



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 08

Ref: PSER:SCT:SDG-C2062:TCN-08

Date: 28-08-2020

Sub	Tender Change Notice (TCN) – 08.	
Job	Civil, Structural & Architectural works for Main Plant & BOP (excluding piling and levelling & grading work) for 1x660 MW, Unit no. 5, WBPDC Sagardighi TPP Extension Project.	
Ref	1.0	Tender no PSER:SCT:SDG-C2062:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SDG-C2062:8055, Date: 18-07-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:SDG-C2062:TCN-01, Date: 27-07-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:SDG-C2062:TCN-02, Date: 03-08-2020.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:SDG-C2062:TCN-03, Date: 10-08-2020.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:SDG-C2062:TCN-04, Date: 13-08-2020.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:SDG-C2062:TCN-05, Date: 14-08-2020.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:SDG-C2062:TCN-06, Date: 20-08-2020.
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:SDG-C2062:TCN-07, Date: 27-08-2020.
	10.0	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 to bidder's query is attached vide Annexure-A to TCN-08.
2. Due date of submission of offer is extended from 28-08-2020 to **10-09-2020 (15-00 hrs. IST)**. Bidders are requested to submit their offer by extended due date positively.
3. Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR. ENGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339 8231

ANNEXURE-A TO TCN-08				
JOB: Civil, Structural & Architectural works for Main Plant & BOP (excluding piling and levelling & grading work) for 1x660 MW, Unit no. 5, WBPDC Sagardighi TPP Extension Project.				
TENDER NO - PSER:SCT:SDG-C2062:20				
CLARIFICATION OF BIDDER'S QUERY				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Security Deposit (Amendment to Cl 1.10.1 /1.10.2/ 1.10.3 of GCC, NIT Pg 24-25 of 41)	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authorities.	<p>The existing provisions are very stringent keeping in view the Financial Constraints presently being faced by Contractors due to on-going Covid-19 pandemic. Ministry of Finance, Govt. of India has also taken measures to boost economic conditions of contractors like releasing of Performance Security on existing contracts during the unprecedented situation due to Covid-19 pandemic.</p> <p>To ease out Financial Constraints of Contractors, in the line of Guidance of Ministry of Finance, Govt. of India vide above mentioned circular dated 13.05.20, we request you for the followings :</p> <p>i. Delete the provisions of Security Deposit cum SDBG. ii. We would request you to limit the cash retention amount to 2.5% of RA Bill value.</p>	Shall be as per tender terms & conditions.
2	SDBG (Amendment to Cl 1.10.8 of GCC, NIT Pg 25 of 41)	SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor. If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor. Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery). In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.		
3	Retention Amount Cl 2.22 of GCC, Pg 28 of 30	Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Refund of Retention Amount shall be as follows: i) 50% of retention amount along with 'Final Bill' ii) Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period.		
4	Mobilization Advance (Cl. No. 37 of TCC, Pg 31 of 42)	Not Applicable for this tender.	We would request you to provide at least 5% Mob Advance (interest free) to maintain proper cash flow at site.	Shall be as per tender terms & conditions.
5	General		Secured Advance - No provision found in tender. We would request you to pay Secured Advance @ 100% of landed cost of materials for any non-perishable cash intensive materials like Colour Coated Sheets, Deck Sheets, Doors, Windows, Rolling Shutters, Flooring Marbles / Tiles, False Ceiling, False Flooring Materials, etc..	Shall be as per tender terms & conditions.
6	INTERIM PAYMENTS - RA Bill Payment (Cl. No. 44 of TCC, Pg 33 of 42)	The contractor shall submit his running bill, once in a month at the end of each month. The RA bill complete in all respect, accompanied by BHEL engineers certified measurement sheets, jointly signed, will be paid after 45 days of submission of bill, subject to completeness and correctness. Income Tax at the prevailing rates on gross value of work done & applicable surcharge shall be deducted from contractor's bill, unless exempted by Income Tax Authority.	<p>We would request you to replace the clause of TCC by the provisions mentioned under Chapter : X of SCC Pg 44 of 47, which is as follows with slight modification towards aforementioned requested provisions for cash retention –</p> <p>Release of payment in each running bill including PVC Bills where ever applicable will be restricted to 95% 97.5% of the value of work admitted as per stages of progressive pro rata payments. The 5% 2.5% thus remaining shall be treated as 'Retention Amount' and shall be released as per terms specified in the General Conditions of Contract.</p> <p>The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. In case of Civil works, 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>	Shall be as per tender terms & conditions. Bidders are requested to also refer TCN-02.

