



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:PAL-M1147:TCN-01

Date: 23/11/2010

Sub	Tender change notice (TCN- 01).	
Job	Providing Complete Logistics of various transportations etc and transportation of all items from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura.	
Ref	1.0	Tender no PSER:SCT:PAL-M1147:09.
	2.0	BHEL's NIT, vide reference no PSER:SCT:PAL-M1147:10, dated 06/11/10.
	3.0	Other references (if any).

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

- 1.0 Addition of Clause 2.1.34 in page 12 of 49 in Technical specification for Logistics & transportation which shall be as per annexure – A to TCN-01.  
Bidder shall create / arrange suitable storage facility at Guwahati or nearby area including facility for loading / unloading of materials with material handling equipments ( including crane ) and stools / sleepers etc. for placement of materials. However, creation / arrangement of suitable storage facility equipped with suitable material handling equipments etc. will be done only after the instruction from Logistic Cell / PSER in writing. Storage facility should also be equipped with security & lighting arrangement.  
Suitability of storage facility should be considered based on readiness of materials at MU as listed in Annexure – II, completion of civil work en-route and completion of transportation of all materials as per schedule.
- 2.0 Payment terms as per clause no. 3.3 in page 13 of 49 in Technical specification for Logistics & transportation has been revised as per annexure – A to TCN-01.
- 3.0 Taxes & Duties as per clause no. 3.13 in page 17 of 49 in Technical specification for Logistics & transportation has been revised as per annexure-A to TCN-01.
- 4.0 Annexure -I as in page no. 36 of 49 in Technical specification for Logistics & transportation has been revised as per annexure-A to TCN-01.
- 5.0 Annexure -VI as in page no. 41 of 49 in Technical specification for Logistics & transportation stands deleted
- 6.0 Clarification to tender terms as per Annexure-B to TCN-01.
- 7.0 **BOQ cum price schedule format VOL-III- Price Schedule, rev-0 has been revised as VOL-III- BOQ Cum Price Schedule, REV-01 which is enclosed herewith. As such you are requested to consider the revised BOQ/price schedule format VOL-III- BOQ cum Price Schedule, REV-01 only and quote your price accordingly.** Offer from bidders in superseded price schedule shall not be considered. Bidders are also requested to submit a declaration in techno-commercial offer that they have submitted their price bid in sealed envelope as per **REVISED price schedule format (VOL-III-BOQ cum Price Schedule , Rev-1)**

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

8.0 Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.

9.0

10.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

**ENGR (SCT)**

Encl:

- 1.0 Revised format of 'No deviation certificate'.
- 2.0 Revised BOQ cum price schedule format (VOL-III, BOQ Cum Price Schedule, REV-01)
- 3.0 Annexure-A to TCN-01
- 4.0 Annexure-B to TCN-01.

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

**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 Complete Logistics of various transportations etc and transportation of all items from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura.	
Ref	1.0	Tender no PSER:SCT:PAL-M1147:09.
	2.0	BHEL's NIT, vide reference no PSER:SCT:PAL-M1147:10, dated 06/11/10.
	3.0	BHEL's TCN-01 issued vide reference no. PSER:SCT:PAL-M1147:TCN-01 dated 23/11/2010
	4.0	Other references (if any).

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 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)

## ANNEXURE-A TO TCN-01

SUB: Providing Complete Logistics of various transportations etc and transportation of all items from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura.

**TENDER NO : PSER : SCT : PAL-M1147:10**

### Modification to Technical specification for Logistics & transportation Clause:

**1.0 Addition of Clause 2.1.34 in page 12 of 49 in Technical specification for Logistics & transportation which shall be as per following :**

Bidder shall create / arrange suitable storage facility at Guwahati or nearby area including facility for loading / unloading of materials with material handling equipments ( including crane ) and stools / sleepers etc. for placement of materials. However, creation / arrangement of suitable storage facility equipped with suitable material handling equipments etc. will be done only after the instruction from Logistic Cell / PSER in writing. Storage facility should also be equipped with security & lighting arrangement.

Suitability of storage facility should be considered based on readiness of materials at MU as listed in Annexure – II, completion of civil work en-route and completion of transportation of all materials as per schedule.

**2.0 Payment terms as per clause no. 3.3 in page 13 of 49 in Technical specification for Logistics & transportation has been revised as per following**

**Payment terms:**

3.3.1 90% of the corresponding amount against activities mentioned in sl. No. 3.3.4 along with 100% taxes & duties (if applicable) shall be released on completion of respective item wise activities on pro-rata basis as per Billing Schedule approved by BHEL.

3.3.2 5% of the Contract Price will be released after completion of work under this Contract after settlement of all pending issues.

