

CORRIGENDUM – 2 DT: 24.05.2018 TO TENDER SPECIFICATION BHEL PSSR SCT 1720 - Package A and Package B for Construction of Civil, Structural and Architectural works of Main Plant Area of Units 1, 2, 3 & 4 at 5 x 800 MW Yadadri Thermal Power Station, Veerlapalem village, Dameracherla Mandal, Nalgonda District, Telangana State

Some of the bidders sought clarifications in regard to TENDER SPECIFICATION BHEL PSSR SCT 1720 and BHEL's clarifications are furnished below for information.

S.no	Clause No	Details of Clarification as per Bid Document	Bidder Query	BHEL's Reply
1.	NIT, Clause No. 5, 'Procedure of Submission of Tenders', Point No IV, 'Documents Comprising the e-tender', Page No. 10 of 1161	The tender shall be submitted online - ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:	We understand that this is online tender and only the Original hard copy of the "Tender Fee" and "EMD" shall be submitted to the client on or before the bid submission date. Please confirm.	Confirmed.
2.	NIT, Clause No. 33.0, 'Mode of Award', Page No. 24 of 1161	The successful bidder against this quote will be awarded the contract for Package-A.	We understand that the invited tender and the quantities mentioned in the BOQ is only for the Package-A i.e., Unit-1 & 3. Please confirm.	It is confirmed that BOQ is for One Package only. Package A and Package B are equal Packages.
3.	NIT, Annexure-6, Page No.44 of 1161	If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction- Not Applicable	We understand the Process of Reverse Auction is not applicable for this tender. Please confirm.	Confirmed.

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4.	TCC, Volume 1A, Part-I, Chapter-II, Scope of Works, Clause No. 1.2.1 , Areas of Work, Page No. 50 of 1161	AREAS OF WORKI) PACKAGE A: MAIN PLANT CIVIL, Units 1 & 3- Power House Building including CCR of Unit 1 & 2&II) PACKAGE- B: MAIN PLANT CIVIL, Units 2 & 4- Power House Building including CCR for Unit 3, 4 & 5	In the description it is mentioned that the Package A Main Plant Civil, Unit 1 & 3, but in below description it is mentioned as Power House Building including CCR of Unit 1 & 2, both are contradictory to each other. Please clarify and confirm. Similarly, in the description it is mentioned that the Package B Main Plant Civil, Unit 2 & 4, but in below description it is mentioned as Power House Building including CCR for Unit 3,4 & 5, both are contradictory to each other. Please clarify and confirm.	Power House Building pertaining to Units 1 & 3, as well as the TG Decks of Units 1 & 3 are covered in Package-A. Power House Building pertaining to Units 2 & 4, as well as the TG Decks of Units 2 & 4 are covered in Package-B. However, one Common Control Room pertains to Units-1&2 and is included in Package-A. The second Common Control Room pertains to Units-3,4&5 and is included in Package-B.
5.	Technical Specifications of Contract, Clause No. 1.3.3, Open Space	Area within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost. The contractor will be responsible for handing back all lands, as handed over to him by BHEL.	We understand that the land required for our site establishments i.e. for Site Office, Stores, Batching Plants, Storage Yard, Workshops, Labour Colony and Staff Colony etc. shall be provided to us free of cost near the site location till the completion of the scope of the work. Please confirm.	Land for Site Office, Stores, Batching Plants, Storage Yard, Workshops shall be provided inside the plant at free of cost. Land for Labour Colony and Staff Colony shall be provided adjacent to the plant boundary at free of cost.
6.	TCC, Cl. No. 1.3.3. (Open Space)	Land for labour colony shall be provided by BHEL approximately nearer to site, as made available by TSGENCO.	Bidder understand that Land for Labour Colony a well as Staff Colony will be provided free of cost by BHEL. Bidder also request that please provide the approximate distance of the open space from site	-do-

