



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

### TCN - 07

Ref: PSER:SCT:KLN-M1845:TCN-07

Date: 01-09-2017

Sub	Tender Change Notice (TCN) - 07.	
Job	Material Management work, consisting of receipt, unloading, handling, verification, storage, issue, record maintenance, etc of materials of boiler & auxiliaries, TG & auxiliaries, electrical system, control & instrumentation system, non-BHEL system, steel, cement, construction equipments, miscellaneous items etc. for 2x660 MW Maitree Thermal Power Project, Khulna, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-M1845:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M1845:5819, Dated 24-07-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-M1845:TCN-01, Dated 03-08-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KLN-M1845:TCN-02, Dated 05-08-2017.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:KLN-M1845:TCN-03, Dated 11-08-2017.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KLN-M1845:TCN-04, Dated 19-08-2017.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KLN-M1845:TCN-05, Dated 24-08-2017.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:KLN-M1845:TCN-06, Dated 30-08-2017.
	9.0	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. Bidders' Clarification is attached vide **Annexure-A to TCN-07**.
2. Revised **Volume-IF-TCC-CML-Rev-03** attached, superseding Volume-IF-TCC-CML-Rev-02 issued earlier along with TCN-05. (Revision in cl. no. 11.11, 23.1, 23.3 and 31.5). However, **bidders are requested to go through all the tender documents including subsequent TCN(s) before submitting their offer.**
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (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) 23398000

**ANNEXURE-A TO TCN-07**

**Job: Material Management work, consisting of receipt, unloading, handling, verification, storage, issue, record maintenance, etc of materials of boiler & auxiliaries, TG & auxiliaries, electrical system, control & instrumentation system, non-BHEL system, steel, cement, construction equipments, miscellaneous items etc. for 2x660 MW Maitree Thermal Power Project, Khulna, Bangladesh.**

**TENDER NO : PSER:SCT:KLN-M1845:17**

**CLARIFICATION OF BIDDERS' QUERY**

SL NO	REFERENCE CLAUSE OF TENDER DOCUMENT	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	Clause No: 4.12 & 13.17 of TCC Rev-02	All materials/equipment shall be stacked and stored above ground level by the use of concrete or wooden sleepers as per instruction of BHEL Engineer. ....however, BHEL will provide concrete sleepers free of cost during execution based on the availability & requirement of the vendor. Further, As per clause No 13.17, the contractor shall provide wooden/RCC sleepers as per	We understand from the existing clause that vendor has to provide only 200 no. of wooden sleepers as per BOQ in this contract. Rest all sleepers as per requirement shall be provided by BHEL free of Cost. Kindly Confirm.	Bidder has to provide sleepers as per BOQ (Vol-III). Rest sleepers shall be provided by BHEL as per other provisions of the contract.
2.0	Clause No: 11.11 & 16.9 of TCC Rev-02	As per clause 11.11, The contractor shall have total responsibility for all materials in his custody....The contractor shall make suitable & adequate arrangement to ensure the above, by deploying security personnel. Whereas as per clause 16.9, BHEL shall provide security in the store yards.	Kindly clarify that bidder should consider deployment of security personnel for the entire work or bidder's responsibility is limited to deployment of security guard for their own assets only ?	Clause no. 11.11 has been amended. Please refer TCC-CML-Rev-03 attached with this TCN.
3.0	Clause No: 23.3 of TCC Rev-02	No land will be provided for labour colony....	We have visited site & have learned that accomodation arrangement is not available in radius of 5-8 kms. We request BHEL to provide Land for labour hutment inside plant premises.	Clause no. 23.1 has been amended. Please refer TCC-CML-Rev-03 attached with this TCN.  Clause 23.3 stands deleted.
4.0	Clause No: 31.5 & 31.6 of TCC Rev-02	For deployment of 40 T crane, separate rate is to be quoted as per..... Further for balance T & P.....no separate payment shall be made and deployment of same shall be with in quoted rates	We understand that separate rate is applicable for 75 T crane also as per price bid and balance T & P as per clause no. 31.6 does not comprise of 75 T crane. Kindly Confirm.	Clause no. 31.5 has been amended. Please refer TCC-CML-Rev-03 attached with this TCN.
5.0	Clause No: 39.6 of TCC Rev-02	100 % payment shall be made in USD to USD account of the bidder in Bangladesh. Bidder shall obtain necessary approval / permission for outward remittance as may be required for operation	Kindly confirm, what and all will be the applicable tax dedcutions (% wise) & other deductions in raised RAB ? Further applicability of other Taxes if bidder brings his profit back to india	Income Tax shall be deducted as per Clause No. 38.3.1 of Volume-IF-TCC-CML.  VAT Deduction, if any shall be made as per Clause No. 38.2.5.1 of Volume-IF-TCC-CML
6.0	Clause No: 41.1 of TCC Rev-02	Guarantee Period	As we understand that this is a material handling tender & we are not providing any erection services, applicability of guaranty period does not seem justified in MM contract. We request BHEL to delete this clause and vendor's retention should be released with final bill	Shall be as per tender provision.
7.0	-	Further to our query, kindly also confirm,	(i) Whether the services provided by the successful bidder shall be considered as "Export of Service" or not? This information is required to know the tax applicability. (ii) Whether the service receiver i.e. BHEL is also registered as a Bangladesh Company. (iii) what will be the billing address i.e RAB shall be claimed to BHEL site office of Bangladesh or to Indian address only?	The billing shall be made from the Entity presence of the successful bidder from Bangladesh. Hence, the same shall not be " Export of Service " in India.  Billing shall be made to BHEL Site office in Bangladesh.

**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	Material Management work, consisting of receipt, unloading, handling, verification, storage, issue, record maintenance, etc of materials of boiler & auxiliaries, TG & auxiliaries, electrical system, control & instrumentation system, non-BHEL system, steel, cement, construction equipments, miscellaneous items etc. for 2x660 MW Maitree Thermal Power Project, Khulna, Bangladesh.	
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	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KLN-M1845:TCN-05, Dated 24-08-2017.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:KLN-M1845:TCN-06, Dated 30-08-2017.
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:KLN-M1845:TCN-07, Dated 01-09-2017.
	10.0	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) 23398000