



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 04**

Ref: PSER:SCT:NBN-C2068:TCN-04

Date:01-09-2020

Sub	Tender Change Notice (TCN) - 04.	
Job	Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2068:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-C2068:8062 Date: 22-07-2020
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: NBN-C2068:TCN-01 Date: 12-08-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-C2068:TCN-02 Date: 19-08-2020.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NBN-C2068:TCN-03 Date: 26-08-2020
	6.0	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 the offer.

- Clarifications/Modifications attached vide Annexure-A to this TCN-04.
- Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 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, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
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<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	Clause No. 8 NOTICE INVITING TENDER	Clause no. 2.8.3, 2.8.4 and 2.8.5 of GCC shall be read as below: Clause no. 2.8.3: The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970-----	Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.	Shall be as per tender.
2.0	Clause No. 18 NOTICE INVITING TENDER	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among all the technocommercially qualified bidders.	Reverse Auction (RA) should not be applicable.	Shall be as per tender.

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3.0	Clause No. 13 NOTICE INVITING TENDER	<p>Existing Clause 2.21 "ARBITRATION" of GCC has been amended as follows:</p> <p>2.21 ARBITRATION &amp; CONCILIATION</p> <p>2.21.1 ARBITRATION:</p> <p>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 &amp; 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.</p>	<p>As per the latest honorable Supreme Court Judgement QUOTE:</p> <p>"A Party interested in the outcome of the award loses the right to appoint the Arbitrator"</p> <p>In view of the above it is suggested that we may select a neutral Arbitrator through IITArb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court.</p>	Shall be as per tender.

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4.0	Clause No. 3.4 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Scope of Work: The work to be done under this specification comprises of construction of 150 M high reinforced concrete single steel flue chimney and other incidentals complete as detailed in the specification under Volume-II and elsewhere in the tender document, including raft foundation for Chimney for FGD system at 3 X 660 MW NPGCL Nabinagar Super Thermal Power Project, Aurangabad, Bihar.	Scope of bidder should be as per BOQ items	Shall be as per tender.
5.0	Clause No. 14.1.3 VOLUME - IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT( SUPPLY & SERVICE)	The contractor shall also provide 1 ( one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation , progress review & day to day planning purpose, documentation etc.  These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period.	Please delete this clause, It should be responsibility of BHEL	Shall be as per tender.
6.0	Clause No. 6.3 VOLUME -IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT( SUPPLY & SERVICE)	Land for labour colony shall be arranged by successful bidder at their own	We request BHEL to provide Land for labour colony on free of cost basis	Shall be as per tender.
7.0	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-----	Uninterrupted supply of Water for construction at three point to be provided within 100 m of Chimney Site, 100 m 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.

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8.0	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.
9.0	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. Pratically, 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.
10.0	Clause No. 14.1.3 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The bidder will have to install 1 no PC (multimedia PC work station Pentium- core-i5- 650, 3.2 GHZ or above, 500 GB HDD, 6 GB RAM, 100/1000 MBPS LAN card) of HP/ DELL / HCL /LENEVO or equivalent make with window 10 (professional) 64 bit (with roll back to 32 bit O/S and required software like MS Office 2010 Professional or higher, AutoCAD 2014 or higher----)	Please delete this clause	Shall be as per tender.
11.0	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, Bidder may have to submit if requirement arises.

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12.0	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.
13.0	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.  Vendor will collect material on weekly basis from BHEL store.	Shall be as per tender.
14.0	Clause No. 20.2.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	RMC; 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.
15.0	Clause No. 20.8.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Allowable wastage: Two percent (+2 %) of the 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%	Shall be as per tender.

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16.0	Clause No. 20.9.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Allowable wastage: Three percent (+3 %) of the 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%	Shall be as per tender.
17.0	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. 19000/Sqm	Shall be as per tender.
18.0	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.

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19.0	Clause No. 27 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	START DATE / ZERO DATE  Date of Start of work as certified by Construction Manager, BHEL	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's engineer. 2. Issue of Form-V 3. Issue of Approved for Construction drawing for excavation, raft & chimney shell. Handing over of work front for Chimney-1, 2, & 3 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.