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7.	TCC, Volume IA, Part-I, Chapter-II, Clause No. 1.3.4, Electricity, Page No. 58 of 1161	Construction power will be provided to the contractor free of cost at one single point within the plant area by BHEL	We understand that the required electricity for our site establishments i.e. Site Office, Stores, Batching Plants, Storage Yard, Workshops, Labour Colony, Staff Colony etc will be provided free of cost to us. Please confirm	Electricity for Site Office, Stores, Batching Plants, Storage Yard, Workshops shall be provided at free of cost. Electricity for Labour Colony and Staff Colony shall be provided at single point on chargeable basis at the prevailing rate of TSGENCO.
8.	TCC, Cl. No. 1.3.4.1 (Construction Power)	Construction power will be provided to the contractor free of cost at one single point within the plant area by BHEL.	Bidder request that please arrange to provide at least three points within the plant boundary.	Bidder will be provided with single point. Further points shall be considered based on load requirement and feeder availability of the nearest BHEL transformer.
9.	TCC, Volume IA, Part-I, Chapter-II, Clause No. 1.3.5, Water, Page No. 58 of 1161	Water (Raw water) required for construction purposes will be provided at one single point within the plant area free of cost.	We understand that the required water for our site establishments i.e. at our Site Office, Stores, Batching Plants, Storage Yard, Workshops, Labour Colony, Staff Colony etc will be provided free of cost to us. Please confirm	Water (Raw water) for Site Office, Stores, Batching Plants, Storage Yard, Workshops shall be provided at single point at free of cost. Water (Raw water) for Labour Colony and Staff Colony shall be provided at single point on chargeable basis at the prevailing Government Tariff. Drinking water shall be arranged by the bidder at his cost.
10.	TCC, Cl. No. 1.3.5.1 (Construction Water)	Water (Raw water) required for construction purposes will be provided at one single point within the plant area free of cost by BHEL	Bidder request that please arrange to provide at least three points within the plant boundary.	Water for construction purposes will be provided at single point within the plant area. Further distribution shall be done by the bidder at his cost.

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11.	TCC Cl. No. – 1.3.6 (Supply of material)	BHEL shall provide Cement, Reinforcement Steel for civil works, Structural Steel for fabrication works only for incorporation in the permanent work AS FREE SUPPLY	Bidder understand that for all concrete work as well as brick work, plaster etc. also, cement will be supplied by BHEL free of cost.	Tender condition prevails, and bidder's understanding with respect to supply of Cement for Permanent Works is correct.
12.	TCC, Volume IA, Part-I, Chapter-II, Clause No. 1.3.6, Material Supply, Page No. 60 of 1161	The steel material will be issued from BHEL stores, within the plant premises. Collection and transporting to the place of work is in contractor's scope without any extra cost to BHEL.	We request you to indicate us the distance of the BHEL store from the site location.	BHEL Stores is located within Project premises and tentative locations of BHEL Stores as well as Site are indicated in the plot plan, furnished in the Tender.
13.	TCC, Cl. No. 1.3.6 (Supply of material)	BHEL shall provide Cement, Reinforcement Steel for civil works, Structural Steel for fabrication works only for incorporation in the permanent work AS FREE SUPPLY.	Bidder request to mention approximate distance from BHEL Store to Construction site.	BHEL Stores is located within Project premises and tentative locations of BHEL Stores as well as Site are indicated in the plot plan, furnished in the Tender.

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14.	TCC, Chapter IV, Clause 1.4.6	The area and infrastructure development of the area to be carried out by the customer. However, in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc shall be the responsibility of the contractor at his cost. No compensation on this account shall be payable.	We however understand that this shall be in the scope of BHEL In case of any delay to the project for reasons of BHEL, suitable extension of time along with costs incurred on account of such delays shall be to the account of BHEL.	Making temporary approaches for movement of equipment including cranes/ trailers etc. shall be the responsibility of the bidder at his cost. BHEL will not be accountable for any delay in making such arrangements. As such, Tender condition prevails.
15.	TCC, Volume-IA, Part-I, Chapter-VI, Time Schedule, Clause No. 1.6.6, CIVIL WORKS SCHEDULE FOR 5X800MW YADADRI POWER PROJECT, UNITS 1, 2, 3 & 4, Page No. 73 of 1161	Completion from the date of commencement of work for first Unit in a Package Boiler, Mill, & Bunker Foundation- 4th Month ESP Foundation:- 5th Month	At the initial stage minimum 2 months are required for the mobilization, site establishments, Trial Mix for the design etc. in the view of the same we request you to consider the followings: Completion from the date of commencement of work for first Unit in a Package. 1) Boiler, Mill, & Bunker Foundation- 6th Month 2) ESP Foundation:- 7th Month. Please consider and confirm	Tender condition prevails. Bidder shall make necessary arrangements to meet the tendered Schedule.

