



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:KLN-Q1842:TCN-02

Date: 27-07-2017

Sub	Tender Change Notice (TCN)- 02.	
Job	Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1842:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1842:5803 Date: 10-07-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-Q1842:TCN-01 Date: 14-07-2017
	4.0	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 **31-07-17 to 07-08-17 (15:00 hrs)**. Bidders are requested to submit their offer by extended due date positively.
2. Clarification to bidder's queries as per attached Annexure-A
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

Dy. 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) 2339 8000

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	Providing services of field health, safety & environment (HSE) assurance engineers for Unit-1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1842:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1842:5803 Date: 10-07-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-Q1842:TCN-01 Date: 14-07-2017
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KLN-Q1842:TCN-02 Date: 27-07-2017
	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/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)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 033-2339 8000/ 2339 8236

ANNEXURE-A TO TCN-02

Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.

Tender no PSER:SCT:KLN-Q1842:17

Sl no.	Reference in tender document	Existing provision	Bidder's query	BHEL's clarification
1	Vol II Clause 4.1 a	Roles & Responsibilities: The team..... below: (not exhaustive) Liaising with Local authority/ statutory authority/ local facilities like hospitals, fire stations, disaster management agencies etc. as and when called for	Please Clarify / provide more details.	The site safety team has to coordinate with local authorities, in case, such occasion arises like local police station, fire station, disaster management group, labour department official. BHEL site team, with help of the customer, will identify those agencies. For example, in case of fire at site beyond control by fire extinguishers, the local fire station has to be immediately contacted or in case of a cyclone warning or flood situation, local disaster management team is to be contacted, etc.
2	Vol II Clause 4.1 b	Coordinating setting up of a safety park at a suitable location with help of agencies	Detailed description of the Safety park is requested	As per tender
3	Vol II Clause 4.1 c	Providing induction training of all persons of BHEL and agencies before issue of gate pass. A short induction briefing to be made to all visitors at the gate.	Please Clarify / provide more details.	As per tender
4	Vol II Clause 4.1 m	Checking labour welfare measures both at site and labour colony	Please clarify regarding Labour welfare measures & plan to monitor it.	As per tender
5	Vol II Clause 4.1 o	Managing environmental project activities including, scheduling, tracking and planning for environmental assessments, site investigations, feasibility studies, and remedial action plans	Broad Spectrum of the activities to be carried out by HSE personnel is mentioned. Please provide detailed description of the activities to be done	As per tender

ANNEXURE-A TO TCN-02

Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.

Tender no PSER:SCT:KLN-Q1842:17

Sl no.	Reference in tender document	Existing provision	Bidder's query	BHEL's clarification
6	Vol II Clause 4.2.1	Contractor shall submit periodic reports case test results are negative.	For submitting periodic reports and Monthly Progress Report, our FQA Officers are to be allowed to generate weekly report of findings and be permitted to send them to our HQ for technical scrutiny, compilation and then submission to different Divisional heads of BHEL-PSER. From our past experience, the respective Engineer I/Cs of BHEL, discourage / prohibits such generation of Report and communication to HQ. BHEL to ensure free communication (any confidential data may be restricted)	As per tender
7	Vol II Clause 4.2.4	Contractor shall submit Monthly Progress Report At PSER Kolkata.		
8	Vol II Clause 4.2.7	Contractor shall vouchers/documents connected with this contract.	Please provide details of Insurance cover to be made.	The contractor shall arrange necessary insurance for their personnel posted at site within the quoted rates.
9	4.2 .10	Contractor will ensure Work at odd hours and face adverse climate.	Please clarify regarding the kind of welfare support. procurement and management of the same.	As per tender
10	Vol II Clause 5.1 para 3	The Agency shall be given not more than 2 weeks Competent authority of BHEL desires so.	This clause requires deployment of FQA Engineers within not more than 2 weeks, whereas in clauses 6.15, 7.1 and 10 of Vol II, the period is 15 days. In all places it may be made 15 days uniformly. Also, deployment within 2 weeks after approval or replacement within specific period is subject to obtaining Work permit / Visa. Hence 15 days for deployment or replacement must be subject to availability of work permit/visa.	Revised portion of the clause shall be "The agency shall be given not more than 15 days from date of intimation for deployment of HSE personnel on acceptance of CV by Head/HSE, BHEL-PSER-HQ, Kolkata. The candidates shall be interviewed over phone or VC or personal for selection, if the competent authority of BHEL desires so."

ANNEXURE-A TO TCN-02

Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.

Tender no PSER:SCT:KLN-Q1842:17

Sl no.	Reference in tender document	Existing provision	Bidder's query	BHEL's clarification
11	Vol II Clause 6.6	The contractor has to arrange for medical facilities at site at their cost.	Kindly elaborate "medical facilities to be arranged". We understand Principal owner and EPC Contactors are to arrange medical facilities as per Factory rules / law of the land. Please clarify.	The contractor has to arrange medical facilities including necessary insurance facilities for their FQA personnel posted at site within the quoted rates. However, first aid medical facility at site may be provided by BHEL/BIFPCL".
12	Vol II Clause 6.13	Contractor has to follow which no extra payment will be made.	Regarding local holidays, working hours in a week, 10/12 hours per day etc., will it be governed by the law of the land or not?	As per tender
13	Vol II Clause 14.5	For the payment of staff working beyond normal hours in such special cases.		
14	Vol II Clause 6.17	If any of the HSE officers/ Sr. officers is sent outside the approval of BHEL site engineer.	Considering the political situation at Bangladesh, HSE Officers may not be asked to travel outside project premises or place of stay between sunset to sunrise. For any accident during outside deployment, the cost towards medical treatment and other allied expenses is to be borne by BHEL.	As per tender
15	General		Since the job is at Bangladesh: a) Who will arrange Work permit & visa? b) Generally, this process takes a longer time. Deployment within 2 weeks after approval or replacement within specific period is subject to obtaining Work permit / Visa. Hence 15 days for deployment or replacement must be subject to availability of work permit/visa.	a) Bidder shall arrange VISA, work permit at their own cost. b) Shall be as per tender

ANNEXURE-A TO TCN-02**Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.****Tender no PSER:SCT:KLN-Q1842:17**

Sl no.	Reference in tender document	Existing provision	Bidder's query	BHEL's clarification
16	2nd Para of Clause no 2.8.5 under Annexure-A (Rev-01) Amendment to GCC	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.	----	This para shall be revised as follows: The Contractor shall obtain independent License for engaging contract labour/workers as required from the concerned Authorities issued by the Principal Employer/Customer/Statutory Bodies as per the prevailing Act or Rules/Regulations of Bangladesh.