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20.0	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-10 months 4. Completion of Borosilicate Lining work of Chimney for 1st Unit including all balance activities- 12 months 5. Completion of Raft foundations of Chimney for 2nd Unit- 6 months 6. Completion of RCC Wind Shield for 2nd Unit- 10 months 7. Completion of Steel Flue for 2nd Unit- 13 months 8. Completion of Borosilicate Lining work of Chimney for 2nd Unit including all balance activities- 15 months 9. Completion of Raft foundations of Chimney for 3rd Unit- 9 months 10. Completion of RCC Wind Shield for 3rd Unit- 13 months 11. Completion of Steel Flue for 3rd Unit-16 months 12. Completion of Borosilicate Lining work of Chimney for 3rd Unit including all balance activities- 18 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- 9 months 3. Completion of Steel Flue for 1st Unit-12 months 4. Completion of Borosilicate Lining work of Chimney for 1st Unit including all balance activities- 15 months 5. Completion of Raft foundations of Chimney for 2nd Unit- 8 months 6. Completion of RCC Wind Shield for 2nd Unit- 12 months 7. Completion of Steel Flue for 2nd Unit- 15 months 8. Completion of Borosilicate Lining work of Chimney for 2nd Unit including all balance activities- 18 months 9. Completion of Raft foundations of Chimney for 3rd Unit- 11 months 10. Completion of RCC Wind Shield for 3rd Unit- 15 months 11. Completion of Steel Flue for 3rd Unit-18 months 12. Completion of Borosilicate Lining work of Chimney for 3rd Unit including all balance activities- 21 months	Shall be as per tender.
21.0	Clause No. 27 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	COMPLETION PERIOD: The entire work under this scope , for all three(03) chimneys shall be successfully completed in all respect within 18( eighteen ) months from the date of Start of work. Start of work as certified by Construction Manager , BHEL . 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, for all three (03) chimneys shall be successfully completed in all respect within 21 (Twenty-One) months of 3 nos 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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22.0	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 remedify such deficiencies	Shall be as per tender.
23.0	Clause No. 29 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	EXTENSION OF TIME FOR COMPLETION: If the completion of work as detailed in the scope of work gets delayed beyond the contract / completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.	EOT/ Time extension shall be decided by BHEL within 1 Months of receipt of EOT application submitted by vendor	Noted
24.0	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 amou  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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25.0	Clause No. 31.0 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	SECURITY DEPOSIT & PERFORMANCE BOND; Performance bond is applicable for Part-1B (SCH-3-SERVICE PART) and SCH-4- SUPPLY PART of price schedule, value as per following terms.  In addition to the security deposit, the contractor shall provide to BHEL bank guarantee from an approved nationalized bank for an amount equal to 5% of the stated price as performance bond (under the terms of a bond) within 30 days from the date of LOI and the terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 months after the expiry of warranty/ guarantee period.	Please delete this clause; Due to COVID -19 Financial Limit affected. It is requested to remove submission of performance Bond equal to 5% of Contract Value. The performance bond will have initial validity of 1 year & validity will be subsequently extended well before expiry of initial validity.	Shall be as per tender.
26.0	Clause No. 33.0 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	LIQUIDATED DAMAGE/ PENALTY:  If the completion of work of the unit is delayed beyond the completion period (Refer clause 26.4.A.5 & 26.4.C above) due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5% of Contract Value per week of delay or part thereof. For Unit # 1, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value. For Unit # 2, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value. For Unit # 3, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value and for Unit # 4, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value. Thus maximum LD considering four units shall be limited to 10% of contract value.	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%). 2. The maximum amount of liability of Bidder for LD & other penalties will be maximum of 5% of contract value. 3. Grace Period of 2 months will be allowed for imposition of LD.  4. LD will not be imposed back dated. BHEL will give prior notice to vendor in this regard.	Shall be as per tender.

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27.0	Clause No. 33.1 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS	Intermediate Milestones (Applicable for each unit separately)	Please delete this clause as this will create negative cash flow.	Shall be as per tender.
28.0	Clause No. 34 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	CONTRACT PRICE: The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (plus/minus fifteen percent) of the awarded price	The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 10 % (plus/minus ten percent) of the awarded price The quantity variation of individual items should remain within ±15%.	Shall be as per tender.
29.0	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.
30.0	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.

