

Corrigendum – 2 Dated April 11, 2013 to Tender specification BHEL: PSSR: SCT 1527

Some of the bidders sought clarifications in the above tender and the “clarifications issued” are furnished below for your information.

Sl. no	Published in	Existing clause	Bidder’s queries	Clarifications issued
1.	Techno commercial bid Volume-I Book-I Notice Inviting Tender Clause no 28	<p>28. BID MARGIN: (Bid Margin is to be submitted in addition to EMD) A margin money of Rs.10,00,000.00 (Rs.Ten lakhs) towards this tender to get listed in Empanelment of Bidders against his tender.</p>	<p>Bid margin of Rs. Ten lakhs may be accepted in the form of Bank guarantee.</p> <p>Rs.Ten lakhs as bid margin is on higher side and requested to reduce the amount.</p>	<p>Bank guarantee (BG) may be accepted. (Format for BG is enclosed)</p> <p>Not possible to reduce.</p>
2.	Techno commercial bid Volume-I Book-I Volume-IA Part-I Chapter- II Clause no. 1.2.29	<p>1.2.29.If required over and above the cranes deployed by the contractor....., mutually agreed shall be borne by BHEL.</p> <p>Note: BHEL’s crane shall be issued to the contractor at the stores or for receiving and returning back the crane.</p>	<p>In clause no 1.2.29 it is mentioned that prorata payment shall be considered incase the contractor is requested to mobilise the crane. Bidders requested that the prorata payment is not sufficient and may be increased.</p>	<p>In case the bidder is requested to arrange additional 40T / 75 T crane for a duration of less than or equal to sixty days, then mutually agreed amount shall be paid by BHEL towards mobilisation and demobilisation charges.</p>

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3.	Techno commercial bid Volume-I Book-I Volume-IA Part-I Chapter- II Clause no. 1.2.29	1.2.30.If required over and above the cranes deployed by the contractor....., mutually agreed shall be borne by BHEL. Note: BHEL's crane shall be issued to the contractor at the stores or for receiving and returning back the crane.	In clause no 1.2.29 it is mentioned that 75 T crane shall be provided by BHEL on need basis. Bidders requested whether, in case of those deployment plans in which the 75T crane is not applicable will the same clause is still applicable.	In case the bidder is requested to arrange additional 40T / 75 T crane for a duration of less than or equal to sixty days, then mutually agreed amount shall be paid by BHEL towards mobilisation and demobilisation charges.
4.	Techno commercial bid Volume-II –All Price bids		Percentage mentioned in the bottom of the tabular column is not matching with the percentage mentioned in the note	Note is corrected. Revision-01 is released for all the price bids. Bidders are requested to use only the revised price bids only.

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5.			As per the certificates being issued by the RTO authorities, the capacity of the trailer is inclusive of the own weight of the vehicle. It is understood that the capacity of trailer mentioned in the tender is the weight of both the vehicle and the load placed on the trailer. Please confirm whether the understanding is correct.	The understanding is correct.
6.			Bidders informed that it is not possible to estimate the cost of services like manpower, other T & Ps etc. if the tonnage to be handled is not known and requested to indicate approximate tonnage for each deployment plan.	Quantity of material to be unloaded is insignificant when compared to the T & P cost. Hence the quantity need not be mentioned. Anticipated average mandays per month may be indicated in the price bid in the given space. Price bid is revised accordingly.

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7.			Maximum cap on reshifting works and out going materials shall be fixed in terms of tonnage.	Since, T & P and services are accounted, no cap is envisaged.
8.			Only one 12T crane is mentioned in all the deployment plans. In our experience, one no of 12T crane is not sufficient in those deployment plant which are having longer duration. In such cases whether BHEL will pay for the extra 12T crane that may be mobilised at site to meet the tender requirement of unloading the trucks within two days of receipt of the trucks.	Yes. Payment as per clause 1.2.29
9.			Bidder explained the difficulty in manoeuvrability of crawler crane in the storage yard and explained that marching of crawler crane is time consuming and requested for accepting tyre mounted crane.	Crawler crane-40 T is revised as crawler / tyre mounted crane - 40T. However the 75T crane shall be of crawler type.

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10.			Bidders explained the difficulty in marching of crawler cranes for more than half kilometre incase of two different yards located at two different places during reshifting and requested BHEL to spare one crane at the other end for uninterrupted reshifting works.	Sparing BHEL's crane shall be as per tender clauses.

All other conditions of the tender remain unchanged

AGM /SCT

PROFORMA FOR BANK GUARANTEE FOR BID MARGIN

This Deed of Guarantee made this.....day of 20.....
by Bank Ltd in favour of Bharat Heavy Electricals Limited,
Power Sector, Southern Region, Chennai-35 having its Registered Office at New Delhi.

Whereas Messrs.....(hereinafter called the tenderer) have
submitted a tender.....in response to tender specification
No..... (hereinafter called the said tender documents) of M/s Bharat
Heavy Electricals Limited, Power Sector, Southern Region, Chennai-35 having its Registered
Office at BHEL House, Sirifort, New Delhi – 110 049 (hereinafter called the company)

And Whereas the said tender documents provided that the tenderer shall pay a sum of
Rs.....(Rupees.....
....) towards Bid margin to be made in the form and manner therein specified.

And whereas the Tenderer.....have approached.....
..... Bank Ltd., and at their request and in consideration of
the arrangement arrived at between the said tenderer and the said Bank, the said Bank has
agreed to give such guarantee as hereinafter mentioned to the aforesaid Company.

Now, therefore, these presents witness that we
..... Bank Limited by the hand of Sri
..... its lawfully and duly constituted attorney do hereby undertake to pay
the aforesaid Company a sum of Rs..... (Rs.....)
by value of this Guarantee against any loss or damage caused to or suffered by the said
tenderer of any of the terms, conditions, stipulations undertaking or any one of them contained
in the said tender documents, and for the payment of any money or moneys payable by the
said tenderer to said company under the terms and conditions of the tender documents (the
decision regarding the breach, loss/damage, or payment due being solely in the discretion of
the said Company. The further undertake to pay the aforesaid amount in a lumpsum of
demand irrespective of the fact whether the said tenderer admits or denies such claim on
questions its correctness in any Court, tribunal or Arbitration proceedings before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same irrespective
for any concession for the time being granted by the said company to the tenderer in or for
fulfilling the conditions of the tender documents and the guarantee will remain in full force
irrespective of any change of terms, conditions or stipulations or any variation in the terms of
the said tender documents irrespective of whether notice of such change and/or variation is
given to us or not and claim to receive such notice of any change and/or variation of the terms
and/or conditions of the said tender documents is hereby specifically waived by us. Further,
we shall not be released from this guarantee by any forbearance of the exercise or non-
exercise of any of the powers or rights under the said tender documents by the said company

