



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 04

Ref: PSER:SCT:NBN-C2083:TCN-04

Date:18-11-2020

Sub	Tender Change Notice (TCN) - 04.	
Job	CONSTRUCTION OF 3 NOS 150 MTR 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	BHEL's NIT, vide reference no. PSER:SCT:NBN-C2083:8234 Date: 30-10-2020.
	2.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-C2083:TCN-01 Date: 31-10-2020
	3.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-C2083:TCN-02 Date: 02-11-2020
	4.0	BHEL's TCN-03, vide reference no PSER:SCT:NBN-C2083:TCN-03 Date: 09-11-2020
	5.0	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.

1. Clarifications/Modifications attached vide Annexure-A to this TCN-04.
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, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

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.				
Tender no PSER:SCT:NBN-C2083-28.				
ANNEXURE A TO TCN-04				
CLARIFICATIONS/ MODIFICATIONS				
Sl. No.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION/MODIFICATION
1.0	Clause No. 2.21.1 of SI No.14 Amendment to GCC/SCC-Annexure-A of NIT 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 ITA/Arb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court.	Shall be as per tender.
2.0	NIT	-	Micro and Small Enterprises (MSE) MSE/MSME clauses are missing in NIT & it should be applicable. Please note that BIL is covered under MSME and our MSME registration number is UDYAM-MH-19-0001067.	Shall be as per tender.
3.0	Clause No. 3.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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. Chimney flue liners can be fabricated at site.	Shall be as per tender.
4.0	Clause No. 7.1 VOLUME -IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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 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 BIL.	Shall be as per tender.
5.0	Clause No. 8.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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.	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 BIL.	Shall be as per tender.
6.0	Clause No. 12.5.21 & 12.5.22 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	PENALTIES ON VENDORS / SUB-CONTRACTORS AGAINST NON-COMPLIANCE OF QUALITY NORMS	These penalties are on higher side, 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 BIL.	Shall be as per tender.
7.0	Clause No. 14.3.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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. 22.0 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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	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	Tools & Plant Recovery rates	These T&P recovery charges are very high & should be deleted	Shall be as per tender.

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11.0	Clause No. 26.3 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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.	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 agreed in writing by BHEL & BIL Engineer after completion of following:- 1. Handing over of hindrance free area for site, fabrication yard & Batching Plant 2. Issue of Form – V 3. Issue of Approved for Construction Drawings for Excavation, Pile Cap/Raft & Chimney shell. Handover of work front for Chimney 1,2 & 3 will be signed separately & individually. The completion of each unit will be considered separately from work front handing over date.	Shall be as per tender.
12.0	Clause No. 26.4 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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 of Chimney for 1st Unit including all balance activities - 11 months 5 Completion of all work for UR1 Chimney - 12 months 6 Completion of Raft foundations of Chimney for 2nd Unit - 6 months 7 Completion of RCC Wind Shield for 2nd Unit - 10 months 8 Completion of Steel Flue for 2nd Unit - 12 months 9 Completion of Borosilicate Lining work of Chimney for 2nd Unit - 14 months 10 Completion of all work for UR2 Chimney - 15 months 11 Completion of Raft foundations of Chimney for 3rd Unit - 9 months 12 Completion of RCC Wind Shield for 3rd Unit - 13 months 13 Completion of Steel Flue for 3rd Unit - 15 months 14 Completion of Borosilicate Lining work of Chimney for 3rd Unit. 17 months 15 Completion of all work for UR3 Chimney - 18 months Total Completion time for three units is 18 (12+3+3) 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.
13.0	Clause No. 27.0 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT,SCOPE,ETC.	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. 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. BHEL Mobilisation period is 30 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 18 (eighteen) months from the date of 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.
14.0	Clause No. 28 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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 / BIL 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-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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. Mobilisation 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/ MODIFICATIONS				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION/MODIFICATION
16.0	Clause No. 33.2.1 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	If the completion of work is delayed beyond the completion period (as mentioned in clause no - 27) due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5 % of contract price per week of delay or part thereof subject to a maximum of 10 % of the total contract value.	1. -----a sum @ 0.025 % of contract price per week of delay or part thereof subject to a maximum of 5 % of the total contract value.----- 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 BIL in this regard.	Shall be as per tender.
17.0	Clause No. 33.1 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	Intermediate Milestones	Please delete this clause as this will create negative cash flow.	Shall be as per tender.
18.0	Clause No. 36.3 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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.
19.0	Clause No. 36.4 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	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 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. 2.24.1 VOLUME-4B-GCC REV-00	PERFORMANCE GUARANTEE FOR WORKMANSHIP :Even though-----guarantee the work done for a period of twelve months from the date of commencement of guarantee period...Guarantee money	Only Warranty is applicable for Chimney work.	Shall be as per tender.
21.0	Form No. : F-15 (Rev 02) VOL-IE-FORMS & PROCEDURES.	MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR: Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL.	Shall be as per tender.
22.0	Drawings	GA drawings of Chimneys.	Please provide GA drawing of Chimneys.	Will be provided to successful bidder at the time of execution.
23.0	Format for Bank Guarantee VOL-IE-FORMS & PROCEDURES.	Format of Bank Guarantees.	Format will be duly vetted by our bankers & thereafter BG, SOBG & PBG will be submitted.	Shall be as per tender.
24.0	Clause No. 29 VOLUME-4F-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT	Time Extension (EOT)	EOT/time extension shall be decided by BHEL within 1 month of the receipt of EOT application submitted by BIL.	Point noted. However,Time involved in EOT/time extension proposal of successful bidder will depend on completeness and correctness of time extension related documents submitted by successful bidder.
25.0	FORM-2 OF NIT	Form-2 (Format for local content)	Please provide the revised Form -02 (Format for local content) with removing of list as required in format	Bidders to pl. refer TCN-02 dtd.02-11-2020.
26.0	Clause No.7.1.1 HSE ORGANISATION of VOL-ID-SCC-HSEP14-HSEP for Site Operations-HSEP-14.ER.Rev-01 dtd.08-05-2020	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 mandated 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.
27.0	Clause No.7.1.4 AVAILABILITY AND PENALTY FOR NON-DEPLOYMENT OF VOL-ID-SCC-HSEP14-HSEP for Site Operations-HSEP-14.ER.Rev-01 dtd.08-05-2020	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 still penalty	Shall be as per tender.
28.0	Sl.No.A14 of SCHEDULE-II PRICE BREAK UP of Price Schedule VOLUME-III PRICE SCHEDULE, REV-00	Supply of concrete	As per description of this line (Sl No A14), supply of concrete is in the scope of Contractor. We request BHEL to re-confirm this statement / requirement.	Ready mix cement concrete required for the items of works wherever specifically mentioned in Price schedule in BHEL's scope, shall be provided 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. For all other concreting works, Concrete supply (including cement) is in the scope of contractor.
29.0	-	GA / Dimension Drawings of Chimney	GA/ Dimension drawings of Chimney are not available in the tender specification. Kindly furnish the same.	Will be provided to successful bidder at the time of execution.
30.0	-	Soil data in the chimneys' location(s)	Borelog data for the chimney area(s) are not available. Please provide the same.	All bidders are requested to visit site for assessment of actual site conditions before submission of bid.