3.3.3 Balance 5% of the Contract Price will be released after completion of guarantee period or at the start of guarantee period against BG of equivalent amount valid till guarantee period.

3.3.4 Gross Payment on 100% basis will be regulated in the following manner :

**Payment Break up For SURVEY , DESIGN , CONSTRUCTION OF BYPASSES , STRENGTHENING / SUPPORTING OF BRIDGE TO ENHANCE LOAD CARRYING CAPACITY , AND DISMANTLING / REMOVAL OF BYPASS / SUPPORT STRUCTURE:**

3.3.4.1. Submission of logistics plan including bypass design & construction details, schedule for transportation etc. from various starting points to Palatana site & completion of construction of Bypasses & strengthening /supporting of Bridge - 75% of contract value for Part – A of Main Price of Price Schedule. Of this 75% of contract value , 100% payment shall be made as per criterion mentioned in point no. 3.3.1 , 3.3.2, & 3.3.3

3.3.4.2 Dismantling of Bypasses/Removal of supporting structures etc. after all the consignments have been transported: 25 % of contract value for Part – A work of Main Price of Price Schedule. Of this 25 % of contract value , 100% payment shall be made as per criterion mentioned in point no. 3.3.1 , 3.3.2, & 3.3.3

### **Payment Break up For TRANSPORTATION & STORAGE FACILITY**

3.3.4.3 Transportation of items from Starting point to Palatana site -100% of item rate as per item wise break up on completion of transportation of the item for Part – B work of Main Price of Price Schedule. Of this 100 % of contract value , 100% payment shall be made as per criterion mentioned in point no. 3.3.1 , 3.3.2, & 3.3.3

3.3.4.4 Creation / arrangement of storage facility including loading/unloading facility with material handling equipments & stools/ sleepers etc – 100% of the price as per sl. 16 of item wise break up of transportation & storage facility after completion of transportation of last item. Of this 100% of contract value , 100% payment shall be made as per criterion mentioned in point no. 3.3.1 , 3.3.2, & 3.3.3

If no storage facility is created / arranged, no payment will be admissible.

In case of increase in weight & dimension of consignment within 5%, no additional payment is envisaged on this

account. Beyond 5% increase in weight/dimensions, as mentioned in Annexure-I, payment shall be made as follows:

(I) WEIGHT : FOR EVERY 5.0 MT OR PART THEREOFF 1.25 % OF CONTRACT VALUE OF THE CONSIGNMENT

(II) LENGTH : FOR EVERY 0.5 Mts. OR PART THEREOFF 1.25% OF CONTRACT VALUE OF THE CONSIGNMENT

(II) WIDTH : FOR EVERY 0.25 Mts. OR PART THEREOFF 1.5% OF CONTRACT VALUE OF THE CONSIGNMENT

(IV) HEIGHT: FOR EVERY 0.25 Mts. OR PART THEREOFF 1.75% OF CONTRACT VALUE OF THE CONSIGNMENT

IN ANY CASE PROPORTIONATE CHARGES SHALL NOT EXCEED 15% OF CONTRACT VALUE OF THE CONSIGNMENT.

Note :

1. Payment will be made in Indian Rupees which is the currency of the Contract.
2. Payment will be subject to any recovery to be made from the Contractor.
3. Any income tax liability of the Contractor at source shall be deducted in accordance with Indian Income Tax law as applicable from time to time and necessary certificate in respect of such deduction in accordance with Law shall be furnished to the Contractor at his written request to BHEL.
4. Logistics vendors will have to submit their bill against terms of payment at Sl. No. 3.3.4.3 on completion of transportation itemwise as detailed in item wise break up of transportation & storage facility to the respective units along with certificate from Site in charge for receipt of materials at site in good condition & after fulfilling the other provisions of contract.
5. The bill against terms of payment at Sl. No. 3.3.4.1, 3.3.4.2 & 3.3.4.4 for submission of documents towards design / construction of bypass etc. and completion of construction, dismantling of Bypass & Creation / arrangement of storage facility shall be submitted to Logistics cell / PSER, Kolkata along with service tax on Works Contract Composite scheme, who will verify the bill & send to respective units for proportionate payments to the vendor.
6. Vendor may please note that for the above consignments, GTA Service Tax will be paid by BHEL respective Units and for Civil Works at Site : Service Tax on Works Contract Composite Scheme – Notification 32/2007- S.T, will be reimbursed by BHEL respective Units.
7. BHEL/PSER-Logistics group, co-ordinating this job, may at its discretion further split up the above percentage break ups given in clause no. 3.3 above under various payment heads and facilitate payment to the bidder to suit their activity/ mobilisation status, cash flow requirement, according to the progress of work.
8. Payment for a particular consignment, reached at Site, will not be released until and unless the damage / shortage certificate, if any occurs in that consignment, is not received by BHEL.

