



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN - 02**

Ref: PSER:SCT:PAL-M1053:TCN-02

Date: 05-12-2009

Sub	Tender change notice (TCN) 02.	
Job	<i>Logistics of ODC Consignment from Various BHEL Manufacturing units and or Port of Origin to Palatana site through Road &amp; Waterways (Alt-1-through Karimganj &amp; Alt-2- through Ashuganj) for Unit # 1 &amp; 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura</i>	
Ref	1.0	Tender no PSER:SCT:PAL-M1053:09
	2.0	BHEL's NIT, vide reference no PSER:SCT:PAL-M1053, dated 05/11/09
	3.0	BHEL's TCN-01 vide ref. no. PSER:SCT:PAL-M1053:TCN-01 dated 23/11/09
	4.0	Other references (if any).

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

1.0 Clause no. 3.7.1 of vol-ID & II of tender spec has been modified as follows .

Consignment will be ready for dispatch as referred in Annexure - A from January 2010 and last consignment is expected to be ready for dispatch by November 2010 from starting point.

2.0 Clarification to tender terms & specification as per annexure A.

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

4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

**DGM (SCT)**

Enclosure:

1. Annexure-A (Clarification to tender specification)
- 2.. Annexure-2 ( Revised 'No deviation certificate' ) .

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

**ANNEXURE-A TO TCN-02**

SUB: Logistics of ODC Consignment from Various BHEL Manufacturing units and or Port of

Origin to Palatana site through Road & Waterways (Alt-1-through Karimganj &

Alt-2- through Ashuganj) for Unit # 1 & 2 of 726.6 (2X363.3) MW

Gas based CCPP at Palatana, Udaipur, Tripura

**TENDER NO : PSER : SCT : PAL-M1053:09**

<b>SL</b>	<b>Reference clause of Tender document</b>	<b>Existing provision</b>	<b>Bidder's Query</b>	<b>BHEL's clarification</b>
1			<p>Construction of road including bridges between Ashuganj and Akhaura will be in whose scope ?</p> <p>If it will be in bidder's scope, will BHEL/OTPC help out getting permissions from various authorities in Bangladesh ?</p>	<p>As per route survey given in the tender as well as undertaken by contractor any modification, strengthening, widening, straightening or construction of bypasses / approach roads for safe transportation of ODC's are in the scope of contractor/ bidder.</p> <p>All permission/clearance for above are to be obtained by contractor/ bidder. However BHEL/OTPC will give authority letter / work order to successful vendor for obtaining such clearances.</p>
2			<p>We also would like to know whether Ashuganj has been declared as a landing port within the terms of Indo-Bangladesh treaty on inland water transport. This is most important as we are not aware about any recent notification on the above issue.</p>	<p>Not yet declared.</p>

3	Annexure-IA and IB. Prequalification criteria. Clause no. 5(I) & (II).	Should be owner of minimum 200 hydraulic axles along with notarized copies of documents of ownership/ road tax/insurance and 7 prime movers of more than 350 HP along with notarized copies of documents of ownership/ road tax/ insurance.	Tender states requirement of 200 axles but the requirement of prime movers remain unchanged at 7 Nos.. This we feel is not adequate considering number of axles and seek clarification/ reconfirmation on number of prime movers. We also wish to mention here that though barging is most important link in this logistics chain there is no pre-qualification criteria on ownership of barges.	As per tender provision
4	Annexure-IA and IB. Prequalification criteria . Clause no. 4b.	Should have handled transportation of single package of not less than 50 MT in hilly region of India. Hilly region shall mean any place beyond Guwahati in North Eastern region (NER ), or beyond Rishikesh in the Uttaranchal, or beyond Jammu & Kashmir, or beyond Sundernagar in Himachal Pradesh.	This clause specify transportation experience in hilly region for locations other than Tripura for weight upto 50 Tonnes on mechanical trailer. As per tender since all the packages weighing upto 325 MT to be transported on hydraulic axles trailer this clause has no relevance and in our opinion this clause should be deleted so that more and more bidder can participate in the tender. Also the route in Bangladesh is not a hilly terrain.	As per tender provision
5	Annexure-IA and IB. Prequalification criteria. Clause no. 7G.	Prime bidder shall neither be a consortium partner to other prime bidder nor submit another bid with other consortium partner.	Generally this is not permitted in tenders where consortium is formed. We suggest consortium partner of one bidder should not be permitted to be a partner to other bidders which will lead to complications and we draw your attention to clause no. 2.1.2 of Integrity Pact agreement which reads as under “The Bidder (s)/ Contractor (s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applied in particulars to prices, specifications,	As per tender provision

			certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.	
6	Chapter 3. Clause no. 3.3.4	Gross payment on 100 % basis will be regulated in the following manner	Project of such size should have provision for payment of advance to be adjusted on Pro-rata or against the final payment and it is requested to consider atleast 25 % advance backed by Bank guarantee. Tender no. BHEL/ HYD/ GT/ TRANSPORTATION, Dated 16/10/09 issued by BHEL, Hyderabad unit for transportation has provision for advance payment.	No change envisaged . As per tender provision.
7	Chapter 3. Clause no. 3.3.4.4 Payment terms	Transportation of ODC items-60% a. MU to port of origin (7%) b. From port of origin to port of discharge (9%) c. From port of discharge to Palatana (44%)	Considering this being multimodal transportation at least once the first lag transportation is completed we request for considering release of more payment as 7% is too low a there is large outflow of funds as we are required to pay RTO taxes, composite fee for ODC and mobilization of large resources and we request for following payment terms: a. MU to port of origin (25%) b. Form port of origin to port of discharge (9%) c. From port of discharge to Palatana (26%)	No change envisaged . As per tender provision
8	Chapter 6 Clause no. 6.3.4	Gross payment on 100% basis will be regulated in the following manner	Project of such size should have provision for payment of advance to be adjusted on Pro-rata or against the final payment and it is requested to consider atleast 25 % advance backed by Bank guarantee. Tender no. BHEL/ HYD/ GT/ TRANSPORTATION, Dated 16/10/09 issued by BHEL, Hyderabad unit for	No change envisaged . As per tender provision

			transportation has provision for advance payment.	
9	Chapter 6 Clause no. 6.3.4.4	Transportation of ODC items-64% a. MU to port of origin (10%) b. From port of origin to port of discharge (10%) c. From port of discharge to Palatana (44%)	Considering this being multimodal transportation at least once the first lag transportation is completed we request for considering release of more payment as 10% is too low a there tis large outflow of funds as we are required to pay RTO taxes, composite fee for ODC and mobilization of large resources and we request for following payment terms: a. MU to port of origin (25%) b. Form port of origin to port of discharge (9%) c. From port of discharge to Palatana (30%)	No change envisaged . As per tender provision
10	Chapter 5 Clause no. 5.1.11	Pay all the charges including port charges to the relevant authorities in time towards barge transportation.	Since Ashuganj is not yet declared as a transit port any taxes/ duties leviabale will be known after the notification. Therefore it is requested to reimburse applicable charges to actual.	Import / Export taxes and duties as per Inland Waterways Protocol Agreement ( to be signed between Govt. of Bangladesh and Govt. of India ) as imposed by Statutory authorities in Bangladesh only on ODC equipments and Hydraulic Axles and pullers approved by BHEL / OTPC shall be reimbursed . The reimbursement will be done on production of proof of payment and relevant documents. Further the contractor must avail bonding / debonding facility in lieu of payment of duty / taxes / levies etc wherever available. Cost of such bonding / de-bonding should be borne

