



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22171205.

TENDER no RE/MUM/EXP/EM-1709

Date: 27/10/2017

Amendment No 1

Sub: Amendment No 1 to Tender for Multimodal Transportation of Export Project Cargo from (1) Kolkata / Haldia / Kolaghat jetty / Chennai Ports, India to MSTPP Rampal Project site, Bangladesh (2) Mongla Port to MSTPP Rampal Project site, Bangladesh.

Ref: Tender No RE/MUM/EXP/EM-1709 dated 06/10/2017.

Sr No	Section/ clause no/Page no	Existing clause	Amended clause
1	General Information sr no 7	Due date & Time of submission of EMD: 27/10/2017 at 14:00Hrs	Due date & Time of submission of EMD: 10/11/2017 at 14:00Hrs
2	General Information sr no 7	Due date & Time of Opening of PQR Bid(Part 1) of Tender : 27/10/2017 at 14:00Hrs	Due date & Time of Opening of PQR Bid(Part 1) of Tender : 10/11/2017 at 14:30Hrs
3	SECTION-VI sr no 8	<p><u>Transit Time : in no. of Day</u></p> <p>1) For Kolkata/Haldia cargo: Cargo should be shipped within 10 Days of accumulation of 1200MT at Kolkata/Haldia/Kolaghat port and further should be delivered at Rampal site within 20 days. Total Transit time of 30 days shall start from last package received at consolidation place for accumulation of 1200 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT.</p> <p>2) For Chennai: Cargo should be shipped within 15 Days of accumulation of 4000FRT at Chennai port and further should be delivered at Rampal site within 20 days. Total Transit time of 35 days shall start from last package received at consolidation place for accumulation of 4000 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT.</p>	<p><u>Transit Time : in no. of Day</u></p> <p>1) For Kolkata/Haldia cargo: Cargo should be shipped within 10 Days of accumulation of 1200 FRT at Kolkata/ Haldia/ Kolaghat port and further should be delivered at Rampal site within 30 days. Total Transit time of 40 days shall start from last package received at consolidation place for accumulation of 1200 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT.</p> <p>2) For Chennai: Cargo should be shipped within 15 Days of accumulation of 4000FRT at Chennai port and further should be delivered at Rampal site within 30 days. Total Transit time of 45 days shall start from last package received at consolidation place for accumulation of 4000 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT.</p> <p>3) Third country export cargo directly arriving at Mongla should be received at site within 30 days from the date of arrival of vessel at Mongla. The Start date shall be arrival of</p>