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16.	TCC, Volume-IA, Part-I, Chapter-VI, Time Schedule, Clause No. 1.6.6, Guarantee Period of Each Package, Page No. 73 of 1161	Guarantee period of 12 months shall commence from the date of completion of the whole work certified by the BHEL Engineer.	We request you to consider that the guarantee period shall be commence from the date of completion of the structures (Part handing over of each area) included in the scope of the contractor instead of the date of completion of the whole work. Please consider and confirm.	Tender condition prevails. Bidders to quote accordingly.
17.	TCC, Volume-IA, Part-I, Terms of Payment, Clause No. 1.7.2, Advance for Mobilization, Page No. 78 of 1161	Interest bearing advance for Mobilization, limited to 5% of the contract value will be paid against submission of bank guarantee of at least 110% of the advance valid for the contract period, which will be recovered from the first running bill onwards. The advance for mobilization shall be paid as under.	We request you to provide us the Interest free Mobilization advance equals to 10% of CV in one installments. Please consider and confirm.	Tender condition prevails. Bidders to quote accordingly.
18.	TCC, Volume-IA, Part- II, Chapter 1, Clause No. 1.9.2.3, Page No. 109 of 1161	In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20 Lakh may be accepted in the form of Bank Guarantee from Scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months from the scheduled due date of tender submission mentioned in the Notice Inviting Tender.	We understand that the EMD amount shall be of Rs. 2,10,00,00/- (Rupees Two Crores Ten lakhs Only) out of which Rs. 20 Lakhs in form of Demand Draft and Balance in form of bank guarantee. Please confirm.	The option proposed is acceptable to BHEL.

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19.	TCC, Volume-IA Part-II Chapter 1, Sr. No. 8 , Quantity Variation, Page No.116 of 1161	Clause 2.14.1 in GCC is revised as "The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 30% of awarded contract value."	We request you to amend the clause as: Clause 2.14.1 in GCC is revised as "The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value."	Tender condition prevails. Bidders to quote accordingly.
20.	TCC, Volume-IA Part-II Chapter 1, Sr. No. 14 , (Release of payment for Running Bill), Page No.121 of 1161	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents.	Bidder request that the 75% payment for running bills shall be released within 7 days of submission of running bill as Adhoc for smooth progress of project and balance will be released as per tender condition.	Tender condition prevails. Bidders to quote accordingly.
21.	Clause No. 3.16, Reinforcement, Volume VII C, Section V, Technical Specification of Cement Concrete	Mild steel round bars, cold twisted and deformed bars as medium tensile or high yield strength steel, plain hard drawn steel wire fabric etc., will be used as reinforcement as per drawings and directions. In an aggressive environment an anti-corrosive coating on the reinforcement may be provided as per IS: 9077, as shown on the drawing or as directed by the Engineer.	We understand that as the Reinforcement Steel is issued free of cost to us, hence if any such anti-corrosive treatment is required then the same shall be done by the BHEL before issuing to us. Please confirm.	Bidder is responsible for the preservation of reinforcement steel once it is drawn from BHEL/Store.

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22.	Annexure- C1 & Annexure-T1 dated 01/06/2017, Rate of Hire Charges applicable to contractors working for BHEL & Clause No. 5, POWER SECTOR (FIN.) HQRS	The revised rates will be effective from 1.06.17 and will remain valid upto 31.5.2019 and will be subject to revision thereafter.	We understand that the given rates of hire charges will remain same till the completion of the Package "A" & Package "B". Please confirm.	The tender condition clearly states that rates remain valid upto 31.5.2019 and will be subject to revision thereafter. Bidder to quote accordingly.
23.	Drawings		We request you to provide us the drawings showing details of the foundation and cross sectional details in order to get the clear idea about the structures. Also, we request you to provide us the detailed drawings of TG deck in order to get the clear idea about the TG form work.	As Engineering of the project is in progress now, BHEL will not be able to provide drawings of foundation/ cross sectional drawings/ TG Deck at present. The drawings will be released in a phased manner to meet the Project construction schedule.
24.	SCC, Chapter-IX: Occupational Health, Safety & Environment Management / Quality Assurance Programme, Clause No 9.61, Non Compliance, Legend, Page No. 44 of 165	Legend:-*: per head, #: or as deducted by Customer whichever is higher	As mentioned in the legend of the table given for the fines to be imposed on the contractor for every instance of violation, that the fine is as per the given table or as deducted by customer whichever is higher for the fatal accident. Is there any certain clause on the same in the Main contract i.e. between BHEL and Telangana State Power Generation Corporation Limited (TSGENCO)	Tender Condition prevails. Bidders to quote accordingly.