**3.0 Taxes & Duties as per clause no. 3.13 in page 17 of 49 in Technical specification for Logistics & transportation has been revised as follows .**

TDS under Income Tax if applicable (Not applicable if vendor can provide PAN) , shall be deducted at prevailing rates on gross invoice value from the RA bills

All taxes (except Service Tax including Educational Cess and other cess, if any), , charges royalties, duties, Octroi, any state or central levy and other taxes for materials obtained for the work and for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any Increase of the same at any stage during execution of the contract shall have

to be borne by the contractor. Quoted rates/ price of the bidder shall be inclusive of all such requirements. No ENTRY TAX/OCTROI is leviable in Tripura State

**SERVICE TAX:**

Vide Section 65 (105) (zzp), BHEL is liable to pay Service Tax at the current rate on the 25% value of Taxable Service of "Transport of Goods by Road in a Goods Carriage" provided a simple declaration should be made by GTA in the Consignment Note that he has not taken Cenvat Credit on Inputs or Capital Goods used for providing Taxable Services and also no benefit under Notification No. 12/2003 has been taken by him.

**SERVICE TAX FOR SURVEY , DESIGN , CONSTRUCTION OF BYPASSES , STRENGTHENING / SUPPORTING OF BRIDGE TO ENHANCE LOAD CARRYING CAPACITY , AND DISMANTLING / REMOVAL OF BYPASS / SUPPORT STRUCTURE/STORAGE FACILITY:**

Service tax as legally leviable & payable by the contractor for "survey , design , construction of bypasses , strengthening / supporting of bridge to enhance load carrying capacity , and dismantling / removal of bypass / support structure/storage facility services "of service tax law/act vide sec 65 (105)(ZZB), shall be paid by BHEL-P.S.E.R on contractor's gross bill. the contractor shall furnish proof of service tax registration with central excise division covering the services under this contract. registration should also bear endorsement for the premises from where the billing shall be done by the contractor on B.H.E.L-P.S.E.r for this project. The contractor shall obtain prior approval of BHEL-P.S.E.R if there is any change in the above provision. B.H.E.L-P.S.E.R will not be held to be responsible for non-compliance of various service tax rules, being framed from time to time.

With introduction of cenvat credit rules 2004 which came into force w.e.f.. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. as such, while offering the rates, the contractor may take in to account the benefit of above provisions as the cost of input to contractor will be net of excise duty and service tax and adjust their offer price accordingly to make it more competitive

The GTA is required to get themselves registered U/S. 22 of Tripura Vat Act, 2004 for bringing materials, plants and machinery at Site, Road permit/ way bill, in Form No. XXVI shall be arranged by the O.T.P.C-PALATANA , BHEL- PSER will not supply any road permit/ way bill for this purpose. The contractor must be a registered dealer with the state VAT Act, if not registered yet and a copy of the said registration certificate along with TIN number must be provided to site RAO.

New tax & duties, if imposed subsequent by statutory authority during contract period (including extension, if the same is not attributable to the contractor), shall be reimbursed by BHEL, respective units on production of relevant supporting document to the satisfaction of BHEL, PSER. However, vendor shall obtain prior approval from BHEL, PSER before depositing new taxes & duties.

- 4.0** Annexure -I as in page no. 36 of 49 in Technical specification for Logistics & transportation has been revised as per annexure-A to TCN-01.

