



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

### TCN - 03

Ref: PSER:SCT:VRM-M1906:TCN-03

Date: 31-07-2018

Sub	Tender Change Notice (TCN) - 03	
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 1x75 MW Combined Cycle Captive Power Plant, HPCL Visag VRMP Project, AP.	
Ref	1.0	Tender no PSER:SCT:VRM-M1906:18.
	2.0	BHEL's NIT, vide reference no PSER:SCT:VRM-M1906:6902, Date: 26-06-2018.
	3.0	BHEL's TCN-01 vide ref PSER:SCT:VRM-M1906:TCN-01 dated 17-07-2018
	4.0	BHEL's TCN-02 vide ref PSER:SCT:VRM-M1906:TCN-02 dated 19-07-2018
	5.0	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. Extension of due date of submission of offer from 31/07/2018 to 07/08/2018.
2. Modified tender provision issued as per **Annexure-A to this TCN-03**.
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

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) 23398000

**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 1x75 MW Combined Cycle Captive Power Plant, HPCL Visag VRMP Project, AP.	
Ref	1.0	Tender no PSER:SCT:VRM-M1906:18.
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	3.0	BHEL's TCN-01, vide reference no PSER:SCT-VRM-M1906:TCN-01, Dated 17-07-2018.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT-VRM-M1906:TCN-02, Dated 19-07-2018.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT-VRM-M1906:TCN-03, Dated 31-07-2018
	6.0	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)

**ANNEXURE-A TO TCN-03**  
**TENDER NO :PSER:SCT:VRM-M1906:18**

1. Clause No. 4.23.13 of TCC of the NIT shall supersede Note No.04 of annexure-IV of the TCC or any other reference regarding demobilisation time of 40MT crane in the NIT and corresponding annexures.
2. The clause as per Annexure-III of TCC shall only prevail over any other references (including cl. No. 11.21 and 30.3) regarding fuel for the free issue crane. For free issue crane (above 40MT) to be provided for loading/ unloading/ handling materials by BHEL, the fuel has to be provided by the MM contractor. The operator and maintenance are in the scope of BHEL. However, necessary services as required for shortening/ extending of crane boom and provision of manpower support to maintenance agency during breakdown of the crane are included in the scope of contractor.
3. As per clause 13.1.2 of TCC, the rates of recovery to be effected from contractor's RA bills or any other dues against non-deployment of PC's, printer etc. shall be as follows:
  - a. PCs- Rs. 2500 plus applicable overheads per month for each PC.
  - b. Laser jet printer cum scanner (A3)- Rs. 5000 plus applicable overheads per month.
  - c. Laser Jet printer (A4) – Rs. 1500 plus applicable overheads per month.
  - d. Recovery for ink cartridges for printers at sl. No. 3.b, 3.c above - If ink cartridges are not provided as per BHEL requirement the recovery shall be done at BHEL procurement price/market price at the rate of 01 cartridge per month for each printer.
  - e. The recovery rates for computer operator, service staff shall prevail as per clause 13.1.2.1, 13.1.2.2
4. Clause 18.11 of TCC shall be read as "Total scope of work for preservation/ conservation is 3000 man-hours and shall be payable as per sl. No. 6.00 of the Price schedule Rev-0. Any increase in quantity of man-hours for preservation /conservation work shall also be payable at the same rate as per sl. No.06 of price schedule.

The contractor shall inspect all consignments once in every four months or the period/inspection schedule as advised by BHEL site engineer to ensure that they are in proper order. The services for inspection of the consignment shall be deemed to have been included in the rate quoted by the bidder and are not payable as per sl. No. 06 of price schedule. After inspection, parts and sub-assemblies shall be re-packed as before.

On inspection, based on requirement for preservation/conservation as decided by BHEL, contractor shall have to depute manpower for conservation (payable as per Sl. No.06 of Price schedule)

5. Clause 30.4 of the TCC shall be read as "BHEL shall provide crane operator as per requirement for this crane (capacity > 40MT) on free of cost basis, including overtime charges for the operator. Such overtime deployment of crane shall be with prior intimation and consent of BHEL."
6. Clause 32.0 of TCC shall be read as, HPCL has taken comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation completion

of each unit including theft, sabotage, fire, lightning and other natural calamities. The insured amount under the Erection All Risk Cover Insurance shall be for full replacement value The above cover shall be subject to deductibles on account of excess, which shall be borne by the MM CONTRACTOR and are as follows:

1	Normal Period/Policy excess	5% of Claim amount subject to minimum Rs.50,00,000/-
2	Fire/Explosion excess	10% of Claim amount subject to minimum Rs. 1,50,00,000/-
3	Theft & Burglary excess	5% of Claim amount subject to minimum Rs.50,00,000/-
4	Marine claims	0.5% of consignment amount subject to a minimum of Rs. 5,00,000/-
5	Testing Period excess	10% of Claim amount subject to minimum Rs. 1,50,00,000/-
6	AOG claims	10% of Claim amount subject to minimum Rs.1,50,00,000/-
7	Third Party Liability	Rs. 25,00,000 each occurrence
8	Catalyst	5% of claim amount minimum Rs.2,50,000/- over and above policy excess

The Excess shall be applicable per event per insured.

In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations by the bidder, the expenses incurred for repair/ replacement of such components by BHEL shall be recovered from the contractor as:

- a. If the expenses are less than the Normal Excess (Deductible Franchise as detailed above), the total expenses/loss to BHEL on replacement/repair shall be recovered from the bidder.
- b. For other cases, where the expenses are more than the excess amount, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, including the Normal Excess (Deductible Franchise) shall be recovered from the bidder.

MM contractor shall at his own cost and expense also obtain suitable insurance policies to cover Workmen Compensation for all his employees, vehicles, and all his tools, tackles, construction equipment etc. as per extant rules.

7. Clause No. 32.4 of TCC- Deleted

8. Annexure-III to the TCC shall be read as:

BHEL may provide/arrange crane of higher capacity (such as 75 MT/100 MT/ 135 MT) as per requirement and availability on free issue basis (including operator) for unloading and loading consignments (beyond capacity of Contractor's 40 MT crane) in the open storage yard at HPVP. However, contractor has to provide fuel within the quoted rates.

9. Clause No.06 of Annexure A to NIT(Amendement to GCC/SCC)- Deleted

10. Clause No. 39.3.2 – Not applicable

11. Clause No. 39.1 shall be read as “Contractor shall submit its monthly running account bills (RAB) with all the supporting documents and statutory requirements as required by BHEL in 1<sup>st</sup> week of every month covering completed work in all respects and areas from 1<sup>st</sup> to 30<sup>th</sup> of the previous calendar month.

All other details of this clause shall remain same as per the original clause 39.1 of TCC.

12. Addition of Note No. 06 to Annexure IV of the TCC. Following must be added:

In case the contractor doesn't deploy or delays deployment of T&P as per sl. No. 1, 2 & 3 of annexure IV against contractual schedule or as per site intimation for deployment (when deployment is on APR basis), BHEL will recover non-refundable penalty per day in the following manner-

- a. In respect of 40 MT crane – Recovery @ Rs.5000/- per day
- b. In respect of each Hydra(Pick & carry crane) 10MT/12MT/14MT/18MT - Recovery @ Rs. 3000 per day per Hydra
- c. In respect of trailer 20T /40 T trailer- @ Rs. 2000/- per day

In case of deployed pick & carry type tyre mounted cranes or trailer is out of service for continuous more than 05 days , BHEL will recover the above mentioned respective amount for the Hydra and trailers.

The recovery for 40 MT crane against breakdown/downtime period shall be governed by 4.23.13