

BHEL Reply to Pre- Bid queries received from parties on Tender EM-1709

Query no	Tender clause no /Section	Subject	Bidder Query	BHEL Reply
1.	Page no 14 of 88, Schedule A1 & A2 – Scope of Work (SW1), clause no. 6	The brief scope of work in line with Price bid (Section VII) schedule All custom clearance activities as applicable including fumigation of wooden packages.	We would require type/ quantity of the cargo to be fumigated.	Only wooden package will be fumigated as per Customs rules of applicable countries.
2.	Page no 19 of 88 Clause no. 1.1	Arrangement for suitable storage area/warehouse both open and covered near Kolkatta/ Haldia to receive and consolidate cargo.....to the said warehouse	Pls confirm, can the storage and warehousing facility be arranged inside the port	No such restriction in tender is there.
3	Page no 18 of 88 Bidder scope of work for performance of activities listed above Clause no. 5	Cost of Survey of cargo at the time of receipt of cargo.	Pls specify the survey of the cargo that is to be received from BHEL's Mus / BHEL's vendors will have to be done by BHEL nominated surveyor or any third party surveyor.	The surveyor or licence measurer is to be appointed by successful bidder.
4.		Other queries	We understand that Kolaghat jetty is not a customs area for clearing Export Cargo, therefore should we ignore that option.	Bidder has to decide.
5.		Other queries	For cargo to be loaded on Deck, please specify any special safety requirements	As per normal shipping and insurance compliance practices.
6.		Other queries	Please specify what is the minimum inducement volume per voyage that will be applicable.	Refer transit time clause of tender at para 8 of technical bid (pg 52 of 88)
			Kindly specify which cargo from the packing	As per usual shipping standard

7.		Other queries	list provided is stackable / non-stackable.	practices the cargo should be stacked. However if any specific stacking information required the same can be given by MUs.
8	General Terms and conditions Pt no. 1.12, 1.15, 1.16 (pg 37)	General, ODC, HL cargo definition	General Cargo is defined as any cargo below 100MT with dimensions of 13m x 3m x 3m. HL is defined as any cargo above 100MT. Kindly clarify the weight of ODC. There is an ambiguity in the weight defined for General cargo.	Refer definition at para1.12 and 1.16 of General terms and conditions of the tender provided for General cargo, and ODC.(pg 37 of 88)
9	Detailed scope of work Pt 1.71 pg 27	Custom Duty and VAT	If any cargo imported into Bangladesh which is outside the power plant project packing list or under the name of BIFPCL exempted list then how is that cargo to be treated with regards to custom duty, VAT	If this cargo belongs to BHEL and it is not covered in duty exemption certificate then duty, if applicable will be paid by BHEL.
10	Schedule D,G and H of price Bid	Cargo arriving from TCE	Kindly advise that the mother vessel will be sufficiently geared for the cargo onboard to do the lighterage activity at outer anchorage. The terms of the shipment would be on full liner terms so that the ship's gear would discharge the cargo onto the barge placed by the bidder alongside the mother vessel for this operation.	Schedule D & H: Bidder has to arrange gears wherever necessary as per SW12 i.e Schedule H. Schedule G: The mother vessel will be sufficiently geared for the cargo onboard to do the lighterage activity at outer anchorage. The terms of the shipment would be on full liner terms so that the ship's gear would discharge the cargo onto the barge placed by the bidder alongside the mother vessel for this operation.
11		Jetty construction	Where do we mention the cost in the Price Bid	Cost is to be included in prices

12.	Scope of Work Schedule D1 & D2 (SW7)	COC containers	Do the containers coming from TCE have to be destuffed at the port and then cargo delivery to site or can we take the containers to site. If containers can be taken to site then who will pay container deposit, detention if any n allied charges	No COC containers are envisaged as on date. Only SOC are envisaged and they will remain at site.
13		Offloading at site	In how much time will the cargo be offloaded from bidder's trailers at site by BHEL.	Bidder to coordinate with BHEL site office by giving suitable advance notice. On an average 30-40 trucks/trailers per day can be unloaded at site.
14	Price Bid E1	Air Freight	Who will do the freighting for Air consignments from India to Bangladesh as the price bid has the scope of only the activities from Dhaka Airport till site	Will be decided through separate tenders
15	Point no 1.32	Bond and undertaking	Kindly advise what bonds and undertakings will be taken by BHEL which needs to be closed.	Bond and undertaking submitted by successful bidder on behalf of BHEL/by BHEL for execution of this contract.
16		Checklist	Pls advise if a checklist can be provided for tender documents to be submitted	No such checklist is envisaged.
17		Road transport via Benapole	Due to congestion at Benapole, request BHEL to give extended time for delivery via Road	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. Refer Amendment no. 1 Sr. no 3

