



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 10

Ref: PSER:SCT:SDG-C2063:TCN-10

Date: 10-09-2020

Sub	Tender Change Notice (TCN) - 10	
Job	Civil, Structural & Architectural works for coal handling plant & ash handling plant except piling of 1 x 660 MW Unit-V, Sagardighi TPP extension.	
Ref	1.0	Tender no: PSER:SCT:SDG-C2063:20
	2.0	BHEL's NIT, vide reference no: PSER:SCT:SDG-C2063:8064, Date: 22-07-2020.
	3.0	BHEL's TCN- 01, vide ref. no. PSER:SCT:SDG-C2063:TCN-01, Date: 06-08-2020.
	4.0	BHEL's TCN- 02, vide ref. no. PSER:SCT:SDG-C2063:TCN-02, Date: 10-08-2020.
	5.0	BHEL's TCN- 03, vide ref. no. PSER:SCT:SDG-C2063:TCN-03, Date: 12-08-2020.
	6.0	BHEL's TCN- 04, vide ref. no. PSER:SCT:SDG-C2063:TCN-04, Date: 17-08-2020.
	7.0	BHEL's TCN- 05, vide ref. no. PSER:SCT:SDG-C2063:TCN-05, Date: 21-08-2020.
	8.0	BHEL's TCN- 06, vide ref. no. PSER:SCT:SDG-C2063:TCN-06, Date: 22-08-2020.
	9.0	BHEL's TCN- 07, vide ref. no. PSER:SCT:SDG-C2063:TCN-07, Date: 26-08-2020.
	10.0	BHEL's TCN- 08, vide ref. no. PSER:SCT:SDG-C2063:TCN-08, Date: 01-09-2020.
	11.0	BHEL's TCN- 09, vide ref. no. PSER:SCT:SDG-C2063:TCN-09, Date: 05-09-2020.
	12.0	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. Due date of submission of offer is extended from **10-09-2020 to 17-09-2020 (15-00 hrs)**. Bidders are requested to submit their offer by extended due date positively.
2. Introduction of Clause No. 40.0 in NIT as per attached **Annexure-A** to this TCN-10.
3. The clarifications to bidder's queries are attached as **Annexure-B** to this TCN-10.
4. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
5. 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, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

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

ANNEXURE – A

Cl.No.40.0 of NIT is as follows:

Clause No.40.0: Bidder shall submit duly filled & signed Form-3 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
However, in this regard, provision of Clause no 1.15.9 of GCC shall also be applicable.

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

FORM – 3(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no

Job:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are not from such a country and eligible to be considered for this tender.

For and behalf of _____ (Name of the bidder)

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

Civil, Structural & Architectural works for coal handling plant & ash handling plant except piling of 1 x 660 MW Unit-V, Sagardighi TPP extension.				
TENDER NO - PSER:SCT:SDG-C2063:20 ANNEXURE-B (TCN-10)				
CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
1	ST NO. 214A OF PRICE SCHEDULE	Design Mix cement concrete as per IS:456, IS 3370 & IS 10262-2009 for reinforced concrete works using graded aggregate for Concrete (with slump more than 125 mm) in water retaining / conveying structures Water tightness is to be ensured including structural grouting if required.	Structural grouting will be paid in which item	Bidders are requested to note that Structural grouting is Included in this item (ST No 214A)
2	ST NO. 217A OF PRICE SCHEDULE	Extra over and above St No 216 for cutting of reinforcement, all sizes and types including labour, equipment, return of cut reinforcement to store etc all complete as per specification, drawings and instructions of engineer in charge. Measurement shall be on the cross sectional area of reinforcement cut.	Approximate distance of BHEL's store from existing structures.	Interested bidder may have a site visit.
3	ST. No. 223A of Price Schedule OF PRICE SCHEDULE	Cutting of existing concrete/ RCC slab (total thickness upto 250mm including floor finish & deck sheet if any) inside control room/ pump house or anywhere inside boundary using power tools of and as directed by Engineer (measurements shall be taken as per cutting surface area).	Details of painting required	Shall be as per Technical Specification
4	ST NO. 200B to 212B OF PRICE SCHEDULE	CONCRETE WORK: Transportation from Batching Plant and placing concrete work including cost of labour, materials (unless otherwise specified in BOQ / contract specification) and equipment for handling, transportation, placing, vibrating and curing (excluding cost of centering, shuttering and reinforcement) (CONCRETE WITH CEMENT, AGGREGATES, REQUIRED ADDITIVES / PLASTICIZER / SUPERPLASTICIZER ETC. AND INCLUDING TRANSPORTATION, POURING / LAYING, COMPACTION AND CURING ETC. ALL COMPLETE IS IN THE SCOPE OF CONTRACTOR)	Total concrete quantity for these items as mentioned in the price schedule is only 3483 Cum. and installation of one Batching Plant for this small qty. of concrete is uneconomical. We are requesting BHEL to supply RMC for these items also.	Bidders are requested to refer clause no. 22.0 of TCC-VOL-IF-CML.
5	ST NO. A402 OF PRICE SCHEDULE	Transportation from BHEL yard, straightening, cutting, bending, welding / binding in position of old cut piece TMT steel reinforcements conforming to IS:1786 including binding wire, labour for chair and other misc. works complete all as per bar bending schedule and as directed by Engineer. [Old cut piece TMT Reinforcement steel will be issue by BHEL free of cost]	The distance from BHEL yard to the proposed structures where these old cut piece TMT Reinforcement steel will be used.	Interested bidder may have a site visit.
6	ST NO. 904 OF PRICE SCHEDULE	Providing and fixing single or double steel door shutters with 45mm thk flush design shutter comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners,..... make mortice lock with handle on both sides, shop and final painting etc all complete.	Please furnish the details of final painting.	Shall be as per Technical Specification

