



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT: BRM-C1597:TCN-02

Date: 30-09-2014

Sub	Tender Change Notice (TCN) - 02.	
Job	Balance work of Civil, Structural and Architectural works including Piling and ground improvement for CWPH, Forebay and Channel, Clarified water P/H and reservoir, raw water reservoir, raw water P/H, administrative building, work shop, cable/ pipe racks, cable trenches, road and drains, hydrogen generation plant, canteen, DG building, car parking with open area, fire water P/H, fire station, chemical lab, store, pressuring & heating PH, foam P/H, fuel oil unloading area, FO tank FDN and dyke & fuel oil tank farm area, DM plant shed, CW treatment area, Chlorination building, watch tower, PTP, ETP and STP(excluding Power block, Chimney and cooling tower) for 2 x 250 MW Barauni Thermal Power Station (Extension project), unit # 8 & 9 Begusarai, BIHAR and balance Civil job of R&M, Barauni.	
Ref	1.0	Tender no PSER:SCT:BRM-C1597:14
	2.0	BHEL's NIT, vide reference no PSER:SCT:BRM-C1597:3952 Date: 19-09-2014.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: BRM-C1597:TCN-01 Date: 26-09-2014
	4.0	Other References, if any.

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting the offer.

1. Bidders' Clarification is attached vide Annexure-A to TCN-02.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (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 : 23211798/ 1691

JOB:Balance work of Civil, Structural and Architectural works including Piling and ground improvement for CWPH, Forebay and Channel, Clarified water P/H and reservoir, raw water reservoir, raw water P/H, administrative building, work shop, cable/ pipe racks, cable trenches, road and drains, hydrogen generation plant, canteen, DG building, car parking with open area, fire water P/H, fire station, chemical lab, store, pressuring & heating PH, foam P/H, fuel oil unloading area, FO tank FDN and dyke & fuel oil tank farm area, DM plant shed, CW treatment area, Chlorination building, watch tower, PTP, ETP and STP(excluding Power block, Chimney and cooling tower) for 2 x 250 MW Barauni Thermal Power Station (Extension project), unit # 8 & 9 Begusarai, BIHAR and balance Civil job of R&M, Barauni.

TENDER NO PSER:SCT:BRM-C1597:14

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
1.0	Geo-technical data		You are requested to furnish us the Geotechnical report	Specific area is to be mentioned and Geotechnical report is available at site.
2.0	Page no. 4/25 Cl no. 7.1A, Volume-IF-Technical conditions of contract	Water: Construction & Drinking water will be provided to the contractor free of cost after the borewell is commissioned.-----	We understands that construction and drinking water will be provided to us free of cost after the borewill is commissioned. Please confirm.	Borewell is installed at site.Arrangement to draw drinking water to be made by Contractor.
3.0	Page no. 4/25, Cl no. 7.1A, Volume-IF-Technical conditions of contract	Water	We understand that BHEL will take the required permission from the BSPGCL for the installation bore well. Please confirm.	Borewell has been already installed.
4.0	Page no. 5/25, Cl no. 8.0, Volume-IF-Technical conditions of contract	Power Supply: BSPGCL/BHEL Shall Provide Construction Power free of charge at 415V level at one point	We understands that power required for construction and labour colony will be provided to us free of cost. Please confirm.	For construction work it is free & for labour colony it will be provided subject availability from Owner.
5.0	Page no. 4/25, Cl no. 6.1, Volume-IF- Technical conditions of contract	Land for Contractor: Availability of land within plant boundary is very limited and the contractor has to plan and-----	We understand that the required land for establishing our site office, stores, Workshop, batching plant, rebar cutting, bending and stacking yard, fabrication yard, carpentry yard etc will be made available to us free of cost till the completion of works in all respects inside the plant boundry. Please confirm.	Shall be as per Tender provision.
6.0	Page no. 4/25, Cl no. 6.2, Volume-IF- Technical conditions of contract	Land for Contractor: Land outside plant adjacent to boundary wall within 2KM will be provided----- --	We understand that the required land for establishing labour colony and services will be made available to us free of cost within 2KM till completion of work in all respects. Please confirm.	Shall be as per Tender provision.

