

TCN -01 DATED 13-01-2006

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

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

SL	CLAUSE REF.	MODIFIED CLAUSE
SPECIAL CONDITION OF CONTRACT -VOL.-II		
01	Clause no. 12 : Entry of consignments within WBPDCCL project premises	Bidder will intimate BHEL regarding entry of consignment within WBPDCCL 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 WBPDCCL 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 Tie-up agreement in the format enclosed herewith.
06	Handing over of documents 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	Price Bid Format (Vol-III of tender document).	Price bid format is revised and is attached herewith as Rev.01. Bidder must fill their price in revised format only.
10	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.

Sr. Manager - SCT

VOLUME – IIIPREAMBLE

01. 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 Volume-I and Volume – II as applicable.
02. The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions.
03. Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
04. 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 (except service tax), 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.
05. 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.
06. 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.
07. All works item wise shall be measured upon completion and paid for at the rates quoted and accepted.
08. The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
09. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
10. 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.

RATE / PRICE SCHEDULE**A. MAIN PRICE BID (To be considered for evaluation of bids)****01. SERVICE CHARGES FOR CLEARING AND FORWARDING OF ALL THE CONSIGNMENT UNDER CATEGORY – A, B & C**

SL. NO.	DESCRIPTION	Approx. Freight Ton to be handled	CUSTOMS / PORT CLEARANCE CHARGES PER FRT	TOTAL CHARGES FOR CUSTOMS / PORT CLEARANCE
[1]	[2]	[3]	[4]	[5]
A1	CUSTOMS / PORT CLEARANCE FROM ANY POINT IN CPT (INCLUDING CPT/CWC GODOWN) FOR BAKRESWAR SITE (IF BONDING/ DEBONDING UNDER SECTION 49/59 IS NOT REQUIRED) FOR ALL CONSIGNMENTS UNDER CATEGORY A, B & C (JOB – 1)	8026	Rs. _____	Rs. _____

02. TRANSPORTATION CHARGES

SL. NO.	DESCRIPTION	Approx. Freight Ton to be handled	TRANSPORT ATION CHARGES PER FREIGHT TON	TOTAL CHARGES FOR TRANSPORTATION
[1]	[2]	[3]	[4]	[5]
A2	TAKING DELIVERY, TRANSPORTATION CHARGES FROM ANY POINT IN CPT (INCLUDING CPT/CWC GODOWN) TO BKRESWAR SITE (IF BONDING / DEBONDING IS NOT REQUIRED) FOR CONSIGNMENTS UNDER CATEGORY – A (JOB – 1)	6836	Rs. _____	Rs. _____
A3	TAKING DELIVERY, TRANSPORTATION CHARGES FROM ANY POINT IN CPT TO BAKRESWAR SITE, UNLOADING & STACKING AT PRE-DESTINED LOCATIONS WITHIN BAKRESWAR PROJECT AREA FOR ITEM NOS. 21-13 & 91-04 : CATEGORY – B (JOB – 2)	850	Rs. _____	Rs. _____

SL. NO.	DESCRIPTION	Approx. Freight Ton to be handled	TRANSPORTATION CHARGES PER FREIGHT TON	TOTAL CHARGES FOR TRANSPORTATION
A4	TAKING DELIVERY OF 2 NOS. GENERATOR TRANSFORMERS UNDER CATEGORY-C , TRANSPORTATION THEREOF FROM ANY POINT IN CPT TO BAKRESWAR SITE VIA RIVER & ROAD, UNLOADING & STACKING AT PRE-DESTINED LOCATIONS WITHIN BAKRESWAR PROJECT AREA. (JOB – 3) AS PER TENDER DOCUMENT.	340	Rs. _____	Rs. _____
A5	TOTAL TRANSPORTATION CHARGES (A2+A3+A4)			Rs. _____
A	TOTAL CHARGES (A1+A5) = (A)			Rs. _____

(In words : Rupees)

NOTE :

01. **Bidder to note that total price indicated above at A shall be considered for evaluation** and hence should be complete in all respect for the full scope defined and considering all terms and conditions.
02. Any item as per scope of work if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
03. In case, price indicated above does not match with the total of item wise break-up given, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
04. BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against optional items (Sl. No. B) with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.

B. OPTIONAL PRICES FOR BONDING/DEBONDING OF PACKAGES
(NOT TO BE CONSIDERED FOR EVALUATION OF BIDS)

SL. NO.	DESCRIPTION	UNIT	RATE FOR CONSIGNMENTS PER FREIGHT TON (IN Rs.)
[1]	[2]	[3]	[4]
B1	ADDITIONAL CHARGES FOR CLEARANCE IF BONDING/ DEBONDING UNDER RELEVANT CL. IS REQUIRED (FOR ALL PACKAGES)	PER FRT	
B2	ADDITIONAL TRANSPORTATION CHARGES INCLUDING LOADING/UNLOADING INVOLVED AT GODOWN AND AT ELSEWHERE IF BONDING/ DEBONDING OF CARGO UNDER RELEVANT CL. NECESSITATES STORAGE IN CUSTOMER BONDED GODOWN (FOR ALL PACKAGES).	PER FRT	
B3	STORAGE CHARGES FOR CHA's BONDED GODOWN / NORMAL GODOWN FOR THE CONSIGNMENT ON PER FREIGHT TON PER DAY BASIS INCLUSIVE OF HANDLING AS INVOLVED FOR ALL PACKAGES. [FOR PACKAGES HAVING LESS THAN 1 FREIGHT TON WEIGHT, CHARGES FOR 1 FREIGHT TON WILL BE PAID.]	PER FRT PER DAY	
B4	FILING OF POST B/E, ASSESSMENT AND DUTY PAYMENT (OTHER THAN DUE TO LAPSES OF CHA) [CERTIFICATE OF BHEL EXECUTIVE REQUIRED].	PER BILL OF ENTRY	
B5	SERVICE CHARGES FOR CO-ORDINATING SURVEY (INCLUDING INSURANCE SURVEY)	PER BILL OF ENTRY	

NOTE:

1. No additional transportation charges or / and additional loading/unloading charges for movement of cargo via godown will be admissible if bonding/debonding is not involved.
2. No additional charges for unpacking/packing of packages will be admissible for the purpose of Custom Appraisal.
3. BHEL reserves the right to rationalize the rates, quoted by L-1 bidder against optional items (Sl. No. B) with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.

ANNEXURE-ATIE-UP AGREEMENT

(To be executed on Rs. 10/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____, (The First Party, i.e, the Bidder) a company incorporated under the company's act, having its registered office at _____ (herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the associates), a company incorporated under the company's act, having its registered office at _____ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEREAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of _____, at _____ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for _____ as detailed in the Bid doc. no. PSER : SCT : _____]

AND WHEREAS M/s _____ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Associates) , who fully meet the balance part of the said works (_____).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.

2. The First Party will be the leader and will be responsible for the entire works.

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TIE-UP AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely; _____.
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely; _____.
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule.
7. The parties hereby agree that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Devices (MMDs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed inters between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place) .

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(SECOND PARTY)

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].