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31.0	Clause No. 36.1.5 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid after 45 days of receipt of bill with all supporting documents.	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 30 days of receipt of bill with all supporting documents. 70% payment should be released within 7 days & balance 30% payment should be released within 30 days.	Shall be as per tender.
32.0	Clause No. 36.2.1 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 within 30 days of receipt of invoice. 70% payment should be released within 7 days & balance 30% payment should be released within 30 days	Shall be as per tender.
33.0	Clause No. 36.2.2.5 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	10 % of basic price shall be released against (i) Trial run of the system / package ii) Successful completion of PG (Performance guarantee) test / demonstration test of the system / package, as applicable, (iii) Submission of final documents, e.g. as-built drawings, O&M manual etc and (iv) Handing over of the system / package to the NTPC.	10 % of basic price shall be released on substantial completion of Chimney.  Please note the following is not applicable for chimney work:-  (i) Trial run of the system / package ii) Successful completion of PG (Performance guarantee) test / demonstration test of the system / package, as applicable, (iii) Submission of final documents, e.g. as-built drawings, O&M manual etc and (iv) Handing over of the system / package to the NTPC.  Please delete above mentioned clause.	Shall be as per tender.

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
<b>Tender no PSER:SCT:NBN-C2068:20.</b>				
<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
34.0	Clause No. 37 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PRICE VARIATION CLAUSE(PVC);  Not applicable for this tender.	Should be applicable as per standard norms	Shall be as per tender.
35.0	Clause No. 38 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	OVER RUN CHARGES(ORC);  Not applicable for this tender.	Should be applicable	Shall be as per tender.
36.0	Clause No. 42 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	FABRICATION: Fabrication of structural steel items ( except work done at qualified shop(s) outside the project premises as per BOQ cum price schedule) shall be done in fabrication yard inside project premises.	We request you to allow fabricated structure steel in fabrication yard at site of bidder.  Chimney flue liners can be fabricated at site.	Refer the relevant BOQ items.
37.0	Clause No. 2.24.1 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Even though the work will be carried out under the supervision of BHEL Engineers , the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of commencement of guarantee period	Please change Guarantee to Warranty. Only Warranty is applicable for Chimney work.	Shall be as per tender.

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
<b>Tender no PSER:SCT:NBN-C2068:20.</b>				
<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
38.0	TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	<b>ANNEXURE- B</b> The list of vendors mentioned 5 CHIMNEY ELEVATOR MEKASTER ENGG & EQPT (P) LTD. (GUJARAT) ALIMAK, AB (SWEDEN) UNIVERSAL CONSTRUCTION MACHINERY & EQUIPMENTS (PUNE)	Please confirm that we can also supply elevator through the following parties: - 1. Alikraft Engineers (P) Ltd., Vadodra (Gujarat) 2. Everest Elevator, Pune (Maharashtra) We are procuring regularly from these vendors for NTPC job.	Prior approval of BHEL / Customer is required for supply of elevator. May be intimated for approval of customer during execution stage.
39.0	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.
40.0	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-Avails Technovators, Instapower /Binoy or equivalent.	Prior approval of BHEL / Customer is required for supply of elevator. May be intimated for approval of customer during execution stage.
41.0	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.
42.0	Drawings	GA drawings of Chimneys	Please provide GA drawing of Chimneys	Shall be provided during execution.
43.0	Bank Guarantee	Format of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & PBG will be submitted.	Shall be as per tender.
44.0	Bank Guarantee	Bank Guarantee extension & other action by BHEL	BHEL will give 60 days advance notice to vendor for any action if taken by BHEL.	Shall be as per tender.

