, (REV-01)	(iii) Completion of final bill formalities and		Deleted
	CI No.12.3.4-VOLUME-IF-TCC-COMMON-CML, (REV-01)	(iv) Handing over to BHEL.		Deleted

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ANNEXURE-A TO TCN-03

CLARIFICATION/ MODIFICATION

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
2	CL. No. 28.1 OF TECHNICAL CONDITIONS OF CONTRACT (TCC), VOLUME-IF-CML-REV-01		Cash deposit of EMD is not suitable for any tender submission. we would like to suggest to remove the requirements of EMD.	Shall be as per Tender.
3	CL. No. 28.2 OF TECHNICAL CONDITIONS OF CONTRACT (TCC), VOLUME-IF-CML-REV-01		SD should be 2.5% and from local bank (BD) only and no counter bank guarantee to be provided. It's now-a-days almost getting impossible to get a Bank guarantee and counter bank guarantee within 5-6 months. And the cost of counter bank guarantee from Indian side has gone up from 1% to 2%, which will effect the cost of the project. Due to longer time of getting a bank guarantee, it's not possible to finance the project from bank (if required) and open LC for the project with LOI only.	Shall be as per Tender.

ANNEXURE - 2**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	Package#10E: Civil, structural & architectural works for Raw water Pump House, Desilting Chamber, RW Elect Annexe & RW Chlorination for 2X660 MW Maitree Rampal Project, Bangladesh.
Ref	1.0 Tender no PSER:SITE:KLN-C2019:19. 2.0 BHEL's NIT, vide reference no PSER:SITE:KLN-C2019:19 Date: 28-11-2019. 3.0 BHEL's TCN-01, vide reference no PSER:SITE:KLN-C2019:19 Date: 05-12-2019 4.0 BHEL's TCN-02, vide reference no PSER:SITE:KLN-C2019:19 Date: 06-12-2019 5.0 BHEL's TCN-03, vide reference no PSER:SITE:KLN-C2019:19 Date: 07-12-2019 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, SALTLAKE CITY, KOLKATA - 700 091
फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000/ 2339 8236