



Ref: BHE/PW/PUR/HAZI- CVL/585./AMD-03 (Page-1/ 9) Dated: 05/06/2008

To,

ALL BIDDERS

Dear Sir,

SUB : AMENDMENT- 03 (REVISED PRICED BID, AMEDMENT IN TENDER SPECIFICATION & CLARIFICATIONS)- REG

NAME OF THE WORK: CIVIL, STRUCTURAL & ARCHITECTURAL WORK FOR MAIN POWER BLOCK COMRISES OF GT, GTG, STG, HRSG INCLUDING ITS AUXILIRIES AND BOPs FOR 1x350MW COMBINED CYCLE POWER PLANT AT **HAZIRA**, GUJRAT STATE ENERGY GENERATION COMPANY LIMITED, DISTT. SURAT (GUJARAT)

T. S. No. – BHE/PW/PUR/HAZI- CVL/585

Bidder may refer "Part-II (Volume-III) Price Bid" issued against this tender. In BOQ, we have now included new items No -2507 (Supply ,installation & services of Weigh Bridge) and also revised some items considering bidders clarification. As such we are now issuing "Revised Price Bid- Part-II (Volume-II) –Revision-01"

Therefore earlier price bid "Part-II (Volume-III) Price Bid" shall be null & void. Bidders are hence requested to quote their prices in Revised Price Bid- Revision-01 enclosed with this amendment. (Revised Price Bid is also hosted in web)

In case bidder quotes their price in earlier price bid, same shall not be considered as valid for price evaluation.

Bidders quarries have been clarified by us as per Annex-C-1 attached here (total 5-pages)

Following are the Amendments to the Technical Bid- Part-I, Vol-I as a part of tender specification

1)Bidder may refer Cl no:11.10 of Section-11 of Technical Bid- Part-I, Vol-I for Secured Advance ---

In this clause, we have mentioned that secured advance can be paid for the items listed from a to l. In this we have now included following items for which secured advance can be paid as per the provision given in cl 11.10.

- m) PTPE Bearings
- n) Stop-log Gate
- o) Bearings

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2)Bidder may refer CI No :5.11.1 of Section-5 of Technical Bid- Part-I, Vol-I (Page no- 31) for Allowable wastage . This clause amended as below.

<p>Existing CI No :5.11.1 of Section-5 of Technical Bid- Part-I, Vol-I (Page no- 31) for Allowable wastage</p>	<p>Amended CI No :5.11.1 of Section-5 of Technical Bid- Part-I, Vol-I for Allowable wastage</p>
<p>ALLOWABLE WASTAGE: - PLUS FIVE PERCENTAGE (+5%) OF THE THEORETICAL CONSUMPTION (FOR REINFORCEMENT AS WELL STRUCTURAL STEEL, RAILS, EARTHING ROD) SHALL BE CONSIDERED AS ALLOWABLE WASTAGE. WASTAGE IS FURTHER CLASSIFIED AS CUT PIECES/SERVICEABLE CRAPE (PIECES OF REINF. STEEL & ROLLED SECTION LENGTHS 3 M AND ABOVE, MS PLATE 1.0 SQ.M. & ABOVE WITH MIN. WIDTH 200MM) AND SCRAP/UNSERVICEABLE (LESS THEN ABOVE) MEASURED AS PER ACTUAL WEIGHMENT BASIS.</p>	<p>Allowable wastage: - (+)5% (Plus five percent) of the theoretical consumption shall be considered. Wastage is further classified as cut pieces (pieces of rolled steel section length 3M and above) and scrap (including pieces of rolled steel section length less than 3m & MS plate less than one sq. M Area width less than 100cm) measured as per actual weighment basis. Invisible wastage (loss of materials due to gas cutting, straightening of edges etc) shall be limited to 0.5% (zero point five percent) of theoretical consumption and shall be considered for reconciliation purposes only. But this invisible wastage shall be considered to be included in allowable wastage (i.e. five percent).</p>

3)Bidder may refer Section-4 of Technical Bid- Part-I, Vol-I wherein we have included Clause No : 4.11.0 to 4.16.4 for Supply, Installation & Services of Weigh Bridge as below.

