

CORRIGENDUM -2 TO TENDER SPECIFICATION BHEL PSSR SCT 1643 - DT: 02.12.2016

Some of the bidders sought clarifications vide letters in regard to TENDER SPECIFICATION BHEL PSSR SCT 1643 - Handling of materials at BHEL / Clients Store / Storage Yard, transportation to site, Erection, Testing & Assistance for commissioning and Trial Operation including supply and application of final painting of ESP & auxiliaries, Duct & Dampers, Fan duct support structure etc. at 1 x 800MW set at Dr. Narla Tatarao TPS – Stage V, Ibrahimpatnam, Vijayawada, Andhra Pradesh and BHEL's clarifications are furnished below for information.Sl.No. 12,13 issued by BHEL.

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Existing Provision</u>	<u>Clarification/Query</u>	<u>BHEL REPLY</u>
1	VOLUME-IA PART – I CHAPTER – IV T&P AND MME TO BE DEPLOYED BY CONTRACTOR - 1.4.1 - 1	150 T CRAWLER CRANE FROM 3RD MONTH OF ERECTION TILL COMPLETION OF HVR TRANSFORMER & ALL DUCTING WORKS UNDER HIS SCOPE.	As per tender condition bidder responsibility is limited to deploy crane capacity up to 150 MT capacity for erection works.We presume if crane capacity above 150MT require during execution stage , It will be provided by BHEL with free of cost .Pls confirm	150 T crane will be normally sufficient for execution of works specified in the scope of the tender. However, in view of specific site condition forcing usage of higher capacity cranes, crane above 150 MT capacity will be provided free of cost, at the discretion of BHEL execution engineer. Decision of BHEL execution engineer in this regard is final. BHEL shall provide operators free of charges for the crane provided. The day to day routine maintenance including replacement of spares (Including filters) for the crane provided by BHEL will be carried out by the contractor at his own cost. However, BHEL shall supply spare parts free of charge for normal wear and tear only. Contractor shall provide required manpower assistance as per the instruction of BHEL engineer for carrying out the above works. The fuel charges shall be recovered for Heavy duty crane (above 150 MT): Rs.300/Hour.
2	As per the Tender Document (clause No .1.4 of TCC)	150 T Crawler Crane (01 No) has to be provided by Bidder and it is not mentioned about crane of capacity above 150 T.	Please clarify that if crane above 150 T capacity required during the execution will provide by Ms. BHEL	Refer to reply for Sl. No. 01
3	Clause 1.9.2 (iv) of volume 1A, Part -II, chapter - I on Page 102 of TCC	In case total EMD amount..... tender submission	As the proforma of BG for EMD is not available in tender documents, Please confirm that Proforma sent to us for the tender No. 1640 for Power Cycle Piping at Neyveli shall be applicable.	Proforma of BG for EMD enclosed.
4	Volume 1-A Part- I, Chapter-I-Project information on page 37 of TCC	The proposed power plant will be installed adjacentVijaywada.	Please confirm whether it is considered separate project i.e. separate boundary. This is required for taxation purpose.	Bidder is requested to visit the site and ascertain.

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5	Clause 1.3.1.2 and 1.3.4 of volume I-A, Part-I Chapter-III on page 43 & 46 of TCC	Electricity for construction purpose By the contractor at his cost	Please confirm whether the electricity shall be on chargeable basis or free if on chargeable please confirm the rate per unit	Electricity for construction purpose is free of charge.
6	Clause 1.8.4 of volume I A, Part - I, Chapter - VIII on page 60	In case govt imposes..... to this contract	We feel that any new tax/levy shall be reimbursed by BHEL after the date of submission of bid instead of award of work. As the gap between submission of bid and award of work is not known.	Clause corrected as - " <i>In case Government imposes any new levy / tax after technical bid opening, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.</i> "
7	Clause 1.3.8.3 of volume IA, Part - I, Chapter III on Page 48 and serial no. 6 of note to weight schedule of volume 1A, Part - 1, chapter IX on page 65 of TCC	Cl. 1.3.8.3- tig welding wire... from the contractor. Sr.no.6-all electrodes/ tig wire..... by the contractor under his scope.	These two clauses are contradictory Please confirm which clause is applicable.	Sr. No. 6 of Note to Weight schedule of Volume 1A is applicable. Cl. 1.3.8.3 is corrected as " <i>All electrodes & TIG welding wires including stainless steel electrodes shall be arranged by the contractor at his cost. The bidder shall use the BHEL / Customer approved quality electrodes only. However BHEL will provide imported electrodes as provided by manufacturing units. The utilization of the TIG welding wires issued by BHEL shall be duly accounted for exercising maximum care and ensuring economical usage for minimum wastage. If during erection, it is found that the consumption of filler wire is more than the actual requirement by improper usage, the cost for the additional quantity so consumed shall be recovered from the contractor</i> "
8	Clause 1.17.5, 1.17.10,1.17.13,1.17.17 of Volume IA, Part -1, Chapter 17 on page 96 & 97 of TCC	1.17.5 - all exposed ...customer official 1.17.10- Each coat.....required DFT 1.17.13- primer and finish paint... Using the same 1.17.17 wherever applicable.. of this tender book	Since the scope of this tender is limited to supply and application of final coat of painting. We feel that surface cleaning by chemical and application of primer and intermediate coat of paint should not be applicable to this tender.	Tender Condition prevails.

