



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 10

Ref: PSER:SCT:NBN-C2067:TCN-10

Date: 21-09-2020

Sub	Tender Change Notice (TCN) - 10.	
Job	Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2067:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-C2067:8042 Date: 14-07-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-C2067:TCN-01 Date: 04-08-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-C2067:TCN-02 Date: 10-08-2020.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NBN-C2067:TCN-03 Date: 11-08-2020.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NBN-C2067:TCN-04 Date: 18-08-2020.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:NBN-C2067:TCN-05 Date: 22-08-2020.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:NBN-C2067:TCN-06 Date: 28-08-2020.
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:NBN-C2067:TCN-07 Date: 10-09-2020.
	10.0	BHEL's TCN-08, vide reference no PSER:SCT:NBN-C2067:TCN-08 Date: 14-09-2020.
	11.0	BHEL's TCN-09, vide reference no PSER:SCT:NBN-C2067:TCN-09 Date: 15-09-2020.
	12.0	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.

- Clarifications attached vide Annexure-A to this TCN-10.
- Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 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

Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.				
Tender no PSER:SCT:NBN-C2067:20.				
ANNEXURE-A TO TCN-10				
CLARIFICATIONS				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	Clause No. 8 of Annexure -A of NOTICE INVITING TENDER	Clause no. 2.8.3, 2.8.4 and 2.8.5 of GCC shall be read as below: Clause no. 2.8.3: The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970-----	Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.	Shall be as per tender.
2.0	Clause No. 18 NOTICE INVITING TENDER	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the technocommercially qualified bidders.	Reverse Auction (RA) should not be applicable	Shall be as per tender.

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3.0	Clause No. 13 of Annexure –A of NOTICE INVITING TENDER	<p>Existing Clause 2.21 "ARBITRATION" of GCC has been amended as follows:</p> <p>2.21 ARBITRATION & CONCILIATION</p> <p>2.21.1 ARBITRATION:</p> <p>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.</p>	<p>As per the latest honorable Supreme Court Judgement QUOTE:</p> <p>"A Party interested in the outcome of the award loses the right to appoint the Arbitrator"</p> <p>In view of the above it is suggested that we may select a neutral Arbitrator though IITArb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court.</p>	Shall be as per tender.

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4.0	Clause No. 3.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Scope of Work: The work to be done under this specification comprises of construction of 150 M high reinforced concrete single steel flue chimney and other incidentals complete as detailed in the specification under Volume-II and elsewhere in the tender document, including raft foundation for Chimney for FGD system at 4 X 250 MW BRBCL Nabinagar Thermal Power Project, Aurangabad, Bihar.	Scope of bidder should be as per BOQ items	Shall be as per tender.
5.0	Clause No. 3.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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.	Shall be as per tender.

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6.0	Clause No. 3.9 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The contractor shall also provide 1 (one) no computer operator and 1 (one) number service staff for miscellaneous service for BHEL's use at site / Kolkata for reconciliation, progress review & day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOI date till completion of scheduled contract period.	Please delete this clause, it should be responsibility of BHEL	Shall be as per tender.
7.0	Clause No. 6.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Land for labour colony shall be arranged by successful bidder at their own.	We request BHEL to provide land for labour colony on free of cost basis	Shall be as per tender.
8.0	Clause No. 7.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	BHEL will provide single point supply for construction & drinking water inside the project premises for office free of cost within 500 Mtr. of work site.	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 vendor.	Shall be as per tender.
9.0	Clause No. 8.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	BHEL shall provide construction power free of charge at 415V level at one point within 500 Mtr from work site. 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 vendor.	Shall be as per tender.