		<p>3) Third country export cargo directly arriving at Mongla should be received at site within 20 days from the date of arrival of vessel at Mongla. The Start date shall be arrival of vessel/flight at Mongla/Dhaka and End date shall be date of receipt of Cargo at Rampal site warehouse. The transit time will be calculated for lot of each Bill of lading/AWB.</p> <p>4) However bidder has to ensure shipment as per FIFO arrival of cargo as far as possible. In case FIFO condition is required to be deviated, clearance from BHEL is required.</p> <p>5) In general BHEL shall ensure delivery of cargo at consolidation point giving sufficient time for shipping keeping in view of Export invoice being raised by Unit. However bidder has to ensure that none of the cargo is falling under debar list at GST/Custom portal for non-shipment within 90 days from date of Export invoice raised by MUs.</p> <p>In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied on BHEL the same shall be recoverable from the bidder.</p>	<p>vessel/flight at Mongla/Dhaka and End date shall be date of receipt of Cargo at Rampal site warehouse. The transit time will be calculated for lot of each Bill of lading/AWB.</p> <p>4) For Road from Benapole: Cargo should be transported by road within 10 Days of instruction to transport and further should be delivered at Rampal site within 40 days. Total Transit time of 50 days shall start from last package received for transportation and the transit time End date will be date of receipt of last package at Rampal site of the shipped LOT.</p> <p>5) However bidder has to ensure shipment as per FIFO arrival of cargo as far as possible. In case FIFO condition is required to be deviated, clearance from BHEL is required.</p> <p>6) In general BHEL shall ensure delivery of cargo at consolidation point giving sufficient time for shipping keeping in view of Export invoice being raised by Unit. However bidder has to ensure that none of the cargo is falling under debar list at GST/Custom portal for non-shipment within 90 days from date of Export invoice raised by MUs.</p> <p>In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied on BHEL the same shall be recoverable from the bidder.</p>
4	Section II Clause No. 1.19	In case where the ocean route is congested, closed due to cyclone or Ramazan Holidays etc the bidder will have to carry the cargo by Road from Haldia/ Kokatta via Petrapole - Benapole customs border to site to meet the project schedule and requirement of GST Acts of India. However payment will be as per schedule C in the Price Bid.	Bidder will have to carry some cargo by Road from Haldia/ Kokatta via Petrapole - Benapole customs border to site to meet the project schedule and requirement of GST Acts of India. However payment will be as per schedule C in the Price Bid.
5	Section II Clause No. 1.2	Storage area at Chennai port will be provided by BHEL. At any point of time, open storage area of 6000 CBM approx. will be available at Chennai. In case, due to large inflow of materials at any point of time and the present storage space at Chennai is not enough, the bidder has to inform BHEL ROD Chennai and arrange additional suitable space inside Chennai Port.	Storage area at Chennai port will be provided by BHEL. At any point of time, open storage area of 6000 CBM approx. will be available at Chennai. In case, due to large inflow of materials at any point of time and the present storage space at Chennai is not enough, the bidder has to inform BHEL ROD Chennai and arrange additional suitable space inside Chennai Port. The storage will be in the name of BHEL at Chennai port. The storage charges incurred for the additional storage beyond the free period allowed by Chennai port Trust has to be borne by bidder.

6	Section II Clause No. 1.62	To avoid road transportation and double handling of cargo, jetty near site will have to be constructed and maintained by Bidder for period of 5 years from the date LOI or 3 months after completion of all shipments, whichever is earlier. After all the cargo in this contract has been shifted to site, the temporary jetty will have to be dismantled and site to be cleared. The jetty should be ready well before arrival of 1st lot of cargo at Mongla port and Bidder to ensure that after customs clearance the cargo loaded on barge is moved to jetty near site under customs permission. The certification of dismantling has to be submitted before closure of contract from authorized BHEL site official. Bidder to ensure design & construction of Jetty considering unloading of Heaviest weight i.e. 350 MT single piece	To avoid road transportation and double handling of cargo, temporary jetty near site will have to be constructed and maintained by Bidder for period of 5 years from the date LOI or 3 months after completion of all shipments, whichever is earlier. After all the cargo in this contract has been shifted to site, the temporary jetty will have to be dismantled and site to be cleared. The jetty should be ready well before arrival of 1st lot of Heavy Lift cargo at Mongla port and Bidder to ensure that after customs clearance the cargo loaded on barge is moved to jetty near site under customs permission. The certification of dismantling has to be submitted before closure of contract from authorized BHEL site official. Bidder to ensure design & construction of Jetty considering unloading of Heaviest weight i.e. 350 MT single piece
7	Section VI Clause no.: 23	<p>TAXES: All taxes on freight, insurance and other dues of the vessel, Barge, trailers, Jetty construction shall be to the Bidder's A/c. The Bidder shall be responsible for payment of any Sales/ Service/ Income Tax or any other form of Tax/cess/duties levied/likely to be levied and not envisaged in the tender on transportation activity carried out in transit/discharge country.</p> <p>All taxes, duties, Cess by whatever name including, Charges, Royalties, any State or Central Levy and other Taxes for execution of the work (excluding GST with applicable cess) if incurred in the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.</p> <p>Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the Bidder. Quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> <p>GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.</p>	<p>TAXES: All taxes on freight, insurance and other dues of the vessel, Barge, trailers, Jetty construction shall be to the Bidder's A/c. The Bidder shall be responsible for payment of any Sales/ Service/ Income Tax or any other form of Tax/cess/duties levied/likely to be levied and not envisaged in the tender on transportation activity carried out in transit/discharge country.</p> <p>All taxes, duties, Cess by whatever name including, Charges, Royalties, any State or Central Levy and other Taxes for execution of the work (excluding GST with applicable cess) if incurred in the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.</p> <p>Any new taxes other than that on the cargo at any stage during execution including extension of the contract, if any, shall have to be borne by the Bidder. Quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> <p>GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.</p>
8	Section III Clause 10	Successful bidder shall submit 5% of the total contract value as security deposit within	Successful bidder shall submit 5% of the total contract value as security deposit within