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
7.0	Page no. 13/25, CI no. 18.0, Volume-IF-Technical conditions of contract	Material: Cement, reinforcement, earthing MS Rod, structural steel (MS plates, ISMB, ANGLE ----- -----	We understand that cement, reinforcement, earthing MS Rod, structural steel (MS plates, ISMB, ANGLE, CHANNEL, Chequered plate, Stainless Steel Plate) will be issued free of cost. Please confirm.	Shall be provided free of cost as per Clause 18.1 of TCC-CML.
8.0		Additional condition	If there is delay in obtaining the materials from department, we request you that idling charges of plant, machinery and labour shall be compensated along with the suitable EOT. Please consider and confirm.	Shall be as per GCC/Vol-1B..
9.0	Page no. 20/25, CI no. 33.0, Volume-IF-Technical conditions of contract Page no. 21, CI no. 2.13.1, Volume-IB, GCC	Mobilisation Advance: Not applicable for this tender	We request you to provide us the 10% interest free mobilisation advance in one installment and BG equivalent to 100% of the advance payment. Please confirm.	Not applicable as per tender provision.
10.0		Plant Advance: Not specified	We request you to provide us the 5% interest free plant advance in one installment. Please confirm.	Not applicable as per tender provision.
11.0	Page no.20/25, CI no. 37.0, Volume-IF-Technical conditions of contract	Price Variation Not applicable for this tender	We request you to kindly incorporate the escalation clause in tender document as per standard formula. Please confirm.	Not applicable as per tender provision.
12.0	Page no.27, CI no.2.22, Volume-IB-General Conditions of contract	Retention amount	Instead of deducting 5% from our Running Bill, we suggest we would submit Bank Guarantee for the equivalent amount till completion of the project. Hence no cash retention to be made from our R.A. Bills. Please confirm.	Shall be as per tender provision
13.0		General Condition	We understand the site is handed over to us without any encumbrance and in one go. Please confirm.	Site shall be handed over as per requirement.
14.0		General Condition	We consider that the whole scope of work will be awarded to us and no splitting of work is envisaged.	Shall be as per tender provision

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15.0	Page no.22/25, Cl no.43, Volume-IF-Technical conditions of contract	Extra work: If any extra or additional items----- -----	In the event of any extra item ordered by client, we shall be entitled for suitable extension of time also. Please confirm.	Depending upon the quantum of work it will be decided mutually.
16.0	Page no.21/25, Cl no.40.4, Volume-IF-Technical conditions of contract Page no. 21/22, cl no. 2.8.5-ANNEXURE-A	Taxes and Duties: The contractor shall pay ----- The services tax is "works contract".....	Clause 2.8.5 of ANNEXURE-A states that the contractor shall pay and bear all taxes whereas clause 40.4 of TCC states that service tax will be reimbursed by BHEL. Service tax is reimbursible by the client or not. Kindly confirm.	Service tax is exclusive. In other words service tax will be reimbursed by BHEL.
17.0	Page no. 26/27 Cl 2.21, Volume IB- GCC	Arbitration: In case amicable.....	Instead of appointment of sole arbitrator on the sole discretion of BHEL, we suggest appointment of three arbitrator panel as per standard procedure. Please confirm.	Shall be as per tender provision.
18.0	Page no.15, Cl no.2.7.2, Volume-IB-GCC	Foreclosure of contract: BHEL may terminate contract.....	We request for suitable compensation in case the contract is closed due to reasons not attributable to us. Please confirm.	Shall be as per tender provision.
19.0	Page no.19, Cl no.2.8.19, Volume-IB-GCC	Idle Charges: No idle charges.....	Idling charges of plant & machinery and labour shall be compensated along with suitable EOT if delay is not attributed to us. Please confirm.	Shall be as perGCC/Vol-1B
20.0	Page no.20/25, Cl no.36, Volume-IF-Technical conditions of contract	Revision of rate: No revision of rates.....	We suggest revision of rates, if completion period is extended for reasons not attributable to us.	Shall be as per tender provision.
21.0		Information required from BHEL	Soil investigation report / Bore log data for the tendered area, not furnished with the enquiry. Please furnish the same.	Specific area is to be mentioned and Geotechnical report is available at site for reference.
22.0	TCC-CML Cls No. 3.1	Scope of Work	Although in Cls. No. 2, place of work mentioned as 2 x 250 MW Power Project but in the scope work cls. No. 3.1 it is mentioned that Balance civil job of R&M of Unit No. 7 (110 MW), please clarify. The area of work also to be mentioned. It is understood that batching plant, site fabrication work facility of Unit 250 MW will be utilized for this work also. We have not considered any scope of work involving Steel/ Concrete Chimney/ Elevated Tank work and also Underground Tunneling work (other than cable trenches, drains)	Scope of work consists balance work of unit #8 & 9 of 2x250 MW Barauni TPP extension Project and balance Work of unit # 7of 110 MW R & M of Barauni. Batching Plant can be used. Fabrication Work is to be done in the respective areas. regarding Steel refer Clause No 18.1 of Volume-IF-TCC-CML. Scope of work is applicable as per tender provision.