				by contractor.
11	Chapter 6 Clause no 6.12. Liquidated damages. Clause no. c	The total liability (a) + (b) for such delay shall not in any case exceed 10% ( ten percent) of the contract value.	Should be 10% of the respective rate.	No change envisaged . As per tender provision
12	NIT no 3.a	EMD	Original Submitted during 1 <sup>st</sup> submission of tender documents and enclosing duplicate	No need of resubmission . Only Request letter for transfer of EMD in the tender under reference to be furnished .
13	NIT no 3.b	Cost of Tender	Original Submitted during 1 <sup>st</sup> submission of tender documents & enclosing duplicate	Required to be submitted for the tender as per NIT.
14	NIT Annexure- 1A, Sr. no. 1	Average turn over of minimum Rs.3240 lacs per annum through Karimganj	It is of only for Prime Bidder or along with Consortium Partner or if consortium partner has the turnover will then the bid will be accepted.	prime bidder to meet the criterion independently
15	Annexure-1B, Sr. no. 1	Average turn over of minimum Rs.4670 lacs per annum through Ashuganj	It is of only for Prime Bidder or along with Consortium Partner or if consortium partner has the turnover will then the bid will be accepted.	prime bidder to meet the criterion independently
16	Annexure-III, Sr. No. 11.1	Solvency Certificate	Original Submitted during 1 <sup>st</sup> submission of tender documents and enclosing duplicate	To be submitted as per NIT.
17		Tie - up certificate for the Civil Works with the Reputed Organization	Original certificate from Nandi & Associates Pvt. Ltd., Kolkatta has been already submitted, enclosing duplicate copy with tender documents	Tie up certificate to be submitted afresh.
18	NIT 18.0	Validity of the offer shall be <b>for Six Months</b> from the due date of offer submission (including extension,	Kindly specify the extension time as costing may not be same.	Six months validity from the due date of submission of offer (including extension, if any)

		if any).		
19	Annexure-III X	Price Schedule	You have asked for only lumpsum price for all 92 pcs irrespective wherein these will be transported in different time. However, you have given percentage wise payment for each item. Therefore you are requested to please take the rate for transportation of ODC's itemwise which will help us in cash flows.	As per tender.
20	VolumeIB 4.2 - 4.2.1 - 4.2.2,	Notices, Fees, Statutes, Regulation Etc.	Not in our scope of work . All taxes have to bear by BHEL.	Scope of contractor as per tender.
21		Required Statutory Permission in Bangladesh	Kindly specify BHEL will obtain all necessary statutory permission OR Contractor's Scope of Work	In Contractor's Scope as per tender.
22	Volume 1B 7.4	Performance Bond	Either security bond or Performance bond should be accepted	Only security deposit applicable as per GCC. Performance bond not applicable
23	Chapter 6 6.3.1 & 6.3.2	Payment Terms	Clause # 6.3.1 & 6.3.2 will not be acceptable for retention of 5% + 5% as successful tenderer will provide the 10% performance bank guarantee	As per tender.
24	6.3.3	Payment Terms	We propose as under : 1. 10% advance against Bank Guarantee after 30 days of award of contract. <b>2. Route Survey :</b> 5% in 45 days from LOI as route survey will remain same for the full contract.The above 5% we require full	As per tender.

			<p>reason for the construction of Ro-Ro jetty and storage area</p> <p><b>.RO-RO Jetty &amp; Storage</b></p> <p>3% construction of storage &amp; preservation at Kolkata</p> <p>3% construction of storage &amp; preservation at Karimganj</p> <p>1.5% Jetty at Kolkatta</p> <p>1.5% Jetty at Karimganj</p> <p><b>3. Civil Works in Tripura</b></p> <p>12% First year civil work from port to site</p> <p>8% second year</p> <p>5% Third Year</p> <p><b>4. Transportation from BHEL to Kolkata</b></p> <p>20% from BHEL to Kolkata</p> <p>20% Barging</p> <p>20% Destination Delivery</p> <p><b>5. Handling Cost</b></p> <p>0.5% handling of storage and preservation at Kolkata</p> <p>0.5% handling of storage and preservation at Karimganj/Ashuganj.</p>	
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**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	<i>Logistics of ODC Consignment from Various BHEL Manufacturing units and or Port of Origin to Palatana site through Road &amp; Waterways Waterways (Alt-1-through Karimganj &amp; Alt-2- through Ashuganj) for Unit # 1 &amp; 2 of 726.6 (2X363.3) MW Gas based CCPP at Palatana, Udaipur, Tripura</i>	
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	4.0	BHEL's TCN-02 vide ref. no. PSER:SCT:PAL-M1053:TCN-02, dated 05-12-09
	5.0	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)