



# Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1, SECOTR II,

SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA

Phone: 033-23398220, 033-23211690 FAX: 033-23211960

Sub	TENDER CHANGE NOTICE (TCN-07 DTD. 24/03/2021)
Job	"OVERHAULING OF TURBINE (HP, IP & LP), GENERATOR, TDBFP-TURBINE AND AUXILIARY WORKS AT UNIT-1, 500 MW (KWU DESIGN), KODERMA TPS, DVC, JHARKHAND".
Ref	E-TENDER NO.: PSER:PUR:KDM-S430:20 (ENQ:20:PP:0015:PUR:87) Date 26/02/2021, TCN-01 dtd. 08/03/2021, TCN-02 dtd. 11/03/2021, TCN-03 dtd. 12/03/2021, TCN-04 dtd. 16/03/2021, TCN-05 dtd. 19/03/2021 & TCN-06 dtd. 23/03/2021.

1) With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.

Sl. No.	Description / Tender clause	Existing Provision	Revised Provision
1	Cl. No. 2.0 c) of NIT	Security deposit shall be submitted as per provision of tender. Security deposit shall cover the entire duration of work plus the performance guarantee period plus three months notice period prior to release of the same.	Security deposit shall be submitted as per provision of tender.
2	Cl. No. 1.8.2 of General & Special Conditions of Contract [For Services Job]	The total amount of Security Deposit will be 5% (Five percent) of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.	The total amount of Security Deposit will be 3% (Three percent) of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
3	Portion of Cl. No. 1.8.6 of General & Special Conditions of Contract [For Services Job]	The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:.....	The balance amount to make up the required Security Deposit of 3% of the contract value may be furnished in any one of the following forms:.....

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Sl. No.	Description / Tender clause	Existing Provision	Revised Provision
4	Cl. No. 1.8.7.4 of General & Special Conditions of Contract [For Services Job]	Security Deposit should cover up to the period of guarantee also. (Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).	(Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).
5	Cl. No. 1.8.9 of General & Special Conditions of Contract [For Services Job]	Return of Security Deposit: If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period as per clause 2.13.	Clause stands deleted
6	Portion of Cl. No. D of Special Terms & Conditions for Services Job	Return of Security Deposit: If the contractor duly fulfils the contractual obligations as per contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion of guarantee period irrespective of release of last 10% payment. In no case Security Deposit can be released before settling all claims of BHEL on contractor under this contract. No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.	Return of Security Deposit: If the contractor duly fulfils the contractual obligations as per contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, irrespective of release of last 10% payment. In no case Security Deposit can be released before settling all claims of BHEL on contractor under this contract. No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

Sl. No.	Description / Tender clause	Existing Provision	Revised Provision
7	Cl. No. 4 vi) of Special Terms & Conditions for Services Job	<p>Performance Guarantee: Even though the work will be carried out under supervision of BHEL Engineers, the contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of Six months from the date of re-commissioning of the set after the overhaul. The guarantee should cover all defects notified during this period and shall have to be attended free of cost immediately or at the time our clients are able to give shutdown of the set for the required period, when necessary. In case of failure of contractor to attend to the defect as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to the contractor's account and shall be recoverable from the security deposit / progressive payments.</p>	<p>Performance Bond (PB): The value of Performance Bond to cover the performance guarantee period shall be 5% of the contract value. Performance Bond may be collected in any one of the two alternatives:  i) SD amounting to 3% may be retained as part of performance bond and thereafter the same shall be termed as 1<sup>st</sup> part of performance bond valid up to the entire performance guarantee period.  The balance amount of performance bond to cover the total amount of performance bond shall be submitted (valid from the date of re-commissioning/synchronization of the set after the overhaul and valid up to entire performance guarantee period) shall be submitted by contractor in the form &amp; manner as mentioned under cl. No. 1.8 of General &amp; Special Conditions of Contract [For Services Job]. In case the SD submitted in BG, conversion of the same as part of Performance bond shall be done on vendor's request and if the balance 2% performance bond is submitted in the form of BG, same shall be submitted in PBG format prescribed in tender documents.  OR  ii) Contractor may also submit performance bond of 5% of contract value at the start of guarantee period in the form of PBG valid up to entire guarantee period. In such case sl. No. i) shall not be applicable.  If requisite Performance Bond is not submitted within 7 days of re-commissioning/synchronization/job completion (as appl.), Interest @ SBI PLR +2% will be charged.  Performance Guarantee: Even though the work will be carried out under supervision of BHEL Engineers, the contractor shall guarantee against defects attributable to faulty workmanship or procedure adopted in the overhaul for items covered in the contract for a period of Six months from the date of re-commissioning/synchronization of the set after the overhaul. The guarantee should cover all defects notified during this period and shall have to be attended free of cost immediately or at the time our clients are able to give shutdown of the set for the required period, when necessary. In case of failure of contractor to attend to the defect as and when required in time, BHEL shall arrange to attend the defects and the charges shall be levied to the contractor's account and shall be recoverable from the Performance Bank Guarantee / progressive payments.  Return of Performance Bond: Performance Bond shall be released after successful completion of performance guarantee period.</p>

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Sl. No.	Description / Tender clause	Existing Provision	Revised Provision
8	Cl. No. 08 c) of Special Note to Bidders	Balance 10% of contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable after synchronization of the unit and on receipt of final payment by BHEL from Customer & after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.	Balance 10% of contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable after synchronization of the unit, availability of Performance Bond as per contract and on receipt of final payment by BHEL from Customer & after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.
9	Cl. No. 07 of Special Note to Bidders	Security Deposit: Vendor shall furnish security deposit as per clause no.1.8 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and clause no (D) of SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS. Security Deposit shall be released to vendor after successful completion of defect liability period of six (06) months and this shall be read in conjunction with clause no.1.8.9 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB].	Security Deposit: Contractor shall furnish security deposit as per clause no. 1.8 of GENERAL & SPECIAL CONDITIONS OF CONTRACT [FOR SERVICES JOB] and clause no (D) of SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS and the same shall be read as per revised provision of this TCN.

- 2) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & '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 (PURCHASE)

(Signature, date & seal of authorized representative of the contractor)

**ANNEXURE - IV**

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

To,  
**Bharat Heavy Electricals Limited,**  
**POWER SECTOR – EASTERN REGION**  
**2nd FLOOR, Block-DJ, Plot-9/1, Sector – II**  
**SALT LAKE CITY, KOLKATA – 700 091**  
**FAX – 033-2321-1960**

**Job: “OVERHAULING OF TURBINE (HP, IP & LP), GENERATOR, TDBFP-TURBINE AND AUXILIARY WORKS AT UNIT-1, 500 MW (KWU DESIGN), KODERMA TPS, DVC, JHARKHAND”.**

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Dear Sir/Madam,

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 websites and in case of 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 and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)