



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

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TENDER CHANGE NOTE 02 (TCN – 02) DT:31-12-2010

WITH REFERENCE TO THE NIT, PUBLISHED IN THE WEB SITES 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, FOLLOWING CHANGES MAY PLEASE BE NOTED AND COMPLIED WHILE SUBMITTING THE OFFER FOR THE SUBJECT JOB.

REF: TENDER DOCUMENT NO-PSER:SCT:PAL-M1168:10

- a) Based on the queries raised by bidder clarifications have been provided as per Annexure-AA enclosed herewith.

All the bidders are requested to download the above details and consider the same during submission of bid. **BIDDERS TO NOTE THAT ALL TCNS WILL FORM PART OF TENDER DOCUMENT.** ALL THE BIDDERS ARE REQUESTED TO SUBMIT THE REVISED NO DEVIATION CERIFICATE AS PER ENCLOSED ANNEXURE-2.

ALL OTHER TERMS & CONDITIONS OF THE TENDER SHALL REMAIN UNCHANGED

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ENGR (SCT)

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 : 23211691 / 1684

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-M1168:10
	2.0	BHEL's NIT, vide reference no PSER:SCT:PAL-M1168:10 dated 29/12/2010
	3.0	BHEL's TCN-01 issued vide reference no. (TCN – 01) Dt: 30/12/2010
	4.0	BHEL's TCN-02 issued vide reference no. (TCN – 02) Dt: 31/12/2010
	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)

SUB : PRE-BID CLARIFICATIONS SOUGHT BY THE BIDDER DURING MEETING AT BHEL KOLKATA OFFICE ON 31/12/2010				
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.				
SI.No	Reference clause of tender doc.	Existing provision	Bidder's query	BHEL's clarification
1	2.0 of Notice Inviting Tender	Unless otherwise specifically mentioned above, you have to deposit EMD in cash (as permissible under income tax act) / demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. EMD in the form of Bank Guarantee is not acceptable. Bidders depositing one time EMD of Rs. 2,00,000/- with BHEL-PSER, is exempted from paying EMD for each individual tender.	Whether EMD deposited against Tender No. PSER:SCT:PAL-M1147:10 [since cancelled] for same job can be appropriated against this Tender	Noted
2	3.0 of Notice Inviting Tender	Unless otherwise specifically mentioned above, you have to remit cost of tender document (non-refundable) in the form of demand draft, drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata along with the techno-commercial offer.	Whether cost of tender documents paid against Tender No. PSER:SCT:PAL-M1147:10 [since cancelled] for same job can be appropriated against this Tender	Noted
3	2.1.27 of Technical Specifications for Logistics & Transportation and Special Conditions of Contract.	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 authorized representative there at site Bidder should ensure safe custody of materials 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.	Whether any extended intermediate storage of Consignments beyond that usually covered by such Marine-cum-Erection Policy shall be covered by BHEL.	It shall be covered under BHEL's Marine-cum-Erection Policy. However on occurrence of such incidence, the Bidder to intimate to the undewriter alongwith the value of the consignment with an copy to BHEL
4	3.3.4.3 of Technical Specifications for Logistics & Transportation and Special Conditions of Contract.	Transportation of items from Starting point to Palatana site - 100% of item rate as per SCH-3 X on completion of transportation of the item for Part – B work of –SCH-2.	Item rate of any consignment not given by BHEL for transportation should also be payable after completion of transportation of all other consignments given for transportation.	For consignments not handled /transported by the Bidder shall not be considered for payment.