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
<b>Tender no PSER:SCT:NBN-C2068:20.</b>				
<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
45.0	MSME Certificate	MSME Certificate	.....covered under MSME and our MSME registration number is.....	Shall be submitted as per tender provision.
46.0	Clause No 35.0 of NIT	<p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29-05-2019 &amp; 04-06-2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.</p> <p>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.</p> <p>Duly filled &amp; signed Form-2 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.</p>	--	<p>Clause no 35.0 of NIT shall be revised as follows:</p> <p>Clause No 35.0: - For this procurement, the local content to categorize a supplier as a class I local supplier/ Class II local Supplier / Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p>Duly filled &amp; signed Form-2 (Format for local content) (Rev-01), as applicable, to be submitted by bidders along with their techno-commercial offer.</p>
47.0	Annexure-1 of NIT	--	--	Tender No Mentioned under Annexure-1 of NIT shall be read as PSER:SCT:NBN-C2068:20 instead of PSER:SCT:NBN-C2067:20.
48.0	E-mail ID	--	--	Additional E-mail ID for this tender is bsandipan@bhel.in

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
<b>Tender no PSER:SCT:NBN-C2068:20.</b>				
<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
49.0	Clause No. 24.4 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	--	Minimum requirement of Tools & plant.....  a) Dozer : 1 # will suffice the given BoQ quantity & duration b) Dumpers : 4 # will suffice the given BoQ quantity & duration c) Earth Compactor : 1 # will suffice the given BoQ quantity & duration d) Air Compressor : 1 # will suffice the given BoQ quantity & duration e) Welding Machine : 15 # will suffice the given BoQ quantity & duration f) Batching Plant : 2 # of Capacity 15 Cum/ hr will suffice the requirement and smoothen the work g) Transit Mixer : 3 # will suffice the given BoQ quantity & duration h) Concrete Pump : 2 # will suffice the given BoQ quantity & duration i) Boom Placer : Provision of 1 # shall expedite/ smoothen the work j) Reinforcement Bending Machine : 3 # will suffice the given BoQ quantity & duration k) Pneumatic Hammer : 1 # will suffice the given BoQ quantity & duration l) Power Winch : 2 # (Capacity 5 T) and 2 # (Capacity 10 T) will suffice the given BoQ quantity & duration m) DG Set : 1 # will suffice the requirement. n) Crawler Cranes can be replaced with other suitable crane(s)  Please modify accordingly...	Shall be as per tender.

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>																																																																																													
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50.0	Clause No. 26.2 VOLUME-IF-CML REV-00  TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	--	Proposed schedule and Milestone for the project as under:  <table border="1"> <thead> <tr> <th rowspan="2">Sl. No</th><th rowspan="2">Activity</th><th colspan="3">Completion Time in Months</th></tr> <tr> <th>Unit # 1</th><th>Unit # 2</th><th>Unit # 3</th></tr> </thead> <tbody> <tr> <td></td><td></td><td>Requirement as per Bid</td><td>Proposed by GDCL</td><td>Requirement as per Bid</td></tr> <tr> <td><b>A SERVICE PART</b></td><td></td><td></td><td></td><td></td></tr> <tr> <td>1 Completion of Raft foundations of Chimney</td><td>3</td><td>3</td><td>6</td><td>4</td></tr> <tr> <td>2 Completion of RCC Wind Shield (M1)</td><td>7</td><td>9</td><td>10</td><td>11</td></tr> <tr> <td>3 Completion of Steel Flue</td><td>10</td><td>12</td><td>13</td><td>14</td></tr> <tr> <td>4 Completion of Borosilicate Lining work</td><td>12</td><td>14</td><td>15</td><td>16</td></tr> <tr> <td></td><td></td><td></td><td></td><td>16 (M2)</td></tr> <tr> <td></td><td></td><td></td><td></td><td>16</td></tr> <tr> <td></td><td></td><td></td><td></td><td>18</td></tr> <tr> <td><b>B SUPPLY PART</b></td><td></td><td></td><td></td><td></td></tr> <tr> <td>1 Design &amp; drawing Approval</td><td>4</td><td>4</td><td>7</td><td>4</td></tr> <tr> <td>2 Supply of Elevator</td><td>7</td><td>10</td><td>10</td><td>10</td></tr> <tr> <td>3 Supply of Electrical Items</td><td>9</td><td>12</td><td>12</td><td>12</td></tr> <tr> <td><b>C. Overall Completion</b></td><td>12</td><td>15</td><td>15</td><td>17</td></tr> <tr> <td></td><td></td><td></td><td></td><td>18</td></tr> <tr> <td></td><td></td><td></td><td></td><td>18</td></tr> </tbody> </table>	Sl. No	Activity	Completion Time in Months			Unit # 1	Unit # 2	Unit # 3			Requirement as per Bid	Proposed by GDCL	Requirement as per Bid	<b>A SERVICE PART</b>					1 Completion of Raft foundations of Chimney	3	3	6	4	2 Completion of RCC Wind Shield (M1)	7	9	10	11	3 Completion of Steel Flue	10	12	13	14	4 Completion of Borosilicate Lining work	12	14	15	16					16 (M2)					16					18	<b>B SUPPLY PART</b>					1 Design & drawing Approval	4	4	7	4	2 Supply of Elevator	7	10	10	10	3 Supply of Electrical Items	9	12	12	12	<b>C. Overall Completion</b>	12	15	15	17					18					18	Shall be as per tender.	
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51.0	--	--	Performance Guarantee/ Security Deposit/ Retention Money. Total amount of Bank Guarantee( BG)/ Retention Money ( 15% of CV in total) is very high and will have adverse effect on cash flow. As you are aware, Ministry of Finance , Govt . of India also has taken steps towards easing of burden / cash flow of contractors by way of reducing BG/ Retention ( relevant circular dated 13.05.2020 is attached herewith) Hence we request you to kindly restrict to total BG/ Retention @5% of Contract Value valid till warranty period / Guarantee period / Defect liability Period of 12 months from the date of handing over of respective chimney to you.	As per tender. Refer Clause no 31.0 & 36.1 of TCC.																																																																																									