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25.	GCC, Chapter I, Clause 1.6	Contractor shall erect and commission all the equipment and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL Engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor. No claims for extra payment from the contractor will be entertained on the ground of deviation from the methods / sequence adopted in erection of similar sets elsewhere.	Work shall be executed in the method and the sequence as decided between the Parties at the beginning of the Project. In case of any deviation to the same on account of the non -availability of materials and fronts leading to delays in the project or requiring major schedule re-sequencing impacting the cost, the Contractor shall be granted with suitable extension of time along with costs incurred.	Tender condition prevails. Bidders to quote accordingly.
26.	GCC, Clause No. 2.7.9, Liquidated Damages/ Penalty, Page No. 18 of 32	If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.	We request you that the liquidated damages shall be 0.25 % of the contract value per week of delay or part thereof subject to maximum of 5% of the contract value, if the delay is attributed to the contractor. Please consider and confirm.	Tender condition prevails. Bidders to quote accordingly.

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27.	GCC, Cl. 2.7.9	2.7.9 LIQUIDATED DAMAGES / PENALTY If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value,per week of delay or part thereof subject to a maximum of 10% of the contract value.	LD ceiling shall be limited to 5% of the contract value	Tender condition prevails. Bidders to quote accordingly.
28.	GCC, Clause No. 2.7.9, Liquidated Damages/ Penalty, Page No. 18 of 32	If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.	We request you that the liquidated damages shall be 0.25 % of the contract value per week of delay or part thereof subject to maximum of 5% of the contract value, if the dealy is attributed to the contractor. Please consider and confirm.	Tender condition prevails. Bidders to quote accordingly.
29.	GCC, Cl. 2.12	2.12 OVERRUN COMPENSATION	Overrun compensation mentioned is very low. Overrun compensation shall be based on actuals for the period of delay. We request not to impose any ceiling.	Tender condition prevails. Bidders to quote accordingly.

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30.	GCC, Cl. 2.13	2.13 INTEREST BEARING RECOVERABLE ADVANCES 2.13.1 Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance.	Request you to kindly grant interest free advance for 10% of the Contract value against submission of BG for equivalent BG.	Tender condition prevails. Bidders to quote accordingly.
31.	GCC, Cl. 2.13.6	2.13.6 The rate of interest applicable for the above advances shall be the prime lending rate of State Bank of India prevailing at the time of disbursement of the advance + 2%, and such rate will remain fixed till the total advance amount is recovered		
32.	GCC, Cl. 2.21	2.21 ARBITRATION 2.21.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the	Request that dispute resolution shall be through Arbitration by three arbitrator method instead of sole arbitrator to be appointed by BHEL to ensure fail dispute resolution mechanism.	Tender condition prevails.

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		<p>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, then, either Party may, by notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p>		
33.	GCC, Cl. 2.22	<p>2.22 RETENTION AMOUNT 2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills.</p>	Request not to deduct any retention money for the Project	Tender condition prevails. Bidders to quote accordingly.

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34.	Price Bid		<p>The percentage allocated in the price bid for the concrete works Item nos: 201, 203, 204, 205, A205, 206, 207, 208, 211, 212, 213, 214 are abnormally low, the percentages mentioned for those items are almost equal to the cost of raw materials to be used in the work.</p> <p>Actual cost of Sand in the project area is Rs.1300/MT and Coarse Aggregate is Rs.700/MT as on date.</p> <p>Hence it is requested to rationalize the percentages provided for those items and please do the needful.</p>	Tender condition prevails. Bidders to quote accordingly.