4.11.0 (FOLLOWING TERMS AND CONDITIONS FROM CL NO : 4.11.0 TO 4.16.4 ARE APPLICABEL ONLY FOR WEIGH BRIDGE)

4.11.01 WEIGH BRIDGE: Scope of Services/Work & Contractor's Responsibilities:

Providing services of Pit-less Weighbridge of 100 MT Capacity of size 20 m x 3.5 m on Build, Own and Operate basis at the construction site of 1X350 MW CAPP, HAZIRA

4.11.02

The Scope of Services shall include Design, Procurement/Manufacturing, Deployment at Project Site, Civil Construction, Installation, Testing, Commissioning, Operation (including manning in required shifts as per BHEL requirement), Maintenance (including supply of spare parts for day to day operation and also for the scheduled and/ or breakdown maintenance of all the equipment, Instruments and complete installation in totality), Dismantling after closure of Services, removal and disposal of equipment, scrap, earth, debris etc. from project site and restoration of the location in clean, level & soil compacted state.

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4.11.03

The above scope of work includes complete civil work like excavation, suitably capable foundation & backfilling, leading and trailing ramps of RCC of gentle gradient etc. complete for installation of Weigh Bridge and Operation-cum-Control Room including, Mechanical, Electrical and Electronics items and any other items necessary for regular operation of the Weigh Bridge including cost of materials, labor, permits, licenses etc as applicable.

4.11.04

All equipment necessary for the required service shall be tested as per relevant IS and/or other applicable specifications at works prior to the shipment to site for Installation. On completion of Installation and Commissioning of the complete facility the same shall, in witness of BHEL, be subject to Load Test / Acceptance Test as per applicable Indian Standards or relevant engineering practice. On successful completion and acceptance of such test duly certified by BHEL, the equipment/installation shall be declared Operational for contractual purposes.

4.11.05

The service shall be rendered to suit BHEL site requirement, which may require single shift/ two shift/ round the clock, operation of the facilities. The services may be required on weekends and holidays as well, as per BHEL site activities.

4.11.06

Providing the environment control and regulation equipments such as Room Air Conditioner, Dust guard, Air Curtain etc as may be required to take care of electronics systems and installations to ensure continuous satisfactory availability and operation of service facilities is within the scope of work.

4.11.07

All Tools & Plants including crane, if any, materials, consumables etc required for installation of Weigh Bridge and all other facilities etc are in the scope of the service provider. All consumables required for Operation and the contractor shall arrange maintenance of the facilities. BHEL shall not provide any facility in this regard.

4.11.08

All staff, skilled, semi/un-skilled labour for Installation and Commissioning, Operation and Maintenance and any other requirement for rendering the service shall be in the contractor's scope.

4.11.09

Contractor shall arrange and ensure periodical calibration of the facilities/ equipment with / from the Government authorized agency / Govt. Department with traceability to National Physical Laboratory of India. Also, all the relevant test as per IS and/or any other requirement shall be arranged by the contractor. The proof of all such calibrations and tests shall be furnished to BHEL. All fees, charges as applicable in this regard are in contractor's scope.

4.11.10

Contractor shall arrange Inspection by the Statutory Authorities as applicable to all his facilities and operation. Contractor shall pay all fees, charges etc as applicable.

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4.11.11 The Contractor shall arrange construction water required for civil works of the Weighbridge.

4.11.12

BHEL shall provide at one point the electricity supply 230 V, 50Hz, for Installation and for Operation & Maintenance of the contractor's site facilities. However, all necessary arrangements for drawl and distribution (with complete arrangement for cables, distribution boards and protection devices such as breakers etc) for his use shall be arranged by the contractor. This set up has be approved and cleared for use by the relevant authority (electrical inspectorate). BHEL shall not be responsible for damage(s), if any, to contractor's facilities/ equipments etc on account of any fluctuation in supply side parameters.

4.11.13

Contractor shall arrange appropriate insurance cover for his installations and facilities as also for staff and labour for entire period of contract and extension thereof, if any. Proof of it shall be furnished to BHEL.

4.11.14

Contractor shall make security arrangement for his installations and facilities.

4.11.15

Contractor shall provide area illumination around his facilities suitable to need and in consultation with BHEL.

4.11.16

Regular repair, maintenance and upkeep of all installations & facilities arising out of wear and tear during use particularly of ramps and platforms shall be ensured for satisfactory availability and operation of installations & facilities as incidental.

4.11.17

On completion of service contract period the complete set up installed and other facilities created shall be removed by the contractor and from the project premises and level the ground etc without any additional cost to BHEL within time frame specified by BHEL. BHEL will not provide any T&P, consumables etc for removal of contractor's facilities and equipments etc.

4.11.18

Contractor shall follow all regulations and BHEL directives with regard to Safety as applicable to the service being rendered.