18		River/port dues at Bangladesh	Please advise if the river dues/port dues applicable at Bangladesh will be paid by BHEL?	All charges in Bangladesh are in bidder's scope.
19		-	Request extension of tender submission by min. 2 weeks as time given is too less considering the technical analysis which has to be done in India & Bangladesh	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com
20			Request extension of tender submission by min. 15 days due more time required for route survey and to check available draft at Monglaport .	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com
21	1.8	Detail Scope Of Work	Please clarify regarding barges used to be certified by LLOYDS OR equivalent agency. Barges registered under IWT/BIWATA in Indo/Bangla protocol route can be used.	Bidder to decide. Certification for Barges is for sea worthiness.
22	Schedule B3&B4	Scope of work	Please clarify if the custom clearance will be done at Rampal Project Site or Mongla Port	Bidder should be ready to do the customs clearance at both/either of the mentioned places. Refer clause 1.63 of scope of work
23	1.19	Detail Scope Of Work	Please clarify as to when the wharfage at Mongla port will be reimbursed.	Refer tender clause 1.20 pg 21 of 88
24	3.1/3.2	Other Qualifying Requirements	Is it must to have a Bangladeshi counterpart and give his name	Bidder to decide as per tender terms and condition.
25		Changes in PQR conditions		No change to tender terms and conditions.
26	Page 1 of 88	due date of Tender 1400 Hrs 27/10/2017	Considering the Festival season & requirements of Visits, would request for extension of Tender submission date	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com
27	Sec-II / Scope of work	Volume	Please share volume break-up monthly basis, as consolidation depends on volume of cargo available	Bidder has to coordinate with MUs as per tender terms and condition.
28	Sec-II / Scope of work	Schedule D1 & D2	from where documents of TCE shipments to	BHEL Dhaka office.

			be collected is not mentioned	
29	Sec-II / Scope of work	Schedule H1 & H2	Please advise on what terms cargo will be booked? Will it be booked on self geared vessel? As some Heavy cargo must be transhipped mid stream	Bidder has to arrange gears wherever necessary as per SW12 i.e Schedule H.
30	Jetty constructions		Jetty construction details to be provided	Bidder is free to construct temporary jetty as per the cargo he is plying.
31	Other queries		we shall come back to you with other enquires after assessing the site & destination condition	OK
32	Packing list		Stackability of cargo to be advised along with complete dimensions/weight wherever missing	Stackability should be done as per normal shipping standard practices.
33			As the job scope involves many aspects right from shipping, road transportation, warehousing, CFS, Dredging, Terminal construction, CHA in various locations in India & Bangladesh; we need to conduct an in-depth holistic study, so that we can submit our offer with full preparedness. Some of the areas in your scope like terminal construction, freighting of various parcel lots, route survey etc will take reasonable time to work on and for this purpose, we request you to kindly provide us an extension to submit our offer up to 24 th November'2017 and oblige.	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com

34	Tentative Freight Cargo to be transported/ Sec-II of Scope of work	Schedule of Heavy Lifts	Since the no. of heavy Lifts are 13 (+/- 3). An exclusive and separate list of Heavy lifts with their dimensions and Wt be furnished along with their precise schedule of arrival.	Heavy lift schedule is provided below in separate table
35	Clause No.; 1.19 (The detailed Scope of work); Page No.: 21 of 88	Closure/Congestion of the Ocean Route due to Cyclone/Ramzan etc.	The clause says that in case of closure of the Ocean Route due to cyclone or ramzan Holiday, the Cargo have to be moved through Road. Since due to the adverse conditions, the Ocean frt Route and Road Route both are effected equally. Hence this may please be treated as Force Majuere. Also as per our previous experience operating in Bangladesh, government offices in Bangladesh like customs and port authorities are severely affected and their workings are hampered hence, relaxation on transit time be given during such events. Also any damages, fines, detention due to the same shall not be on our account.	The clause has been amended vide Amendment no 1 Sr.no. 4.
36	Payment Terms (Clause No.: 9)/ Scope of work	Payment Terms	The Clause says as- (a) Payment of 90% of relevant Schedule and (b):- Balance 10%of above paument will be released on confirmation of full GST credit to BHEL on earlier Bills. We propose the following Payment Terms:- (a) The payment towards the Ocean Frt/ Barging to be paid within 03 (Three) days of the release of B/L and the rest of the total amount to be paid within 7 working days of the cargo reaching site (b) The condition that 10% to be released on confirmation of full GST is not acceptable to us however, we propose that the same should be changed to release of 10% on submission of proof of GST Credit Submission by us.	No change to tender terms and conditions