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CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
7	ST NO. 908 OF PRICE SCHEDULE	Providing and fixing steel windows/ ventilator with steel sections as per IS:1038, IS:1361 & IS:7452 latest revision including all fittings, metal beadings, hold fasts, shop and final painting , glazing etc. all complete. (Glazing shall be paid separately)	Please furnish the details of final painting.	Shall be as per Technical Specification
8	ST NO. 918 OF PRICE SCHEDULE	Providing and fixing steel louvered window with ISMC 100 frame all round including verticals with 18G pressed steel louvers, painting etc. all complete.	Please furnish the details of painting.	Shall be as per Technical Specification
9	ST NO. 1003 OF PRICE SCHEDULE	Providing brick work in cement mortar 1:4 (1 cement 4 coarse sand) in partition walls, chambers etc. in thickness 115mm at all heights, places and position above or below plinth / graded level including providing two nos. 6 mm diameter MS bars at every third layer, raking out joints, curing, scaffolding etc. complete excluding plastering and painting as per specification.	Please inform, whether BHEL will supply MS bars on free issue basis.	Supply of MS bars is included in bidder's scope against this item.
10	ST NO. ISG- 1417A OF PRICE SCHEDULE	Supply, erection, installation of Electric insulated flexible PVC sheet 6mm thick as per IS : 15625-2006	Please inform the name of approved vendor	Shall be intimated to successful bidder at the time of execution.
11	ST NO. 1821 OF PRICE SCHEDULE	Sprinkling of water by water tanker fitted with perforated GI pipe (portable tanker minimum 3000 litre capacity) for roads as directed by BHEL site engineer (water for this purpose shall be provided by BHEL free of cost and utilisation of machine will be in terms of Tank-hour put in actual use for water sprinkling).	Please inform whether the time utilised for reaching the sprinkling point from the water feeding point will be in the account of the executing agency.	Shall be as per item description
12	ST NO. 2009 OF PRICE SCHEDULE	Supply, fabrication and installing in position and testing galvanised MS Gates out of channels, joists, angles, flats, plates, pipes, welded steel wire mesh castor wheels, paintings etc. all complete.	Details of painting required	Shall be as per Technical Specification
13	ST NO. 2208 OF PRICE SCHEDULE	Providing, laying light duty non pressure NP3 class RCC pipes with collars jointed with stiff mixture of cement mortar 1:2 including testing of joints etc all complete for following.	As per IS : 458 (2003) only medium duty non pressure NP3 class RCC pipes are available, please inform.	Shall be as per Technical Specification
14	ST NO. B2414 OF PRICE SCHEDULE	Supply and laying 600 mm dia R.C.C NP-3 type Hume pipe in raised shoulders as rain water drains as per detailed drawing including fixing with cement mortar (1:2) in 13mm thick joints, finishing of joints with neat cement paste etc all complete.	Please inform whether collars will be paid extra.	Bidders are requested to note that collars shall not be paid extra. It is included in this item.
15	ST NO. ISG- 2510A OF PRICE SCHEDULE	Breaking of pile head to cut off level and exposing pile reinforcement for embedment in pile cap including cutting , bending, placing, welding, disposal of debris within the plant premises etc. all complete as per specification, drawing and as directed by the engineer-in-charge.	Please inform the pile dia & length of piles to be break.	As per provision of tender and technical specification