4.11.19

Contractor shall obtain necessary Gate Pass, permission for shift operation/overstay as may be required by BHEL/Client for the time being.

4.11.20

Contractor at all times during the currency of this contractor shall possess necessary license, permits as applicable to the provision of this service and pay all fee and charges as may be applicable. BHEL shall in no way be held responsible for any of the lapse of the contractor.

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4.11.21 BRIEF TECHNICAL SPECIFICATION OF THE WEIGH BRIDGE

A brief technical Specification of the electronic weighbridge is as follows:

Number required	: 1
Carrying capacity/strength	: 120T
Weight capacity	: 100T
Type	: Pit Less Type Road Weigh bridge
Number of Platform	: 1
Size of platform	: 20 m x 3.5 m
Least count	: 10 Kg
Purpose	: Weighment of Laden and Empty Trucks, Trailers, Tankers etc
Accuracy	: (+) (-) 0.05% of Full Scale
Type of the system	: Microprocessor controller based with : load cells
Display: Print out	Digital display in Kilograms for full Automatic print out should be generated for each weighment through the System

Capacity and should have adequate font size (at least 13mm) legible with contrasting background

Bidder shall along with his offer submit the complete technical information with regard to the weighbridge offered as part of service.

4.12 FACILITIES TO BE PROVIDED BY BHEL

4.12.1

BHEL will provide only the space/land (60 m x 15 Mtrs) approximate free of cost for setting up the equipments and facilities required for this service.

4.12.2

Approach road to Weigh Bridge shall be provided by us for the movement of loaded/unloaded trailers/trucks etc.

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4.12.3

As provided elsewhere BHEL will provide Electric supply at one point free of charge to the contractor. However, any cess and duties levied/leviable on electricity consumed shall be to the contractor's account.

4.13 AVAILABILITY OF SERVICES, PREVENTIVE MAINTENANCE, BREAKDOWN MAINTENANCE & PENALTY DUE TO BREAKDOWN ETC.

4.13.1

Contractor shall provide his equipment and other resources in such a manner so as to ensure uninterrupted service as and when required by BHEL. Accordingly all his installations and facilities shall be operative. No undue delays shall occur in weighing of carriers on account of any failure of contractor's services.

4.13.2

For preventive maintenance, contractor shall plan the activities in advance in consultation with BHEL and execute such plans within the time approved by BHEL, expeditiously so as to ensure barest minimum down time. No penalty will be charged for such down time for preventative maintenance.

4.13.3

For unforeseen Breakdowns in a service month a cumulative Service Non-availability of 3 days (72 Hrs) but not exceeding 12 Hrs. at a stretch on any single occasion will be permitted, as incidental and no penalty shall be levied for such breakdowns. However, contractor shall expedite remedial action so as to restore the services back to normal with least of disruption. Such allowable breakdown duration can be availed only in the concerned service month and cannot be adjusted against any other service month. Also such allowance shall be applicable only in case of a machinery breakdown/malfunction and not for any break in services attributable to absenteeism of personnel.

4.13.4 PENALTY

In case the contractor fails in delivering the contracted service over and above the allowed period as specified above, BHEL shall levy penalty for each additional hour or part thereof beyond such allowances in the following manner:

- (a) The regular payment (as per Terms of Payment) for those many hours of service not available beyond allowance shall not be paid. The Hourly rate shall be calculated as under:

$$\text{HOURLY RATE} = \frac{\text{Amount Payable for the relevant Service Month}}{30 \text{ days} \times 16 \text{ hours}}$$

- (b) In addition to the disallowance of regular payment as above, a non-refundable penal charge at the rate of 50% of such hourly rate for the hours of service not available beyond allowed periods shall also be levied in the RA bill of respective month.

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4.14.0 MOBILISATIONS, CONTRACT PERIOD, EXTENSION OF CONTRACT PERIOD & OVERRUN CHARGES FOR WEIGHBRIDGE ONLY

4.14.1 TIME SCHEDULE AND MOBILIZATION

The contractor shall reach site, make his establishment and be ready to commence the **installation/construction activities within two weeks from issue of detailed letter of award** or as per directions of Construction Manager of BHEL. **The Contractor shall have to subsequently augment his resources in such a manner that the entire facility for weigh bridge is ready for BHEL's use within two months.**

4.14.2 Contract Period

The total contract period shall be **25 months** and be divided in two parts as under:

(a) Installation Period:

The Installation Period of 2 months is provided for contractor to install & commission his equipment, set up the necessary establishment and make operational all his facilities for rendering the service.