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10.0	Clause No. 12.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PENALTIES ON VENDORS / SUB-CONTRACTORS AGAINST NON-COMPLIANCE OF QUALITY NORMS	These penalties are on higher sider, 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 us.	Shall be as per tender.
11.0	Clause No. 14.1.3.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The contractor's site office must have facilities of communications like Fax, E-mail, and telephone with STD facility within a month from LOI.	Please delete word 'Fax'.	Shall be as per tender.
12.0	Clause No. 14.1.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The bidder will have to install 1 no PC (multimedia PC work station Pentium- core-i5- 650, 3.2 GHZ or above, 500 GB HDD, 6 GB RAM, 100/1000 MBPS LAN card) of HP/ DELL / HCL /LENEVO or equivalent make with window 10 (professional) 64 bit (with roll back to 32 bit O/S and required software like MS Office 2010 Professional or higher, AutoCAD 2014 or higher, PageMaker (7.0 etc), ADOBE PDF CREATOR with one no laser jet printer compatible for A4 size printing (ink/ cartridge for which to be supplied as and when required) with power backup at places, as per instruction of BHEL for exclusive use of BHEL	Please delete this clause	Shall be as per tender.
13.0	Clause No. 14.2.6 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	During construction contractor shall take an average Twenty colour digital photograph / slides each month (not less than four per week) of the works during progress. In case of failure in providing such photograph in each month, an amount of Rs.10,000/- per month shall be deducted from contractor's RA bill.	Bidder will send photograph by email only.	Noted, however if needed bidder have to submit hard copies of photographs as per instruction of BHEL site Engineer.

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14.0	Clause No. 14.3.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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.
15.0	Clause No. 17.13 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	The contractor shall construct waterproof covered store for Borosilicate Glass Blocks, Adhesives / membrane and Primer Paint. CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Stacking of materials is to be done as per IS codes or manufacturer / supplier recommendation with proper illumination and locking arrangements.	We request BHEL to prepare store for Borosilicate Glass Blocks. Please note that membrane and primer have to stored in air-conditioned store. Vendor will collect material on weekly basis from BHEL store.	Shall be as per tender.
16.0	Clause No. 20.2.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	RMC; Allowable wastage: One-point five percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage.	Allowable wastage will be 5%.	Shall be as per tender.
17.0	Clause No. 24.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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.

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18.0	Clause No. 26.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	START DATE / ZERO DATE The schedule date of start of work shall be the date after 15 days of issue of LOI; 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.	The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to vendor after completion of following: 1. Handing over of hindrance free area for site, fabrication yard & batching plant jointly agreed in writing by BHEL & BIL engineer. 2. Issue of Form-V 3. Issue of Approved for Construction drawing for excavation, raft & chimney shell. 4. Handing over of work front for Chimney-1, 2, 3 & 4 will be signed separately & individually. The completion of each units will be considered separately from work front handing over date.	Shall be as per tender.
19.0	Clause No. 26.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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 for 1st Unit - 11 Months 5. Completion of all work for 1st Unit - 12 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 - 10 Months 3. Completion of Steel Flue for 1st Unit - 12 Months 4. Completion of Borosilicate Lining work for 1st Unit - 13 Months 5. Completion of all work for 1st Unit - 15 Months	Shall be as per tender.
20.0	Clause No. 27 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	COMPLETION PERIOD: The entire work under this scope shall be successfully completed within 21 (Twenty one) 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 shall be successfully completed within 24 (Twenty-Four) months from the date of Start of work of 4th Chimney. Mobilisation period is 30 days from the date of LOI / intimation by Construction Manager BHEL, Nabinagar Site whichever is later.	Shall be as per tender.

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21.0	Clause No. 28 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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 / vendor 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 remedify such deficiencies	Shall be as per tender.
22.0	Clause No. 30 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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 amount 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 Mobilization of workers and staff for initial work. 2.5 Completion of formalities for Labour License	Shall be as per tender.