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CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
16	Security Deposit (Amendment to Cl 1.10.1 /1.10.2/ 1.10.3 of GCC, NIT Pg 25-26 of 42)	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.	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. 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 : 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.	Shall be as per tender terms & conditions.
17	SDBG (Amendment to Cl 1.10.8 of GCC, NIT Pg 26 of 42)	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.		Shall be as per tender terms & conditions.
18	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.....		Shall be as per tender terms & conditions.
19	Mobilization Advance (Cl. No. 37 of TCC, Pg 30 of 41)	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 in line with the provision of tender.
20	General		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.

Civil, Structural & Architectural works for coal handling plant & ash handling plant except piling of 1 x 660 MW Unit-V, Sagardighi TPP extension.				
TENDER NO - PSER:SCT:SDG-C2063:20 ANNEXURE-B (TCN-10)				
CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
21	RA Bill Payment (Cl. No. 44 of TCC, Pg 33 of 41)	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.	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 – 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. 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.	Payment terms as specified in Tender shall be followed.
22	Price Variation Compensation (Amendment to Cl 2.17 of GCC, NIT Pg 29-30 of 42)	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.

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CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
23	Liquidated Damage / Penalty (Cl 2.7.9 of GCC Pg 17 of 30) & (Cl. 34 of TCC, Pg 29-30 of 41)	<p>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.....</p> <p>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 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 32.2.4, 32.2.5 & 32.2.6 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 as per clause 32.2.1, 32.2.2, 32.2.3, 32.2.4, 32.2.5, 32.2.5 & 32.2.6 above, shall be released only if there is no delay attributable to contractor in achievement of Milestone as mentioned in clause 32.2.7. 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.....</p>	<p>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.</p> <p>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.</p>	Shall be as per tender terms & conditions.
24	Definition of Surplus Materials for Return (Clause No. 27.1.3 & 27.3.3 of TCC (Page no. 27 of 41)	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</p>	Shall be in line with the provision of tender.

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CLARIFICATION OF BIDDER'S QUERY				
SL. NO.	Ref. Tender Clause No.	Existing Provision	Bidders Queries	BHEL Reply
25	Deployment of Crane		Higher Capacity Crane beyond 75 MT shall be provided by BHEL on free of cost basis.	Bidders are requested to please refer Volume-IF- TCC of tender.
26	Free Issue Material		We understand that following materials shall be supplied by you Free of cost basis & shall be collected from your local store / Yard :	Shall be in line with the provision of tender.
27	Breaking of Pile head (Sec. 2500 Piling)		For item no. ISG-2510A, 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'. Further as Diameter of pile is not mentioned, we shall consider the same as 600 mm (max).	Shall be as per tender terms & conditions.
28	Max Thickness of Sheet (Sec. 1500 Roofing / Cladding)		Please mention maximum thickness of Roofing & Cladding sheet for the following items: <input type="checkbox"/> Item no. 1502a, 1502b, 1508, ISG1519 (Sec. 1500 – Roofing / Cladding)	Shall be as per Technical Specification
29	Incorporation of BHEL's clarification in Price Schedule		In Point No. 4 of Annexure-A to TCN-05, it is mentioned under 'BHEL's Clarification' that – "Noted". 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.
30	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 coal handling plant & ash handling plant except piling of 1 x 660 MW Unit-V, Sagardighi TPP extension.	
Ref	1.0	Tender no: PSER:SCT:SDG-C2063:20
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	9.0	BHEL's TCN- 07, vide ref. no. PSER:SCT:SDG-C2063:TCN-07, Date: 26-08-2020.
	10.0	BHEL's TCN- 08, vide ref. no. PSER:SCT:SDG-C2063:TCN-08, Date: 01-09-2020.
	11.0	BHEL's TCN- 09, vide ref. no. PSER:SCT:SDG-C2063:TCN-09, Date: 05-09-2020.
	12.0	BHEL's TCN- 10, vide ref. no. PSER:SCT:SDG-C2063:TCN-10, Date: 10-09-2020.
	13.0	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)