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
23.0	TCC-CML cl.3.2 page3 of 25	All buried Pipe /cable to be removed by Contractor at no extra cost.	Removal of all buried / overhead cable/pipeline will be done as per instruction of BHEL/customer and to be paid as additional cost.	Shall be as per tender provision.
24.0	TCC Cl. 6.2 page 4 of 25	Land for Labour Hutment	We would request you to provide Water and electricity for Labour hutment on Chargeable basis.	Arrangement of drinking water and electricity at the Labour Colony shall be applicable as per tender provision. Refer Cl. 6.2 of Volume-IF - TCC-CML.
25.0	TCC-CML cl. 7.1B	Installation of two/three Nos borewell pumps	There is no such item in the BOQ. Please - clarify	Borewell pump already installed.
26.0	- Do -	Distribution Network for drinking water system	There is no such item in the BOQ. Please – clarify.	To be arranged by the Contractor.
27.0	- Do -	Civil Construction office of 400 sqm	Is this office meant for BHEL or for Contractor? Whether any AC arrangement is required? Any other furniture fixtre to be provided? If so, whether the cost of office & furniture etc. to be separately included	This is for Contractor's use and not for BHEL.
28.0	Cls No. 8.1 of TCC	Work area illumination.	Connection of electricity to be provided at Batching Plant site, fabrication yard separately and Two points at Erection/ civil work execution site. Contractor will arrange spot lighting, temporary pole and portable lighting arrangement for his work . However BHEL/ Customer to provide Mast Lighting arrangement for General illumination..	BHEL shall provide 415V construction power at one place. Further distribution network of power as per requirement is in the Bidder's Scope.
29.0	Cls. No. 14.1.3	PC's for project Management work	Since this is a left over job, We would request you to check the total requirement? All printed stationery, floppy, CD to be provided by BHEL free of cost to Contractor for making the reports etc. Personnel for Project Management will be deployed upto contractual completion period only.	Shall be applicable as per tender provision. Refer Clause No 14.1.3 of Volume-IF -TCC-CML.
30.0	Cls. No. 14.1.1 of TCC-CML	Milestone / Construction Schedule	Construction schedule furnished in the tender document considered as guideline. However, Contractor shall submit a detailed construction schedule after award of work and will be discussed with BHEL and mutually agreed.	The L3 schedule should be prepared according to the given milestone in Cl.14.1.1 of Volume-IF-TCC- CML and if needed BHEL representative should be consulted accordingly to squeeze the Time Period.
31.0	TCC-CML cls. No. 14.4.1	Construction Management	Commissioning work not in Contractor's scope, hence wherever mentioned in the enquiry ,to be deleted.	Assistance of Civil Vendor is always required during Commissioning Period.