## ANNEXURE - I

## LIST OF ITEMS FOR TRANSPORTATION FOR UNIT# 1 &amp; 2 OTPC, PALATANA

SL. NO	Item Description	Qty	UNIT WT. IN MT s	DIMENTIONS IN METRES			CONCERNED MU/REGION	TO BE LIFTED FROM
				LENGTH	WIDTH	HEIGHT		
A	Gas Turbine							
1	GT Accessory Package (ACC. Base)	2	49.900	9.200	3.440	4.100	Hyderabad	
2	Exhaust Diffuser Duct	2	30.000	7.000	3.800	3.800	Mumbai	
3	LCI Panel	2	20.000	10.668	4.115	3.848	Mumbai	
4	LCI Panel	2	18.500	8.992	4.115	3.848	Mumbai	
B	Gas Booster Compressor ( 3 nos)							
5	Compressor Skid	3	26.000	7.500	3.500	2.000	Hyderabad	
6	Lube Oil Skid	3	16.000	3.500	3.500	2.500	Bangalore	
C	Steam Turbine							
7	ST Rotor (bare rotor wt & dimensions)	2	50.317	9.200	3.440	4.100	Hyderabad	
D	Heat Exchangers							
8	Feed Storage Tank	2	23.100	13.600	3.600	4.100	Hyderabad	
9	Condenser Bottom Plate Assly	4	8.500	6.000	5.000	0.250	Hyderabad	
E	ST Generator							
10	ST Generator Rotor	2	46.000	10.000	1.500	1.500	Hyderabad	
F	TRANSFORMER							
11	16 MVA UAT ( OIL FILLED )	2	32	4.600	2.800	3.000	JHANSI	
12	25 MVA ST ( GAS FILLED)	2	50	5.500	2.450	3.280	JHANSI	
G	GENERATOR							
13	250MW Generator Rotor (Pkg. 205)	2	47.480	10.550	1.560	1.660	HARIDWAR DURGAPUR	
H	HRSR							
14	HRSR Transition duct	4	1.3	7	3.6	0.75	Trichy Trichy	
I	CRANE							
15	250MT Crawler Crane Cabin	1	45.000	9.610	3.450	3.511	PSER PSER (MEJIA SITE )	
16	Creation / arrangement of Storage Facility	Storage facility will be created/arranged at Guwahati or nearby area including facility for loading/un-loading with material Handling equipments & stools/sleepers etc.						

Note : : Dimension specified in Annexure is indicative and for the guidance to the bidder. Actual dimension may vary upto +/-5% regarding length, width, height and weight.

**VOLUME-III**  
**PRICE SCHEDULE, REV-1**  
**PROVIDING COMPLETE LOGISTICS OF VARIOUS TRANSPORTATIONS ETC AND TRANSPORTATION OF ALL ITEMS FROM VARIOUS BHEL**  
**MANUFACTURING UNITS AND PSER/SITE ETC TO PALATANA SITE THROUGH ROADWAYS FOR UNIT # 1 & 2 OF 726.6 (2X363.3) MW GAS BASED**  
**CCPP AT PALATANA, UDAIPUR, TRIPURA.**  
**TENDER NO - PSER:SCT:PAL-M1147:10**

**PREAMBLE**

1. This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully in rates for various items. Clauses under this preamble shall be read in conjunction with other volumes of tender as applicable.
2. The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
3. Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4. Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the tender document and this schedule.
5. The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same.
6. Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7. All works item wise shall be measured upon completion and paid for at the rates quoted and accepted.  
The tender shall be deemed to have studied the specifications, details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
8. Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
9. Evaluation criteria shall be on total lumpsum quoted price only.

**VOLUME-III**  
**PRICE SCHEDULE, REV-1**  
**PROVIDING COMPLETE LOGISTICS OF VARIOUS TRANSPORTATIONS ETC AND TRANSPORTATION OF ALL ITEMS FROM VARIOUS BHEL**  
**MANUFACTURING UNITS AND PSER/SITE ETC TO PALATANA SITE THROUGH ROADWAYS FOR UNIT # 1 & 2 OF 726.6 (2X363.3) MW GAS BASED**  
**CCPP AT PALATANA, UDAIPUR, TRIPURA.**  
**TENDER NO - PSER:SCT:PAL-M1147:10**

**MAIN PRICE**

Sl. No.	Description	Quantity	Amount (Rs.)
1	PART - A Lump sum price for Carryout survey & design for construction of bypasses , strengthening / supporting of bridge to enhance load carrying capacity , and dismantling / removal of Bypass / support structure after completion of transportation of all the items required for Providing Complete Logistics for transportations etc of all items from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana , Udaipur, Tripura as per scope of work mentioned in the tender & any other related job whether mentioned or not but essentially required for completion of contract.	1 Lot	
2	PART - B Total price for construction /arrangement of storage facility & Transportation of all the items as listed in Annexure-I from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura as per scope of work mentioned in the tender	1 LOT	
	Total ( 1 + 2 )		

Note : 1. The total price of both 1 & 2 above will be considered for evaluation of the contract price. However, the agency will give item-wise rate of all the items as per break up mentioned in **ITEMWISE BREAK UP FOR TRANSPORTATION & STORAGE FACILITY** .