<b>Construction of 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.</b>				
<b>Tender no PSER:SCT:NBN-C2068:20.</b>				
<b>ANNEXURE-A TO TCN-04</b>				
<b>CLARIFICATIONS/ MODIFICATIONS</b>				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
52.0	Clause 11/ Page -28 of Annexure A to NIT	--	As per provision Price Variation is payable beyond schedule date of completion, if extended for reasons not attributable to contractor and base date for the calculation is scheduled date of completion of project. We request to pay Price Variation from date of Issue of LOI	As per tender. Refer Clause no 37.0 of TCC.
53.0	Clause 35.1/ Page 24 of TCC	--	We request to pay any variation in existing Taxes also as this is beyond our control	As per tender. Refer Clause 35.0 of TCC
54.0	Clause 33/ page-23 of TCC	--	We request you to please amend the LD clause as per following i. Maximum LD in delay in achieving Milestone M1 shall be maximum of 1% of contract values for all the chimneys ( not for each chimney) ii. Maximum LD in delay in achieving Milestone M2 shall be maximum of 1.25% of contract values for all the chimneys ( not for each chimney) iii. LD for delay in overall completion of the project shall be @0.25% of Balance Value of Contract per week of delay iv. Maximum LD ( including LD towards delay in achievement of Milestones) shall be 5% of Contract Value	As per Tender. Refer Clause no 33.0 of TCC

Form-2 (Format for local content)(Rev-01)

Format for Certification regarding Local content (LC) for Services or Works  
 [Certificate to be provided by local supplier from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of local suppliers other than companies)]

Date:

I < name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant > do hereby certify that < name of authorized signatory of bidder > S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ has solemnly affirmed and declared as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier against the subject tender (**TENDER NO: PSER:SCT:.....**) is \_\_\_\_%. I certify that the item(s) offered by bidder meets the local content requirement for < **Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, tick the applicable option** >. Details of the location(s) at which the local value addition is made by bidder is enclosed.

That he/she agreed to abide by terms and conditions of Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

That the information furnished hereinafter by him/her is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and he/she will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) order 2017**.

He/she agrees to maintain all information regarding his/her claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities

- i. Name and details of the Local supplier (registered Office, Manufacturing and location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Product / Services/ Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed.
- vi. Name and contract details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Products/ Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and behalf of \_\_\_\_\_ <Name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant>

Stamped & signed by Authorized signatory  
 <Insert Name, Designation and Contact No and date>

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 : 23211691/ 23398000

**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 3 Nos 150M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 3x660 MW NPGCL Nabinagar STPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2068:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-C2068:8062 Date: 22-07-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: NBN-C2068:TCN-01 Date: 12-08-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: NBN-C2068:TCN-02 Date: 19-08-2020.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT: NBN-C2068:TCN-03 Date: 26-08-2020.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT: NBN-C2068:TCN-04 Date: 01-09-2020.
	7.0	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  
 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000/ 2339 8236