ANNEXURE-A TO TCN-08				
JOB: Civil, Structural & Architectural works for Main Plant & BOP (excluding piling and levelling & grading work) for 1x660 MW, Unit no. 5, WBPDC Sagardighi TPP Extension Project.				
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CLARIFICATION OF BIDDER'S QUERY				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
7	General		Break-up of Payment for Structural Steel Fabrication and Erection Items - Not found provision in tender document. We would request for payment break-up of structural steel work as follows – a) 70% on Fabrication, b) 20% on Erection and c) 10% on alignment and final welding.	Bidders are requested to refer Volume-III-Price Schedule, Rev-01.
8	Price Variation Compensation (Amendment to Cl 2.17 of GCC, NIT Pg 28-29 of 41)	In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section) 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component.	As you are aware, market has become volatile due to present situation arises out of Covid-19 pandemic and it is not possible to envisage probable increase in prices of resources at this stage. You are, therefore, requested to make Price Variation payable from date of Issue of LOI making base date for calculation as Last date of Submission of Bid.	Shall be as per tender terms & conditions.
9	Taxes & Duties (Cl 43 of TCC, Pg 32-33 of 42)	All taxes excluding GST but including BOCW and other statutory Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. Benefits and / or abolition of existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.	We would request you to compensate for any variation in existing taxes and / or for introduction of any new taxes during execution of contract.	Shall be as per tender terms & conditions.
10	Liquidated Damage / Penalty (Cl 2.7.9 of GCC Pg 17 of 30) & (Cl. 34 of TCC, Pg 30 of 42)	If the contractor fails to maintain the required progress of work, BHEL shall impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Intermediate Milestones Liquidated damage shall be imposed for non-achievement of Milestones as mentioned in Clause 32.2.1, 32.2.2, 32.2.3 & 32.2.4 above. Applicable rate for LD deduction will be 0.10% per week of Contract Value, limited to maximum 2% of executable contract value plus applicable GST which will be withheld till completion of job and decision of deductible LD amount. Also for non-achievement of further Milestones as mentioned in Clause 32.2.7, 32.2.9, 32.2.10 & 32.2.11 above similar intermediate Milestone LD will be imposed at the rate of 0.10% per week of Contract Value, limited to maximum 3% of executable contract value plus applicable GST. This amount shall also be withheld till completion of job and decision of deductible LD amount. Amount already withheld, if any against slippage of milestones mentioned in clause 32.2.1, 32.2.2, 32.2.3, 32.2.4, 32.2.7, 32.2.9, 32.2.10 & 32.2.11 above, shall be released only if there is no delay attributable to contractor in achievement of Milestone as mentioned in clause 32.2.13. Amount to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld from the immediate next RA bills of scheduled milestone dates, in case milestone dates could not be achieved by the agency, and it is to be withheld @10% of RA Bill amount until the specified limit of LD amount is reached. In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.	We would request you to delete the provision of withholding payment from RA Bills on non-achievement of milestones, to maintain cash flow for work progress. LD shall be applicable for delay in overall completion only in case of reasons for delay being attributable to contractor and the same shall be calculated as 0.05% of balance work value per week of delay subject to max. of 5% of Contract Value.	Shall be as per tender terms & conditions.

