



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:NBN-C2080:TCN-03

Date: 06-11-2020

Sub	Tender Change Notice (TCN) - 03	
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	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-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.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.

Tender no PSER:SCT:NBN-C2080:20.

ANNEXURE-A TO TCN-03

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	Clause No. 14 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.

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.

Tender no PSER:SCT:NBN-C2080:20.

ANNEXURE-A TO TCN-03

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
2.0	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.
3.0	Clause No. 26.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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 Phase gap between each unit shall be 3 Months. Hence total Completion time for all four units is 21 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.
4.0	Clause No. 36.3 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.

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Tender no PSER:SCT:NBN-C2080:20.

ANNEXURE-A TO TCN-03

CLARIFICATIONS

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
5.0	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 as per relevant clause of GCC.	Please change Guarantee to Warranty. Only Warranty is applicable for Chimney work.	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>	
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	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	BHEL's TCN- 03, vide ref. no. PSER: SCT: NBN-C2080:TCN-03, Date: 06-11-2020.
	6.0	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)