**VOLUME-III**

**PRICE SCHEDULE, REV-1**

**PROVIDING COMPLETE LOGISTICS OF VARIOUS TRANSPORTATIONS ETC AND TRANSPORTATION OF ALL ITEMS FROM VARIOUS BHEL MANUFACTURING UNITS AND PSER/SITE ETC TO PALATANA SITE THROUGH ROADWAYS FOR UNIT # 1 & 2 OF 726.6 (2X363.3) MW GAS BASED CCPP AT PALATANA, UDAIPUR, TRIPURA.  
TENDER NO - PSER:SCT:PAL-M1147:10**

ITEMWISE BREAK UP FOR TRANSPORTATION & STORAGE FACILITY							
SL. NO.	Item Description	CONCERNED UNIT	TO BE LIFTED FROM	Qty	UNIT RATE	AMOUNT	
<b>A</b>	<b>Gas Turbine</b>						
1	GT Accessory Package (ACC. Base)	HYDERABAD	Hyderabad	2			
2	Exhaust Diffuser Duct		Mumbai	2			
3	LCI Panel		Mumbai	2			
4	LCI Panel		Mumbai	2			
<b>B</b>	<b>Gas Booster Compressor ( 3 nos)</b>						
5	Compressor Skid		Hyderabad		3		
6	Lube Oil Skid		Bangalore		3		
<b>C</b>	<b>Steam Turbine</b>						
7	ST Rotor (bare rotor wt & diemensions)		Hyderabad		2		
<b>D</b>	<b>Heat Exchangers</b>						
8	Feed Storage Tank	Hyderabad		2			
9	Condenser Bottom Plate Assly	Hyderabad		4			
<b>E</b>	<b>ST Generator</b>						
10	ST Generator Rotor	Hyderabad		2			
<b>F</b>	<b>TRANSFORMER</b>						
11	16 MVA UAT ( OIL FILLED )	JHANSI	JHANSI	2			
12	25 MVA ST ( GAS FILLED)		JHANSI	2			
<b>G</b>	<b>GENERATOR</b>						
13	250MW Generator Rotor (Pkg. 205)	HARIDWAR	Durgapur	2			
<b>H</b>	<b>HRSR</b>						
14	HRSR Transition duct	Trichy	Trichy	4			
<b>I</b>	<b>CRANE</b>						
15	250MT Crawler Crane Cabin	PSER	PSER (MEJIA SITE )	1			
16	<b>Creation/Arrangement of Storage Facility with M.H. Equipments &amp; stools / sleepers</b>	Creation / Arrangement of storage facility at Guwahati or nearby area		1			
17	<b>TOTAL PRICE</b>						

1. Total price for item wise break up of transportation & storage facility should match with amount as per sl. no. 2. Of Main Price

**ANNEXURE-B TO TCN-01**

<b>JOB</b>		Providing Complete Logistics of various transportations etc and transportation of all items from various BHEL Manufacturing units and PSER/Site etc. to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura.		
<b>TENDER NO</b>		Tender no PSER:SCT:PAL-M1147:10.		
	<b>Para No.</b>	<b>Queries on BHEL- PSER Tender No : SCT:PAL-M1147:1</b>		
<b>Sl No</b>	<b>Reference Clause of Tender Document</b>	<b>Existing Provision</b>	<b>Bidder's Query</b>	<b>BHEL's Clarification</b>
1	GCC-I 11.2.2	To split up the work amongst two or more tenderers.	Please clarify as to how the work shall be split as it involves making of bye-passes, widening of roads and strengthening of bridges.	Not applicable for this package
2	GCC-I 11.20	Penalty for technical deviations/ power consumption etc. shall be twice the rate used for loading. This shall be over and above liquidated damages.	No penalty shall be leviable where the deviations are proposed and approved.	As per tender
3	SCC 2.1.10	Obtain all required clearances/ permit from all governmental /non-governmental authorities e.g NHA I , BRTF, PWD / CPWD, Forest department, State Electricity Board ,Railways, Communication Department, P&T, Traffic, Police Department or any other authority, including <b>private parties / person /organizations</b> for transportation of Consignments through identified inland road transport route.	Such clearance/permit shall be taken as, where and when required, there should be no necessity to take them in advance.	As per tender
4	SCC 2.1.11	Provide escort during entire transportation from Starting point till Palatana site with every consignment who shall apart from his other responsibilities be also responsible to take care of sidewise and overhead clearance while travelling through towns/ crowded localities and cities on the route. Bidder to avoid passing through such places as far as possible while selecting the route and if necessary the journey plan to be done during night in order to minimize inconvenience to the public.	Requirement of escort should not be applicable to non-ODC and non-SODC consignments.	As per tender