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
32.0	Cls No. 21.6 of TCC-CML	Wastage of Steel Reconciliation of Material	Reinforcing and Structural steel section above 2 M in length and plate section above 0.5 sqm with width more than 30 cm to be considered as Good steel and below the above limit to be considered as scrap (wastage). Invisible wastage of 0.5% will be in addition to wastage margin of 4%. Rolling tolerance which will be to BHEL's account, also to be considered while reconciling steel material quantity. Linear measurement will also to be considered to check the quantity of steel received at site. In case there is difference between the weight mentioned in the challan and linear measurement, the latter will be considered.	Shall be applicable as per tender provision.
33.0	TCC-CML cls. No. 14.5.2	Passenger Lift	We have not considered. Permanent Passenger Lift which we presume will not be required as per the scope of work.	Permanent passenger lift is not required but passenger lift to be used during erection work has to be considered.
34.0	Cls. No. 29.2 of TCC-CML	Mobilisation to start the work	Contractor shall mobilize to start the work within 30 days instead of 15 days mentioned in the tender enquiry.	Mobilisation period is 15 days from date of LOI (As per Clause-29.0 of Volume-IF-TCC- CML) and within 30 days of LOI the Contractor should furnish the (L-3) Schedule(As per Clause 28.1 of Volume-IF-TCC- CML)
35.0	Cls. No. 32.1 of TCC-CML	Guarantee	The guarantee period shall be considered from the date of start of the guarantee period i.e. completion of the total work under scope of the contractor and it should not be tagged with the date of taking over by BHEL/BSEB	Shall be applicable as per tender provision. Refer Clause No 32.0 of Volume-IF-TCC- CML
36.0	TCC cls. No. 35.0 GCC cls. No. 2.12	Overrun Charges	If the work delayed for no fault of contractor, beyond the specified Contract period, overrun charges shall be paid as per rate mutually agreed.	Shall be as per tender Provision.
37.0	Cls. No. 37.1 of TCC-CML	Price variation clause	PVC cls. As mentioned in the GCC shall also be applicable	PVC will not be applicable in this tender

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
38.0	Cls. No. 40.0 TCC-CML	Taxes & duties	We request you to not deduct any amount towards VAT/WCT as these will be paid by us directly to the Tax authorities. We shall submit the return form time to time to you for your reference purpose. Service Tax including that against free issued materials shall be paid alongwith the monthly invoices which will be regularized through copy of challan in the subsequent month.	Deduction of TDS is as per state VAT Act. Hence request cannot be accommodated.
39.0	TCC cls, No. 44.0	Design Office and Fabrication Drawing	Detail drawing for the Structural work will be prepared based on design , GA Drawing and data furnished by BHEL from PSER/PEM and detailed drawing will be submitted for approval at BHEL only. Approval/ comment on the drawing to be given within 7 days of submission.	Normally reviewed comment shall be given by BHEL within 7 working days of submission.
40.0	BOQ SCH-1	Item no. 209	There is no St No. 208. Please clarify.	208 shall be read as 207.
41.0	BOQ SCH-1	Item no. 215	Disposal area upto 2Km. Kindly specify if disposal is within the plant area.	Disposal area is outside plant boundary
42.0	BOQ SCH-1	Item no. 1403, 1416, 1417, 1420	Please specify the thickness of the bed for concrete tiles.	As per standard technical specification.
43.0	BOQ SCH-2	Item No. 1810	Please furnish exact specification of Transformer rail , guide rails and anchoring lugs.	Shall be provided during Execution.
44.0	BOQ SCH-2	Item No. A1819,A1834	Rates depend on the sizes of Stoplog/ Gates. Kindly furnish the same	Weight furnished.The size/dimensions shall be furnished during execution.
45.0	BOQ SCH-2	Item No. 2301	Use of Low Hydrogen electrode will be As per IS . Connection bolt and nut not to be considered as it is payable under item No. 2310 & 2311. Stress relieving work not considered. Machining by Plaining M/C or Lathe M/C not to be considered. Please confirm	Shall be as per tender provision.