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23.0	Clause No. 31.0 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	SECURITY DEPOSIT & PERFORMANCE BOND; Performance bond is applicable for Part-1B (SCH-3-SERVICE PART) and SCH-4- SUPPLY PART of price schedule, value as per following terms. In addition to the security deposit, the contractor shall provide to BHEL bank guarantee from an approved nationalized bank for an amount equal to 5% of the stated price as performance bond (under the terms of a bond) within 30 days from the date of LOI and the terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 months after the expiry of warranty/ guarantee period.	Please delete this clause; Due to COVID -19 Financial Limit affected. It is requested to remove submission of performance Bond equal to 5% of Contract Value. The performance bond will have initial validity of 1 year & validity will be subsequently extended well before expiry of initial validity.	Shall be as per tender.
24.0	Clause No. 33.0 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	LIQUIDATED DAMAGE/ PENALTY: If the completion of work of the unit is delayed beyond the completion period (Refer clause 26.4.A.5 & 26.4.C above) due to reasons attributable to the contractor, they shall pay to BHEL as penalty a sum @ 0.5% of Contract Value per week of delay or part thereof. For Unit # 1, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value. For Unit # 2, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value. For Unit # 3, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value and for Unit # 4, overall LD including LD against intermediate milestones shall be limited to maximum 2.5% of contract value Thus maximum LD considering four units shall be limited to 10% of contract value.	1. An amount equal to 0.5% of contract value per week with maximum limit of 5% of contract value will be imposed as liquidated damages, if delay is attributable to Bidder (maximum 1.25% LD for each unit should be imposed – maximum LD for all 4 Chimneys - 5%). 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 vendor in this regard.	Shall be as per tender.

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25.0	Clause No. 33.1 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Intermediate Milestones (Applicable for each unit separately)	Please delete this clause as this will create negative cash flow.	Shall be as per tender.
26.0	Clause No. 34 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	CONTRACT PRICE: The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (plus/minus fifteen percent) of the awarded price	The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 10 % (plus/minus ten percent) of the awarded price. The quantity variation of individual items should remain within ±15%.	Shall be as per tender.
27.0	Clause No. 36.1.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	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.	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.

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28.0	Clause No. 36.1.4.1 to 36.1.4.4 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	36.1.4.1 - 0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas. To 36.1.4.4 - 0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.	Please delete this clause as this will create negative cash flow.	Shall be as per tender.
29.0	Clause No. 36.1.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid after 45 days of receipt of bill with all supporting documents.	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 30 days of receipt of bill with all supporting documents. 70% payment should be released within 7 days & balance 30% payment should be released within 30 days.	Shall be as per tender.
30.0	Clause No. 36.2 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	SUPPLY PART (SCH-4 OF PRICE SCHEDULE, VOL-III) Payment shall be made by BHEL site office after 45 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure.	Payment shall be made by BHEL site office within 30 days of receipt of invoice.	Shall be as per tender.

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31.0	Clause No. 36.2.2.5 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	10 % of basic price shall be released against (i) Trial run of the system / package ii) Successful completion of PG (Performance guarantee) test / demonstration test of the system / package, as applicable, (iii) Submission of final documents, e.g. as-built drawings, O&M manual etc and (iv) Handing over of the system / package to the NTPC.	10 % of basic price shall be released on substantial completion of Chimney. Please note the following is not applicable for chimney work:- (i) Trial run of the system / package ii) Successful completion of PG (Performance guarantee) test / demonstration test of the system / package, as applicable, (iii) Submission of final documents, e.g. as-built drawings, O&M manual etc and (iv) Handing over of the system / package to the NTPC. Please delete above mentioned clause.	Shall be as per tender.
32.0	Clause No. 37 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PRICE VARIATION CLAUSE(PVC); Not applicable for this tender.	Should be applicable as per standard norms	Shall be as per tender.
33.0	Clause No. 38 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	OVER RUN CHARGES(ORC); Not applicable for this tender.	Should be applicable	Shall be as per tender.

Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.				
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34.0	Clause No. 44.3 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Guarantee period shall be 12 months from the date of start of guarantee period	Please change Guarantee to Warranty. Only Warranty is applicable for Chimney work.	Shall be as per tender.
35.0	TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	ANNEXURE- B The list of vendors mentioned 5 CHIMNEY ELEVATOR MEKASTER ENGG & EQPT (P) LTD. (GUJARAT) ALIMAK, AB (SWEDEN) UNIVERSAL CONSTRUCTION MACHINERY & EQUIPMENTS (PUNE)	Please confirm that we can also supply elevator through the following parties: - 1. Alkraft Engineers (P) Ltd., Vadodra (Gujarat) 2. Everest Elevator, Pune (Maharashtra) We are procuring regularly from these vendors for NTPC job.	May be intimated as per approval of customer during execution stage.
36.0	Clause No. 9 VOLUME-III PRICE SCHEDULE, REV-00	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing, clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.	Cleaning & demolition of old structure will be excluded from bidder scope of work.	Shall be as per tender.
37.0	Item sl. no. S E6 of Sch-4 of Price Schedule VOLUME-III PRICE SCHEDULE, REV-00	Aviation obstruction lights (mounted on door panel openable from interior) : a. High intensity flashing light Type-A (LED type) as per ICAO standard having intensity of 20,0000 candles depending upon background illuminance & flashing frequency 20-60/min with all accessories, photocell, timer etc.	We will supply high intensity flashing light from Make-Av aids Technovators, Instapower /Binoy or equivalent.	As per tender. Make shall be finalised during execution in line with approval of BHEL/customer.

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38.0	Form No.: F-15 (Rev 02)	MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR: Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Shall be as per tender.
39.0	Drawing	GA drawings of Chimney	Please provide GA drawing of Chimneys	Shall be provided to successful bidder at the time of execution
40.0	Bank Guarantee	Format of Bank Guarantee's	Format of Bank Guarantee's will be duly vetted by our bankers & thereafter BG, SDBG & PBG will be submitted.	Shall be as per tender.
41.0	Bank Guarantee	Bank Guarantee extension & other action by BHEL	BHEL will give 60 days advance notice to vendor for any action if taken by BHEL pertaining to Bank Guarantee extension & other action by BHEL	Shall be as per tender.
42.0	Time Extension (EOT)	Time Extension (EOT)	EOT/time extension shall be decided by BHEL within 1 month of the receipt of EOT application submitted by vendor.	Time involved in EOT/time extension proposal of successful bidder will depend on completeness and correctness of time extension related documents to be submitted by them.
43.0	MSME Certificate	MSME Certificate	Please note that we are covered under MSME and our MSME registration number is UDYAM-MH-19-0001067.	Shall be submitted as per tender provision.
44.0	Item sl. no. 16 ii(b) of Sch-3 of Price Schedule VOLUME-III PRICE SCHEDULE, REV-00	Quantity is 11MT	Quantity should be 15900 MT	Refer revised Price Schedule VOLUME-III-PRICE SCHEDULE (REV-01) issued vide TCN-09 of this tender.

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45.0	Clause No. 24.4 of VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	Major T&Ps to be arranged by contractor within the time as indicated :	<p>The minimum requirement of Tools & Plants are not matching with construction schedule and are on higher side</p> <p> a) Dozer : 1 # will suffice the given BoQ quantity & duration b) Dumper : 4 # will suffice the given BoQ quantity & duration c) Earth Compactor : 1 # will suffice the given BoQ quantity & duration d) Air Compressor : 1 # will suffice the given BoQ quantity & duration e) Welding Machine : 15 # will suffice the given BoQ quantity & duration f) Batching Plant and smoothen the work : 2 # of Capacity 15 Cum/ hr will suffice the requirement g) Transit Mixer : 3 # will suffice the given BoQ quantity & duration h) Concrete Pump : 2 # will suffice the given BoQ quantity & duration i) Boom Placer : Provision of 1 # shall expedite/ smoothen the work j) Reinforcement Bending Machine : 3 # will suffice the given BoQ quantity & duration k) Pneumatic Hammer : 1 # will suffice the given BoQ quantity & duration l) Power Winch : 2 # (Capacity 5 T) and 2 # (Capacity 10 T) will suffice the given BoQ quantity & duration m) DG Set : 1 # will suffice the requirement. n) Crawler Cranes can be replaced with other suitable crane(s) </p> <p>PI modify accordingly..</p>	Shall be as per tender.

Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.

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ANNEXURE-A TO TCN-10

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46.0	<p>Clause No. 26.4 of VOLUME-IF-CML REV-00</p> <p>TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)</p>	Milestone schedule and overall completion schedule	<p>The schedule and milestone provided as per the clause seems to be un-realistic. Proposed schedule and milestone for the project as under:</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No</th> <th rowspan="2">Activity</th> <th colspan="8">Completion Time in Months</th> </tr> <tr> <th>Unit # 1 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 2 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 3 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 4 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 1 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 2 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 3 Requirements as per Bid Proposed by GDCL</th> <th>Unit # 4 Requirements as per Bid Proposed by GDCL</th> </tr> </thead> <tbody> <tr> <td>A SERVICE PART</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1 Completion of Raft foundations of Chimney</td> <td>3</td> <td>3</td> <td>6</td> <td>4</td> <td>9</td> <td>5</td> <td>12</td> <td>6</td> </tr> <tr> <td>2 Completion of RCC Wind Shield [Milestone M1]</td> <td>7</td> <td>9</td> <td>10</td> <td>11</td> <td>13</td> <td>13</td> <td>16</td> <td>15</td> </tr> <tr> <td>3 Completion of Steel Flue</td> <td>9</td> <td>12</td> <td>12</td> <td>14</td> <td>15</td> <td>16</td> <td>18</td> <td>18</td> </tr> <tr> <td>4 Completion of Borosilicate Lining work [Milestone M2]</td> <td>11</td> <td>14</td> <td>14</td> <td>16</td> <td>17</td> <td>18</td> <td>20</td> <td>20</td> </tr> <tr> <td>5 Completion of all work</td> <td>12</td> <td>15</td> <td>15</td> <td>17</td> <td>18</td> <td>19</td> <td>21</td> <td>21</td> </tr> <tr> <td>B SUPPLY PART</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1 Design & drawing Approval</td> <td>4</td> <td>4</td> <td>7</td> <td>4</td> <td>10</td> <td>4</td> <td>13</td> <td>4</td> </tr> <tr> <td>2 Manufacturing Quality Plan Approval</td> <td>5</td> <td>5</td> <td>8</td> <td>5</td> <td>11</td> <td>5</td> <td>14</td> <td>5</td> </tr> <tr> <td>3 Supply of Elevator</td> <td>7</td> <td>10</td> <td>10</td> <td>10</td> <td>13</td> <td>13</td> <td>16</td> <td>13</td> </tr> <tr> <td>4 Supply of Electrical Items</td> <td>9</td> <td>12</td> <td>12</td> <td>12</td> <td>15</td> <td>13</td> <td>18</td> <td>13</td> </tr> <tr> <td>C Overall Completion</td> <td>12</td> <td>15</td> <td>15</td> <td>17</td> <td>18</td> <td>19</td> <td>21</td> <td>21</td> </tr> </tbody> </table>	Sl. No	Activity	Completion Time in Months								Unit # 1 Requirements as per Bid Proposed by GDCL	Unit # 2 Requirements as per Bid Proposed by GDCL	Unit # 3 Requirements as per Bid Proposed by GDCL	Unit # 4 Requirements as per Bid Proposed by GDCL	Unit # 1 Requirements as per Bid Proposed by GDCL	Unit # 2 Requirements as per Bid Proposed by GDCL	Unit # 3 Requirements as per Bid Proposed by GDCL	Unit # 4 Requirements as per Bid Proposed by GDCL	A SERVICE PART									1 Completion of Raft foundations of Chimney	3	3	6	4	9	5	12	6	2 Completion of RCC Wind Shield [Milestone M1]	7	9	10	11	13	13	16	15	3 Completion of Steel Flue	9	12	12	14	15	16	18	18	4 Completion of Borosilicate Lining work [Milestone M2]	11	14	14	16	17	18	20	20	5 Completion of all work	12	15	15	17	18	19	21	21	B SUPPLY PART									1 Design & drawing Approval	4	4	7	4	10	4	13	4	2 Manufacturing Quality Plan Approval	5	5	8	5	11	5	14	5	3 Supply of Elevator	7	10	10	10	13	13	16	13	4 Supply of Electrical Items	9	12	12	12	15	13	18	13	C Overall Completion	12	15	15	17	18	19	21	21	Shall be as per tender.
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47.0			<p>Performance Guarantee/Security Deposit/ Retention Money: 'Total amount of Bank Guarantee (BG)/ retention Money (15% of CV in total) is very high and will have adverse effect on Cash-flow.</p> <p>As you are aware, Ministry of Finance, Govt. of India also has taken steps towards easing of burden/ cash-flow of contractors by way of reducing BG/ Retention (relevant circular dated 13 .05.2020 is attached herewith).</p> <p>Hence, we request you to kindly restrict to total BG/ Retention @5% of Contract Value valid till Warranty Period/ Guarantee Period/ Defect Liability Period of 12 months from date of handing over of respective Chimney to you.</p>	Shall be as per tender.
48.0	Clause No. 11 of Annexure -A of NOTICE INVITING TENDER	<p>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,</p> <p>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)</p>	<p>As per the Provision, Price Variation is payable beyond schedule date of completion, if extended for reasons not attributable to contractor and base date for the calculation is scheduled date of completion of the Project.</p> <p>We request to pay Price Variation from date of issue of LOI.</p>	Shall be as per tender.
49.0	<p>Clause No. 35.1 VOLUME-IF-CML REV-00</p> <p>TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)</p>	<p>All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, 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.</p>	<p>We request to pay any variation in existing Taxes also as this is beyond our control.</p>	Shall be as per tender.