5	SCC 2.1.12	Arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment up to delivery at site.	All such tarpaulin, rope, wooden or steel sleepers etc., should be returned to the contractor after delivery of consignments.	As per tender
6	SCC 2.1.15	Submit plan of logistics, including preparation of a comprehensive approach document for all the Consignments, work plan & transportation methodology plus schedule alongwith the bid. The Bidder will submit to BHEL within 15 days of LOI, the details working & design of bypasses making & details of strengthening / supporting the bridge for BHEL approval. The design of Civil/ structural work should be done through any reputed civil/structural Engineer.	Considering involvement of external agencies, their requirement to physically visit several sites, technical processing, assessment of different options, the period for submission of detailed working & design of bypass & details of strengthening/supporting the bridges should be increased to 60 days.	As per tender
7	SCC 3.12 (a)	<p><b>Liquidated Damage :</b></p> <p>a) Subject to force majeure, if contractor fails to adhere time-schedule given as per clause no.3.7.2, BHEL shall have the right to recover as liquidated damages (LD) for transportation of each consignment a sum equivalent to 1% of the given transportation price for the consignment for delay of each week or part thereof.</p> <p>b) Apart from above, in case due to non-readiness of any activity in time essentially required for successful execution of the contract, the delay occurs in total completion of the contract as per clause no. 3.7.1, BHEL shall have the right to recover liquidated damages (LD) @ 0.25% of contract price for delay of each week or part thereof.</p> <p>c) The total liability (a) + (b) for such delay shall not in any case exceed 10 % (ten percent) of the contract price.</p>	The liability in clause (a) should be limited to 10% of transportation price of each consignment. Similarly, the liability in clause (b) should be limited to 10% of value assigned to such activity for payment purpose.	As per tender
8	SCC 3.13 (1)	<p><b>( TAXES AND DUTIES )</b></p> <p>TDS under Income Tax, shall be deducted at prevailing rates on gross invoice value from the RA bills .</p>	As per prevailing provisions of Income Tax Act, no TDS is applicable on payments towards road transport.	Modified as per TCN-01.

9	SCC 3.13 (3)	<p><b>SERVICE TAX:</b>  Vide Section 65 (105) (zzp), BHEL is liable to pay Service Tax @ 25 % on the value of Taxable Service of “ Transport of Goods by Road in a Goods Carriage” provided a simple declaration should be made by GTA in the Consignment Note that he has not taken Cenvat Credit on Inputs or Capital Goods used for providing Taxable Services and also no benefit under Notification No. 12/2003 has been taken by him.</p> <p><b>SERVICE TAX FOR CIVIL JOBS:</b>  Finance Act, 2007 introduced a new sub-clause (zzzza) to Section 65 (105) which provided for levying Service Tax on execution of Works Contract with effect from 1.6.07 Notification No. 32/2007-Service Tax provides an option (of composition) to the person liable to pay service tax in relation to works contract service to pay an amount equal to 4.12%( at present) of the gross amount charged for the Works contract instead of normal rate provided in the Sec. 66 of the Act. However, this option of paying service tax @4.12 %( at present) on gross value can be exercised prior to payment of service tax in respect of said Works contract and the option so exercised shall be applicable for the entire works contract and shall not be withdrawn until the completion of said works contract.</p> <p>As such, Service Tax as legally leviable &amp; payable by the Contractor under the above provisions of applicable law/Act , shall be paid by BHEL- respective units on Contractor’s Gross Bill. The Contractor shall furnish proof of Service Tax registration with Central Excise Division covering the Services as well as exercising the aforesaid option i.e. the Composition Scheme under Notification 32/2007 under this Contract. Registration should also bear endorsement for the premises from where the billing shall be done by the Contractor on B.H.E.L. for this Project. B.H.E.L will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time</p>	<p>1. The rate of Service Tax on Goods Transport Agency Services payable by BHEL is 2.50% (plus applicable Education Cess and Secondary &amp; Higher Education Cess) and not 25% of value of taxable services.</p> <p>2. In this tender, there is no transfer of property of civil works to BHEL, as such the provisions of works contract tax should not apply. Accordingly, the entire scope of work should be treated as consisting of Goods Transport Services only.</p>	Modified as per TCN-01
---	--------------	---	--	------------------------

10	SCC 4.11.7.1	The vehicle will be normally required to report to our specified places in Manufacturing unit between 9.00 AM to 3.00 PM on working days. The transporter should provide the vehicles normally within three (3) days for mechanical trailers and seven (7) days for hydraulic trailers from the date of allotment/placement of demand except in exigencies where shorter duration could be inevitable. However, wherever possible, sufficient advance intimation in writing shall be given for placement of vehicles for loading consignment. The exit timings shall be generally upto 6.00 PM on working days.	Availability of mechanical trailers for Tripura is limited, hence the contractor should be allowed at least 7 days time for placement of mechanical trailers. Further, mobilisation of hydraulic trailers requires logistics arrangements themselves, hence the contractors should be allowed at least 20 days time for placement of hydraulic trailers.	Mechanical Trailer- 05 Days Hydraulic trailer- 10 Days
11	4.11.10.4	The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.	For the transporter to get Legal Liability cover, value of all consignments shall be required from BHEL.	Will be provided after LOI placement by concerned Manufacturing Units.
12	4.11.12.1	Except as provided in "Special Terms & Conditions"; no detention, demurrage, wharfage, storage or any such charges shall be payable to the transporter.	The scope of work presently does not envisage any storage or wharfage of consignments. However, if for any reason it becomes necessary to store or arrange for wharfage of consignments, charges of same shall payable by BHEL extra as mutually decided between the Contractor & BHEL.	As per tender
13	4.11.17.6	If the vehicle is not placed within the two days beyond the indicated placement date of vehicle as per clause 4.11.17.1, BHEL is at liberty to recover Rs 1000/ per day for mechanical trailers and Rs 2000/□ per day for hydraulic trailer from transporters bills.	Provision for levy of liquidated damages should be reciprocal as for Detention charges.	As per tender