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11	Definition of Surplus Materials for Return (Clause No. 27.1.3 & 27.3.3 of TCC (Page no. 27 of 42)	Surplus = Un-tempered, unused, uncut quantity of steel returned by Contractor to BHEL Store	<p>Generation of cut-piece but usable good steel cannot be restricted within the allowable wastage limits mentioned in the contract as 3% & 4%, beyond which penal recovery rates have been specified by you as Rs. 75000/- per MT and Rs. 90000/- per MT against reinforcement steel and structural steel respectively. This is very stringent and not practically workable as cut-pieces are generated during execution of project in the interest of progress of the project.</p> <p>We would request you to modify the definition of good steel for return as follows –</p> <p>Wastage limits of structural steel sections and plates should be established as per cutting plan at worksite.</p> <p>Cut-piece Reinforcement Steel / Structural steel rolled sections of length more than 2 M and plates of area more than 1 Sqm should be considered as good 'Surplus' steel for return to BHEL against which full credit of return should be given in reconciliation.</p> <p>Rolling Margin should be established at site and should be considered for reconciliation separately.</p>	Shall be in line with the provision of tender
12	General		<p>Deployment of Crane-</p> <p>Higher Capacity Crane beyond 75 MT shall be provided by BHEL on free of cost basis.</p>	Bidders are requested to please refer Volume-IF-TCC of tender.
13	General		<p>Free Issue Material -</p> <p>We understand that following materials shall be supplied by you Free of cost basis & shall be collected from your local store / Yard :</p> <ul style="list-style-type: none"> • RMC : Item nos.A201-AA208, A211-A220 (Sec. A200 – Concrete work) • Rebar : Item nos.402 & A402 (Sec. 400 – Reinforcement work) • MS Embedment, Insert, Pipe Sleeves, Foundation Bolt etc. : Item nos.703 a, b & A703 (Sec. 700 – MS Embedments) • Vibration Isolation Spring Modules : Item no.705 (Sec. 700 – MS Embedments) • Earthing mats / Rods : Item no.1808 & 1812 (Sec. 1800 – Miscellaneous) • Structural Steel : Item no.A2301, 2314 (Sec. 2300 – Structural Steel) 	Shall be as per tender terms & conditions.
14	Price Schedule - Breaking of Pile head (Sec. 2500 Piling)		For item nos. B2504 a & b, as units of these items are in 'No', please specify the length of pile head to be broken or please change the unit to 'RM'.	Shall be as per tender terms & conditions.
15	Price Schedule - Granite Flooring Item No. 1412		<p>Please note that For Item No. 1412 (Granite Flooring) we have found item in Service section only, no item is in Supply section.</p> <p>Therefore, please confirm whether you shall modify the Schedule or we shall consider as a composite item that provided in service part.</p>	Bidders are requested to refer Volume-III-Price Schedule, Rev-01.
16	Price Schedule - Max Thickness of Sheet (Sec. 1500 Roofing / Cladding)		<p>Please mention maximum thickness of Roofing & Cladding sheet for the following items:</p> <ul style="list-style-type: none"> • Item no. 1502a, A1504, A1519 (Sec. 1500 – Roofing / Cladding) 	Bidders are requested to refer technical specification of tender.

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17	Incorporation of BHEL's clarification in Price Schedule		In Point Nos. 13, 14, 17 & 18 of Annexure-A to TCN-04, it is mentioned under 'BHEL's Clarification' that – "Noted and shall be revised accordingly". We understand that the same are required to be incorporated in Price Schedule / Other Provisions accordingly. Kindly check and incorporate the same for our calculation of price working accordingly.	Bidders are requested to refer Volume-III-Price Schedule, Rev-01.
18	Price Schedule - Specification and Drawing for Stop Lock Gate (Item No. 2329 & ST 2329)		We would request you to provide the detailed specification and drawing for Stop Lock Gate for assessment of cost involvement and price working against the items.	Bidders are requested to refer technical specification of tender.
19	Price Schedule		We find that there is no provision in the tender for indicating item-wise rates by the Bidder. We also find that the rates for certain major items work out to be very low and unworkable based on the weightage factors indicated by BHEL and working at site based on those unit rates will hamper the cash flow of the contractor very badly. We would therefore request you to allow us to submit item-wise rates as per our own calculations.	Shall be as per tender terms & conditions.

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	Civil, Structural & Architectural works for Main Plant & BOP (excluding piling and levelling & grading work) for 1x660 MW, Unit no. 5, WBPDC Sagardighi TPP Extension Project.	
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	10.0	BHEL's TCN-08, vide reference no PSER:SCT:SDG-C2062:TCN-08, Date: 28-08-2020.
	11.0	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)