Construction of 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.				
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50.0	Clause No. 33.0 VOLUME-IF-CML REV-00 TECHNICAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)		We request you to please amend the LD clause as per following: i). Maximum LD in delay in achieving Milestone M1 shall be maximum of 1% of Contract value for all the Chimneys (not for each Chimney). ii) Maximum LD in delay in achieving Milestone M2 shall be maximum of 1.25% of Contract Value for all the Chimneys (not for each Chimney). iii). LD for delay in Overall completion of the project shall be @0.25% of Balance Value of Contract per week of delay. iv) Maximum LD (including LD towards delay in achievement of Milestones) shall be 5% of Contract Value.	Shall be as per tender.

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 4 nos 150 M Tall Single Flue RCC Chimney with Borosilicate Glass Block Lining System on MS Flue Can (excluding pile) at 4x250 MW BRBCL Nabinagar TPP FGD, Bihar.	
Ref	1.0	Tender no PSER:SCT:NBN-C2067:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NBN-C2067:8042 Date: 14-07-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NBN-C2067:TCN-01 Date: 04-08-2020.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NBN-C2067:TCN-02 Date: 10-08-2020.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NBN-C2067:TCN-03 Date: 11-08-2020.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NBN-C2067:TCN-04 Date: 18-08-2020.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:NBN-C2067:TCN-05 Date: 22-08-2020.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:NBN-C2067:TCN-06 Date: 28-08-2020.
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:NBN-C2067:TCN-07 Date: 10-09-2020.
	10.0	BHEL's TCN-08, vide reference no PSER:SCT:NBN-C2067:TCN-08 Date: 14-09-2020.
	11.0	BHEL's TCN-09, vide reference no PSER:SCT:NBN-C2067:TCN-09 Date: 15-09-2020.
	12.0	BHEL's TCN-10, vide reference no PSER:SCT:NBN-C2067:TCN-10 Date: 21-09-2020.
	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)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000/ 2339 8236