14	SCC 4.11.18.1	<p>Detention charges for vehicles detained at MUs shall be as follows -</p> <p>a). Detention charge if required will be paid @ Rs.1500/- ( Rupees One Thousand &amp; Five hundred ) only per axle per day including prime mover &amp; @ Rs.1000/- per day per mechanical trailer upto a total of 60 days only , but after a grace period of 7 days at the loading point.</p> <p>b). The period of detention shall be certified by the dispatch section of MU.</p> <p>c). The detention charges shall be limited to 10 % of the Freight amount.</p>	<p>The contractor should be allowed to withdraw the vehicle/axle upon detention charges reaching 10% of freight amount of the consignment for which the vehicle/axle was called. The detention charges in such cases should be payable notwithstanding non-carriage of consignment by such vehicle. Fresh indent shall be placed by BHEL for requisitioning vehicle/axle again for same consignment. The BHEL MU must allow entry of all pre-requisitioned vehicles/axles on same day of their reporting.</p>	As per tender
15	SCC 4.11.18.2	<p>Detention charges for vehicles detained at Site shall be as follows :</p> <p>a). For first Seven days from the date of reporting at Site : NIL.</p> <p>b). Beyond Seven days : Rs.1500 per axle per day including prime mover ( for each additional day ) &amp; @ Rs.1000/- per day per mechanical trailer.</p> <p>c). The detention charges shall be limited to 10 % of the freight amount.</p> <p>d). The period of detention shall be certified by the Consignee/ Customer / BHEL Site- Incharge.</p>	<p>The Consignee/customer/BHEL site incharge must allow entry of vehicles/axles on the same day of reporting. Limitation of detention to 10% of freight amount should not apply to vehicles detained at site.</p>	As per tender

16	Price Schedule	Carryout detailed route survey identifying all obstacles including roads, bridges etc requiring repair/renovation, further strengthening, modification and construction of bypasses/approach roads etc for safe transportation of ODCs and submission of Survey Reports, action plan, schedule, blue print of operation, simulation package for transportation in hilly terrain, arranging of all clearances , Statutory approvals as required for smooth transportation to the satisfaction of BHEL, Construction/Arrangement of storage facility as required, civil works related with road repairs/ renovation/ modification/ widening, strengthening /construction of bypasses of bridges/culverts, construction/modification of approach roads etc in the route for Providing Complete Logistics of various transportations etc and transportation of all items from Various BHEL Manufacturing units and PSER/site etc to Palatana site through Roadways for Unit # 1 & 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura as per scope of work mentioned in the tender & any other related job whether mentioned or not but essentially required for completion of contract.	Mention of submission of blue print of operation and simulation package, construction/arrangement of storage facility are superficial to the scope of work. Hence the same needs to be deleted.	As per TCN.
17 (Add)	SCC-2.1.3	(For Bypass) The relevant testing of the civil work to be carried out by the vendor at different stages to ensure safe transportation of material.	Particulars of relevant testing of civil work may please be provided.	As per standard requirement
18 (Add)	SCC-2.1.25	Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.	Such non-specific service items should be as mutually discussed and agreed between BHEL and Transporter.	As per tender
19 (Add)	SCC-2.1.26	Bidder shall own all risks and responsibility from the time of taking over the cargo/consignment at the starting point till safe delivery at Palatana site and taking over by BHEL or their authorised representative there at site. Bidder should ensure safe custody of material during transportation en-route from Starting point pertaining to Manufacturing Units/PSER sites to Palatana site. However, BHEL has taken Project Insurance as per Marine-cum-Erection Policy. Any other risk involved with the execution of contract beyond scope of policy shall be borne by Vendor.	Transporter should be provided with a copy of BHEL's Marine cum Erection Policy to assess other risks involved with execution of contract beyond scope of such policy.	BHEL has taken Project Insurance as per Standard Marine-cum-Erection policy, which may be obtained from any underwriter.