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5	3.4 of Technical Specifications for Logistics & Transportation and Special Conditions of Contract.	Insurance BHEL has taken Comprehensive marine cum transit, storage cum Erection insurance policy for the total Project cost. However, Bidder shall take at his own cost Third party insurance and suitable insurance policy for his own men and material. Please note that these insurance policies shall be taken in consultation with the BHEL, where BHEL and Owner is to be named, as Co-insured and a copy of the insurance policy shall have to be furnished to BHEL within 30 days of the date of Notification of Award. For all the insurance policies (whether taken by the BHEL or Bidder), the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the BHEL.	It shall not be possible for the bidder to take insurance policy of vehicles and its men with BHEL and Owner to be named as Co-insured.	Noted. However, the tender term shall prevail
6	4.11.4.6 of Technical Specifications for Logistics & Transportation and Special Conditions of Contract	Where all measures have exhausted and still the consignment is held by the transporter for a period of one year or more, material shall be rebooked to the consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.	As this tender relates to specialized logistics over a certain route involving civil works, there shall be no possibility of re-booking of consignments on "To-Pay" freight basis alone without considering cost of civil works at that time.	Noted.
7	4.11.10.4 of Technical Specifications for Logistics & Transportation and Special Conditions of Contract.	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.	Value of Consignments will be provided after LOI placement by concerned Manufacturing Units.

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8	3 of Tender Change Notice-01	In case, all the listed materials could not be transported due to monsoon, force majeure conditions and other reasons not attributable to the contractor, within six months and prior to monsoon and in case the bypasses, bridges require repair/ renovation etc due to damage because of monsoon, the cost of such repair/renovation shall be paid to you. This change has been incorporated in SCH-2 of revised Price schedule Rev-01	Same criteria shall apply for damages to bypasses because of pre-monsoon heavy rains before onset of formal monsoon season	Tender Term shall prevail
9	3.3.4.2 of Tender Change Notice-01	Dismantling of Bypasses/Removal of supporting structures etc. after all the consignments have been transported: 25 % of contract value for Part – A (i) as detailed in SCH-2 of Rate /Price Schedule, rev-01 P	What shall be the criteria for accrual of this payment break up, if the bypasses are damaged or dismantled by nature and it is not possible for the bidder to remove supporting structure due to onset of monsoon before completion of all consignments.	This payment shall be made after completion of all transportation activities of the listed materials and completion of dismantling of as required.
10	3.3.4.4 of Tender Change Notice-01	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 SCH-3 progressively on monthly basis & final after completion of transportation of last item.	What shall be criteria for accrual of this payment on month to month basis beyond six months, if the storage period is extended beyond six months due to damages to bypasses.	Payment will be made on monthly basis till exit of last consignment from stores.
11	3.3.5 (Note 4) of Tender Change Notice-01	Logistics vendors will have to submit their bill against terms of payment at Sl. No. 3.3.4.3 on completion of transportation item-wise as detailed in SCH-3 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.	What shall be the procedure of certification of the period of intermediate storage of Consignments.	Intermediate storage of materials shall be certified by BHEL/PSER/PALATANA LOGISTIC GROUP .

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12	5 of Preamble to Price Schedule	The items/quantities/weights of the various transportations mentioned in this schedule of items are approximate, based on preliminary information and may vary or be deleted altogether. The quoted unit rate for each item shall remain firm and valid as long as variation in total value of work executed under this contract including extra items, if any, but excluding any price escalation, remains within (+/-) 30% (Thirty percent) of the contract price.	As the contract price includes price of civil works as well as transportation, the variation within (+/-) 30% should be limited to that of price given in Part B of Price Schedule only and not the total contract value.	Noted. However, the tender term shall prevail.
13	12 of Preamble to Price Schedule	In the case of transportation of any new item, Bidder shall have to execute the same based on the tonnage rate derived from the item-wise unit rate of that route or nearest route quoted in this tender.	Any new item should be of feasible dimensions and weight and within dimensions and weight of existing items.	Dimension variations shall be limited as per tender provision. The variation of weight shall be limited to +20% of Maximum weight.
14	12 of Preamble to Price Schedule	In the case of transportation of any new item, Bidder shall have to execute the same based on the tonnage rate derived from the item-wise unit rate of that route or nearest route quoted in this tender.	The tonnage rate shall be derived from the item having similar dimensions on the route and if there is no such item, the highest tonnage rate in that route	This shall be operated as per clause no. 3.3.5 of Vol-II & ID.