TCN -01 DATED 13-01-2006

(TENDER NO. PSER:SCT:BKW-M644:05)

Following clarifications are being issued subsequent to querries raised by the bidders during pre-bid meeting held on 10-01-2006 at BHEL-Kolkata office :

SL	CLAUSE REF.	MODIFIED CLAUSE
SPE	CIAL CONDITION OF CONTRA	
01	Clause no. 12 : Entry of consignments within WBPDCL project premises	Bidder will intimate BHEL regarding entry of consignment within WBPDCL project premises to concerned BHEL Site engineer in writing. This will be considered as entry date & time for consignment on certification by BHEL site engineer.
02	Cl. No. 4.5.1 : Providing of Slings for unloading of consignments.	BHEL will provide suitable capacity cranes for unloading of consignment within WBPDCL project premises as per clause 4.5.1. Bidder shall deploy all other T&Ps including slings and manpower for unloading in line with tender terms.
03	Suitable approach road for movement of trailers for Category - C consignments.	BHEL will provide suitable approach road for movement of consignment under category - C, up to pre-destined place.
04	Cl. No. 4.3.6 : Arrival of category - C consignments.	Bidders to note that the 2-nos. consignments under category - C is likely to reach Kolkata Port in different shipping vessel at different time. Suitable capacity of barge and trailers must be arranged by the bidder for transporting the consignments to Bakreswar site.
05	Consortium bid	BHEL clarified that in case of consortium bid, bidders will have to submit Tieup agreement in the format enclosed herewith.
06	Handing over of docunments by BHEL.	BHEL will hand over duly endorsed original bill of lading to the agency, 5-days in advance from the date of berthing of ship at Kolkata Port. In case of any delay on this account by BHEL, port rental for the delayed portion will be borne by BHEL.
07	Cl. No. 8.1 : Payment of Duty, Shipping line charges & port charges by BHEL.	BHEL will pay Duty, Shipping line charges & port charges within 48-hrs.of presentation of documents by bidder. Liability for the port rentals will be on account of the defaulting party.
08	Cl. No. 8.5.2 : Service Tax	For Custom House Services, the bidder / Consortium partner will raise bills along with Service Tax. Service tax will be reimbursed by BHEL against submission of following documents: a) Original invoice indicating service tax separately. b) Copy of service tax paid challan duly certified by bidder's / Consortium partner's authorised signatory stating that the amount paid in the said challan includes above service tax of BHEL. For Goods Transport service, BHEL will be liable for paying Service Tax. However bidder / Consortium partner will issue certificate to BHEL stating "It has not taken any CENVAT credit of duty paid on inputs or capital goods used for providing the taxable services and that it has not availed the exemption under notification no. 12/2003-ST". With the above, earlier relevant clause of service tax (cl. 8.5.2) stands superceded.
09	Extension of due date of offer submission.	Extension of due date of offer submission is not possible.

All other terms and conditions of tender will remain unaltered.