20 (Add)	SCC-3.7.1	Consignment will be ready for despatch as referred to in Annexure-II from Dec'10 and last consignment is expected to be ready for dispatch by Feb'11 from starting point. The duration of the contract shall be 6 months from start of work. If required, the contract may be extended for a mutually agreed period on existing terms and conditions.	Except HRSG Transition duct [Sl. No. 14 of Annexure-II], none of the other consignments can be transported to destination without making of by-passes and strengthening of bridges, which itself shall take 1 and half month after award of contract, submission of scheme and obtaining all requisite approvals/permission. Therefore, the dispatch plan requires amendment in order to commence dispatches only after considering time taken to award the contract, obtaining requisite approvals/permissions and time taken in civil works.	Storage facility has been incorporated as per TCN to suit the dispatches from MU and passage of materials after construction of bypass & civil work en-route.
21 (Add)	SCC-3.7.2	<p>However following time-schedule (Maximum) for transportation of Consignment of material/equipments shall be adhered to:</p> <p>Time period for transportation of each consignment from Starting point to Palatana site as per details below:</p> <ul style="list-style-type: none"> <li>a) Time period from BHEL-Hyderabad to Palatana site – 50 days</li> <li>b) Time period from BHEL-Mejia site to Palatana site – 30 days</li> <li>c) Time period from BHEL-Trichy to Palatana site – 55 days</li> <li>d) Time period from BHEL-Jhansi to Palatana site – 40 days</li> <li>e) Time period from Mumbai to Palatana site – 55 days</li> <li>f) Time period from Bangalore to Palatana site – 55 days</li> <li>g) Time period from BHEL-Durgapur to Palatana site – 30 days</li> </ul>	Apart from weight, consignments having the width over 3.500 meters or height over 4.050 meters (for weight upto 27 MT) or height over 3.850 meters (for weight over 27 MT) shall also require time taking efforts to resolve dimensional constraints. Hence for all such consignments, additional time period of atleast 30 days need to be provided.	As per tender The storage time as envisaged as per TCN will not be counted for time given in this schedule.
22 (Add)	SCC-4.11.13.5	Wherever the consignee or consignor has re-directed the consignment to other destination, the transporter shall obtain such request from concerned authorities in writing and submit it alongwith freight bill for claiming the distance as per redirected route.	As this tender relates to specialized logistics over a certain route involving civil works, there shall be no possibility of re-directing the consignments to other destination.	Clause Withdrawn

23 (Add)	Annexure-II to SCC	Condenser Bottom Plate Assly 4 Numbers [8.500 MT Weight, 6.000 Meters, Length, 5.000 Meters Width & 0.250 Meters Height.	Even after strengthening of Sanichera Bailey Bridge, this consignment cannot be transported through the bridge due to its Width of 5.000 Meters restricted by 1.2 Meters high bridge parapet. However, as the height of the consignment itself is only 0.250 Meters, we suggest that a base frame running through entire length of consignment having a height of 0.300 Meters and centered width of 2.500 Meters be provided to the consignment.	Transporter has to plan transportation. BHEL will not provide any base frame.
24 (Add)	Annexure-II to SCC	<ol style="list-style-type: none"> <li>1. Exhaust Diffuser Duct 2 Numbers [30.000 MT, Weight 7.000 Meters, Length, 3.800 Meters Width &amp; 3.800 Meters Height.</li> <li>2. LCI Panel 2 Numbers [20.000 MT Weight, 10.668 Meters Length, 4.115 Meters Width &amp; 3.848 Meters Height.</li> <li>3. LCI Panel 2 Numbers [18.500 MT Weight 8.992 Meters Length, 4.115 Meters Width &amp; 3.848 Meters Height.</li> </ol>	These consignments suffer from sever constraints of extraordinary width for transportation through bailey bridges. Own height of these consignments leave no scope for suggesting insertion of base frame. Therefore, we suggest that these be dismantled and transported in two parts of lesser width each.	No dismantling of cargo will be allowed. Transporter has to plan for transportation of Cargo accordingly.
25 (Add)	Annexure-II to SCC	Note: Dimension specified in Annexure is indicative and for guidance to the bidder. Actual dimension may vary upto +/- 5% regarding length, width, height and weight.	As already stated, width and height of consignments are constraints in their transportation. Hence, any increase therein beyond feasibility limit of 3.500 Meters Width, 4.050 Meters Height (for weight upto 27 MT) or 3.850 Meters Height (for weight upto 27 MT) shall render such consignment to be dealt with entirely differently. Hence such variation of + 5% be restricted to such feasibility limits	As per tender