(b) Operation Period:

The Operation Period shall be 23 months from the date of declaring the facilities of contractor as "Operational" as per relevant clause.

4.14.3 Extension of the Contract Period, Penalty for Delay/Overrun Charges for Extension in Operation Period

(a) Installation Period: Installation of the required facilities in all respect shall have to be completed within the stipulated Installation Period. Delay in this if any, attributable to the Contractor shall attract levy of penalty @ 0.5% per week or part thereof limited to 5% of the Contract value. Appropriate amount (penalty) will be deducted from the proceeds of the first bill of the Contractor.

BHEL will grant extension of Installation Period for reasons not attributable to the Contractor. It shall be the sole responsibility of the Contractor to prove that the reasons of delay are not attributable to the Contractor. Contractor shall record such factors in the form of Minutes of Meeting with BHEL Site.

In the event the delay is partially attributable to the Contractor, the penalty leviable on Contractor will be limited to that part of the delay, which is attributable to him.

(b) Operation Period: BHEL at its discretion and requirement may extend the Operation Period on existing terms and conditions for another period of maximum of Six (6) Months after the completion of Operation Period of 25 Months. For such extended period a consolidated payment (Overrun Charges) of Rs. 15,000/ per month will be made by BHEL to the contractor. This amount will be pro-rated (Daily rate = Rs. 15,000.00 divided by 30) for part of the month. No other payments will be made in the extended period.

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4.15.0 PRICE OFFER AND TERMS OF PAYMENT

4.15.1 PRICE OFFER

Contractor shall offer a lump sum price in price bid which shall be inclusive of all cost elements such as costs of equipment, construction, installation, operation & maintenance, spares, all taxes, duties, levies and charges etc excepting those obligations which are specified as BHEL scope. The agreed price shall remain firm throughout the Contract Period including extensions if any.

4.15.2 TERMS OF PAYMENT FOR PROVIDING WEIGH SERVICE ONLY:-

The agreed lump sum price for this service will be paid in the following manner by BHEL at the project site.

4.15.2.1

16% of the accepted lump sum price shall be paid on BHEL's certification of contractor's facilities as "Operational" for the service as per relevant clauses.

4.15.2.2

The balance **84%** will be paid in 25 equal installments as regular monthly payment toward each completed month of service on providing satisfactory services and certification thereof by BHEL engineer. Where services are rendered for a part of the month the payment shall be made on pro-rata basis for the utilized number of days.

4.15.2.3

Contractor shall raise bills accordingly and payment will be made at site by local account payee check. Payments for such running bills shall made within 30 days from the date of each of such RA bill.

4.15.2.4

BHEL shall not pay any charges other those specified in these specifications.

4.16.0 GENERAL INFORMATION

4.16.1 VARIATION IN QUANTITY/DURATION:-

It is anticipated that in total about **6500 MT - 7500 MT** of incoming and outgoing materials, mostly steel, will pass through the weighbridge spread over the Operation Period and Extensions thereof. However, these quantities and Operation Period may vary to any extent on upper/lower side depending upon the site conditions and BHEL requirements. No claim whatsoever from the contractor shall be entertained on account of any such variation in quantities or Operation Period.

4.16.2

The service shall be rendered and facilities shall be available for exclusive use of BHEL. The facilities shall not be used for any commercial use other than that as specified in this Tender Specification.

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4.16.3

Service provider shall take back the entire installation (building, foundation, equipment, accessories etc.) after the completion of Contract Period (including extensions thereof).

4.16.4

The contract shall deem to be completed when so certified by BHEL.

The clarifications on bidders quarry as per Annex-C-1 (5-Pages) and amendment as mentioned above shall be a part of this tender specification. As such bidders are requested to consider above clarification/amendment while submitting their offers.

Bidders may please download these documents from web and enclose print out of same with technical bid duly counter signed by your authorized signatory and stamped with official seal as a token of your unqualified acceptance of this amendment.

The Last Date for offer submission for the subject tender is 17/06/2008. Bidders are requested to submit their most competitive offer on or before 6:00 pm (18:00 Hrs) of 17/06/2008 at our office. The Technical Bids will be opened on 18/06/2008 at 11:00 am in our office. BHEL will not give any further extension for offer submission.

All other terms & condition of the tender specification shall remain unchanged unless and otherwise expressly amended by BHEL.

Thanking you.

Yours faithfully

SR. MANAGER (PURCHASE)

Encls : "Revised Price Bid- Part-II (Volume-II) –Revision-01" (One Book) & Annex- C-1