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31.0	-	-	We require urgently the ground water table / level and soil characteristics in the chimney area(s) for accurately estimating the nature / extent of de-watering and excavation works involved in the subject project as per available BOQ.	As per soil investigation conducted at site, standing water level in chimney area was struck at a depth of about 10.95 mtr to 12.7 mtr below existing ground level.However, for assessment of actual site conditions, all bidder are requested to visit site before submission of bid.
32.0	Clause No. 8.IV.iv) Or NIT	<p>i). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:</p> <p>a) All the bidders having Overall Performance Rating (RBHEL) ≥60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>b) If even after using option "a", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>c) If even after using option "a" and "b", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)-having Overall Performance Rating (RBHEL) ≥60, (b)- 'First timer' bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.</p>	-	<p>i). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than three, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:</p> <p>a) All the bidders having Overall Performance Rating (RBHEL) ≥60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>b) If even after using option "a", the number of qualified bidders remains less than three, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>c) If even after using option "a" and "b", the number of qualified bidders remains less than three, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.</p> <p>Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than three, then all bidders (a)- having Overall Performance Rating (RBHEL) ≥60, (b)- 'First timer' bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.</p>
33.0	Sl. No.5 of Explanatory Notes for the PQR:	<p>Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:</p> <p>i) 'Similar' work means</p> <p>a. Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works for all packages mentioned under 'CIVIL WORKS'</p> <p>b. Electrical or C&I or 'Electrical and C&I' shall be considered similar works for all packages mentioned under 'ELECTRICAL AND C&I WORKS'</p> <p>* The evaluation currency for this tender shall be INR.</p>	-	<p>Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:</p> <p>i. Bidder should have executed similar work of any one of the following:</p> <p>a. One (1) work of value not less than Rs XXX OR b. Two (2) works of not less than Rs YYY OR c. Three (3) works of not less than Rs ZZZ (Value XXX, YYY, ZZZ shall be as indicated by BHEL in PQR)</p> <p>ii. 'Similar' work means</p> <p>a. Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Coding Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works for all packages mentioned under 'CIVIL WORKS'</p> <p>b. Electrical or C&I or 'Electrical and C&I' shall be considered similar works for all packages mentioned under 'ELECTRICAL AND C&I WORKS'</p> <p>* The evaluation currency for this tender shall be INR.</p>
34.0	Clause No. 36.3 VOLUME-IF-C&I REV-00 TECHNICAL CONDITIONS OF CONTRACT	<p>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.</p>		<p>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 and confirmation of receipt of all TCS certificates from vendor. 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.</p>

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 150 MTR 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.	
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	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NBN-C2083:TCN-04 Date: 18-11-2020
	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 and 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)