		Three days of issue of LOI for the contract	seven working days of issue of LOI for the contract.
9	Annexure 11 i.e packing list note on Pg 1 of 46 and pg 46 of 46	Note: The packing list is based on Engineering Design, however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the heavy Lift cargo may vary by +/- 20% However, financial implications, if any, shall be as per Section VII, note 5. (Conversion factor Ocean freight:-1CBM=1 MT(freight ton))	Note: The packing list is based on Engineering Design, however shipment shall be as per actual dimensions. Approximate overall quantity of shipment is envisaged 3.09 Lakh FRT. Quantity variation in each price schedule item is +/- 30% except where price is in number basis. However, with this +/- 30% variation, overall variation in Contract Value shall limit to +/- 20%. Total tentative Heavy Lifts are 13 +/-3. (Conversion factor for calculating FRT:-1CBM=1 MT(freight ton)) Note on Pg 46 of 46 stands deleted.
10	Section II Page 15, Schedule C1 & C2 Sln 7	Transportation and Handing over of Cargo at Rampal Site to BHEL duly acknowledged (Unloading of Cargo at Rampal Site will be in BHEL scope)	Stands Deleted.
11	Section II Page 16, Schedule C3 & C4 Sln 4	Handing over of Cargo at Rampal Site to BHEL duly acknowledged (Unloading of Cargo at Rampal Site will be in BHEL scope).	Transportation and Handing over of Cargo at Rampal Site to BHEL duly acknowledged (Unloading of Cargo at Rampal Site will be in BHEL scope)
12	Section V para 29.1 Page 46.	LICENSE / PERMISSION/ REGISTRATION: Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts / Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence / Permission / Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/ trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/ trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained	LICENSE/ PERMISSION/ REGISTRATION: Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

		by BHEL for any breach of the provisions /Acts or laws by the Bidder.	
13	Intentionally left blank		
14	Section VII, Price Bid Schedule A column 3	Price for all activities for shipment of General Cargo from warehouse Kolaghat Jetty/Kolkata Port/Haldia Port to Project site	Price for all activities for shipment of Non-Heavy Lift cargo from warehouse Kolaghat Jetty/Kolkata Port/Haldia Port to Project site
15	Section VII, Price Bid Schedule B column 3	Price for all activities for shipment of General Cargo from Chennai Port to Project Site	Price for all activities for shipment of Non-Heavy Lift Cargo from Chennai Port to Project Site
16	Section VII, Price Bid Schedule C, column 3	Price for all activities for shipment of General Cargo by Road transportation through Petrapole/ Benapole from Warehouse to Project Site	Price for all activities for shipment of Non-Heavy Lift Cargo by Road transportation through Petrapole/ Benapole from Warehouse to Project Site
17	Section VII, Price Bid Schedule D, column 3	Price for all activities for Shipments of Third country General Cargo from Mongla Port till Project Site	Price for all activities for Shipments of Third country Non-Heavy Lift Cargo from Mongla Port till Project Site
18	Section VII, Price Bid Schedule H, column 3	Discharging of TCE shipments at Mongla / Site or at its Outer Anchorage	Discharging of Non Heavy Lift TCE shipments at Mongla / Site or at its Outer Anchorage

REST OF THE TERMS AND CONDITIONS OF THE TENDER REMAIN UNCHANGED.

THIS AMENDMENT WILL ALSO FORM PART OF THE TENDER DOCUMENT.

Sign and Seal of the Bidder