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
46.0	BOQ SCH-2	Item No. 3001B	Installation of Stone Column by vibro compacting Rig will not be economical, so requesting you to adopt driving method of installation of Stone Column similar to ST no. 3001A.	Shall be as per tender provision.
47.0	BOQ SCH-3	Item no. 704S	The quantity of item No 704 in SCH-2 is 5 Mt whereas in SCH-3 the quantity of item No. 704S is 2 MT. Kindly clarify.	Shall be as per tender provision.
48.0	BOQ SCH-3	Item no. 1819S	The quantity of item No 1819 in SCH-2 is 81 Mt whereas in SCH-3 the quantity of item No. 1819S is 42 MT. Kindly clarify.	Shall be as per tender provision.
49.0	BOQ SCH-3	Item no. 1820S	The quantity of item No 1820 in SCH-2 is 5 Mt whereas in SCH-3 the quantity of item No. 1820S is 4 MT. Kindly clarify.	Shall be as per tender provision.
50.0	BOQ SCH-3	Item no. 1821S	The quantity of item No 1821 in SCH-2 is 35 Mt whereas in SCH-3 the quantity of item No. 1821S is 1 MT. Kindly clarify.	Shall be as per tender provision.
51.0	BOQ SCH-3	Item no. 1834S	The quantity of item No 1834 in SCH-2 is 10 Mt whereas in SCH-3 the quantity of item No. 1834S is 1 MT. Kindly clarify.	Shall be as per tender provision.
52.0	BOQ SCH-3	Item no. 2320S	The quantity of item No 2320 in SCH-2 is 6 Mt whereas in SCH-3 the quantity of item No. 2320S is 12 MT. Kindly clarify.	Shall be as per tender provision.
53.0	BOQ SCH-4	Item no. 1.1	Kindly intimate the length of bored cast in situ pile.	As per drawing.
54.0	BOQ SCH-4	Item no. 3.1	Disposal area upto 2Km. Kindly specify if disposal is within the plant area.	Disposal area is outside plant boundary.
55.0	BOQ SCH-4	Item no. 3.1 a	Disposal area upto 2Km. Kindly specify if disposal is within the plant area.	Disposal area is outside plant boundary.
56.0	BOQ SCH-4	Item no. 16 h	Please specify the thickness of tiles.	As per drawing.
57.0	BOQ SCH-4	Item no. 16 i	Please specify the thickness of tiles.	As per drawing.
58.0	BOQ SCH-4	Item no. 16 k	Please specify the thickness of tiles.	As per standard technical specification.
59.0	BOQ SCH-4	Item no. 21 a	Kindly specify if disposal is within the plant area.	Disposal is outside plant boundary.
60.0	BOQ SCH-5	Item no. 2.2	Kindly specify if cement is free issue as per TCC.	As per tender Clause 18.1 of Volume-IF of TCC-CML.
61.0	Volume-III-Item No 2423	Providing & installation of bitumen impregnated fibre board of specified thickness confirming to IS 1838 as joint filler including nailing, coating of both faces with coal tar pitch/bitumin etc. all complete as per specification, drawing and as directed by engineer.	Please intimate the thickness of bitumen Impregnated Board	As per tender document. Shall be as per tender provision.

SL NO	Ref. Clause of Tender	Tender Provision	Bidder's Query	BHEL's Clarification
62.0	Volume-III-Item No 2424	Providing and filling in position hot applied bitumen sealing compound (Grade A) of specified thick confirming to IS 1834 including cleaning, mixing, heating, pouring/injecting sealing compound in gaps in joints, sealant primer etc all complete as per specification, drawing and as directed by Engineer.	Please intimate the thickness of the gap where the sealant has to be applied.	Shall be as per tender provision.
63.0	Volume-III-Item No 1501S(a)	unit of measurement is per MT	Kindly clarify, as for the item of sheeting works, unit of measurement is per sqm.	The unit of Measurement is Per Sqm.
64.0	Volume-III-Item No 1819 & 1819 (S)	Stopping Gates - Supply Item and Installation Item	A discrepancy is notice in the quantity for supply and the quantity for installation.	As per tender specification.
65.0	Clause No 26.4.9- Volume-IF-TCC-CML		We are already working in the same project Premises. Kindly intimate, is it necessary to mobilise one more concrete batching plant or the existing one available with us at the site will suffice	Separate batching Plant is to be used.
66.0	Volume-III, Item No 1503(S) & 1504(S)External sheet of permanent colour coated metal cladding Zinc Aluminium Alloy Coating not less than 275 gm/sqm	Kindly Clarify and amend the item nomenclature, as Zinc Aluminium Alloy Coating shall be 150gm/sqm maximum. Kindly confirm.	As per tender specification.

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.	
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT: BRM-C1597:TCN-02 Date: 30-09-2014
	5.0	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 offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

<p>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 : 23211798/ 1691</p>