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9	Clause 1.10.1 of volume IA - Part 1, Chapter X on page 67 of TCC	Biddel are requested to WC policy	Please confirm that these documents shall be submitted to BHEL after award of work.	Clause 1.10.1 is corrected as - <i>Bidders are requested to furnish the following documents at PSSR-HQ,Chennai immediately after release of Letter of Intent (L.O.I)</i> <i>I. Security Deposit and Additional Security Deposit.</i> <i>II. Unqualified Acceptance for Detailed LOI/ Work Order.</i> <i>III. Rs.100/- Stamp Paper for preparation of Contract Agreement.</i>
10	Clause RA 2.2 of Volume IA, Part II, Chapter 1 on page 105 of TCC	Those Bidders who have.....guidelines in vogue	Please clarify if Bidder can quote less amount/rates at the time of reverse auction against what have been quoted in sealed Price Bid.	Clause 2.2 of RA is clear. Bidder to quote accordingly.
11	Clause 1.3.1.2 and 1.3.4 of volume I-A, Part-IChapter-III on page 43 & 46 of TCC	Electricity for construction purpose By the contractor at his cost	Please confirm whether the electricity shall be on chargeable basis or free if on chargeable please confirm the rate per unit	Refer to reply for Sl. No. 05
12	Clause 1.3.4.6	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided recovered from contractor's bills.		Clause 1.3.4.6 Corrected as - <i>Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.8 shall be provided by the contractor at his cost. Penalty if any levied by customer on this account will be recovered from contractor's bills.</i>
13	Clause 1.12.5	Foundation pockets are to be cleaned thoroughly If required cleaning of the threads to be done.		Clause 1.12.5 Corrected as - <i>Foundation pockets are to be cleaned thoroughly before placing the supports /columns / equipment's. Verticality of foundation bolts to be checked along with correctness of the threads and freeness of the nuts movement. If required cleaning of the threads to be done with proper dies</i>

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14	Clause 29.0 of Vol.I Book-I (Page No. 21)		1. What are the intended benefit: 2.Whether tenderer can submit Udyog Aadhaar acknowledgement for Registration under MSMED Act 2006 as EM-II has now been withdrawn. 3.Whether MSE vendor claim exemption against submission of EMD on the basis of registration done as per s.no.2 given above 4. What are documents needed as proof for the same 5. Clause 1.9 (revised) of GCC (Vol.1- Book-II does not mention anything in connection with Exempting MSE vendor against submission of EMD.	Refer to Clause 29.0 of NIT & to be read in conjunction with MSMED ACT 2006
15	Clause No .1.4 of TCC		As per the Tender Document (clause No .1.4 of TCC), 150 T Crawler Crane (01 No) has to be provided by Bidder and it is not mentioned about crane of capacity above 150 T. Please clarify that if crane above 150 T capacity required during the execution will provide by Ms. BHEL	Refer to reply for Sl. No. 01

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16	Sl. No. 3; Clause No. 1.9 of VOLUME-IA PART – II CHAPTER 1		You are kindly aware that recent demonetization in the country has had a severe effect, though temporary, in the economy of all the organizations and we are no exception to that. This unprecedented and unforeseen initiative has put us in a financial distress and we are finding it very difficult to meet our various obligations and liabilities.In view of the afore- mentioned temporary financial set back, we request Ms. BHEL to kindly exempt us from submitting separate EMD for each of the bids/tenders and request Ms.BHEL to allow us to participate in all the bids/tenders without dis-qualification by submitting a One-Time EMD of Rs.2 Lakhs.	Tender Condition Prevails.

Note:-

1. All other Terms & Conditions of the Tender Specification remain unchanged.
2. Bidders are requested to consider this corrigendum as part of tender specification and quote accordingly.

Encl:-

1. Proforma of BG for EMD - 02 Pages

- sd -
AGM / SCT & PURCHASE

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids / Notice Inviting Tender No.....¹(Tender Conditions) M/s.....
..... having its registered office at²
(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of..... for.....³(name of the Employer) at⁴. The Tender Conditions provide that the Tenderer shall pay a sum of Rs..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Head Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.⁵(*)..... without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of bids from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tendered or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵.....
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name and seal of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid / Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name and Address of BHEL Unit / Division / Region*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date:*

⁷ *Date of Expiry of Claim Period.*

Note:

1. The Bank Guarantee shall be valid for atleast six months and claim period shall be two months after validity date. In case the BG is submitted without claim period then the validity shall be for eight months.
2. Provide the Contact address, phone no and email id of the Bank