37	Clause No.: - (1.20); Scope of work-Page No.: 21/88	Payment of Wharfage Charges at Port	The Clause reads as “that Wharfage Charges at Kolkata/Haldia/Chennai port shall be reimbursed by BHEL. We submit that the WharfageChgs for the all the ports including Mongala and any other Port in Bangladesh be paid by BHEL, in advance for each shipment as the value of the cargo is very high which will lead to high port charges thereby straining our cash-flows to a great extent. There is no logistics company can bear such high expenses. Also in case of any Port Charge, if any becomes applicable, including those in Bangladesh, shall have to be paid by BHEL , in advance.	No change to tender terms and conditions
38	Clause No.: 1.9 (Scope of Work)	Trailer Detention Charges	The Clause says that in case the Unloading/Receiving at Warehouse/Underhook is not done then BHEL shall recover Trailer Detention Chgs of Rs. 50,000/- per day per trailer. It is submitted that this rate of Rs 50,000/- per trailer per day is too high. It is only fair that such detention rate be in line with the prevalent market rates which is Rs. 1,500/- It is unreasonable that BHEL is charging a detention of more than 30 times the prevalent market rates. Hence, reasonable Trailer Detention Charges of Rs. 1,500/- per trailer per day be charged starting from the fourth day of arrival at Port /Jetty.	No change to tender terms and conditions
39	Clause No. 1.1 (Scope of Work)	Storage Area at Chennai Port	The Clause Says that the Storage area at Chennai Port will be provided by BHEL. In such a case please clarify that the this storage space at Chennai will be provided by Free of Chgs by BHEL to the Bidder or who will pay the rent for the same. We request you to kindly manage the cargo availability made to us at port plot according to the space provided at the plot. In case more cargo is made available than what the plot can store then space for the same shall be arranged by BHEL on its own account.	Refer amendment no 01 sr. no. 5
40	Point No. 1 (Documents to be submitted with PQR)	EMD of 1.3 Cr (Page No.; 10/88)	The Clause says that min 20 Lakhs to be submitted in Cash through EFT and balance in BG. It is submitted that the entire amount of 1.3 Cr of EMD be permitted to be submitted in the form of BG.	No change to tender terms and conditions

41	Clause no.: 1.62 (Detailed Scope of Work)-Page No.; 26/88, point No.: 7 of the Technical Bid.	Construction of the jetty	The clause says, that the Construction of the jetty is to be complete before the arrival of the 1st Lot of the Cargo. It is submitted that The Jetty Construction will be complete before the arrival of the 1st Heavy Lift Lot. Further as per the clause No.: 07 says, that temporary Jetty shall be used by BHEL or it's authorised Parties/Customer to use the Jetty. Please be informed that the Jetty will be under the scope of the Bidder of this tender . Hence this will be under it's sole right for use. There are chances that the same if used by another party might get damaged and rendered unsuitable for barging operations. This will cause severe time delays and financial losses for the project hence, we firmly suggest against this.	Temporary jetty construction to be completed before the arrival of the 1st Heavy Lift cargo. Refer amendment no 1 sr. no 6.
42	Clause 1.62 of Section-II, Pg 26 of 88	Construction of the jetty	If BHEL/other parties use the jetty for their purpose and damage occurs due to the same then such charges for making good such damages shall be on BHEL's account. Any losses to bidder arising out of such a scenario in terms of detention of vessel/barges/tugs etc., delays in transit times, fines, penalties etc. shall be on BHEL's account.	No change in tender terms and conditions.
43	Clause no.: 23 (Technical Bid)-Page No.: 55/88	Taxes	At the third para, the clause says that any increase in the above taxes at any stage during the execution including extension of the contract, if any shall have to be borne by the Bidder. This condition is not acceptable. We submit that the any new Tax , Increase in the rate of Taxes etc. are to be borne by the BHEL and shall be paid extra.	Any new tax on the cargo only will be borne by BHEL. Refer Amendment 01 sr. no. 7
44	Annexure-11	Packing List	We request you to kindly provide the packing list in excel for convenience of our costing and planning purposes.	Packing list can be provided in word file on request
45	Clause 1.29 Section-II, Pg 23 of 88	Security for Plot	Kindly clarify if security for the port plot at Chennai is to be provided by the bidder.	Security has to be provided for additional storage by the bidder.

46	Clause 1.29 Section-II, Pg 23 of 88	Security for Plot	The bidder wishes to clarify and put on record that sufficient security will be provided for the cargo at warehouse/port (basis clarification on above point). However any liability arising out of this shall not be on bidder's account. For any insurance claims arising out of the same, bidder will not be liable. Bidder shall be liable only in case negligence is proven.	No change in tender terms and conditions.
47	Clause 15 of the Note under the Price Bid Pg 60 of 88	Variation in Cargo Volumes and Contract Value	The tender states that the variation in cargo volumes can be in the range of 30% from 3.09 lakh FRT. However, the variation in contract value has been capped at 20%. We request you to remove this cap on variation in contract value as this is only fair and inline with the quality and quantum of the services provided by bidder.	This is the practice followed throughout BHEL. Bidder will be paid as per actual work executed.
48	Clause 10 of Section-III, Pg 30 of 88	Security Deposit Amount	The tender specifications require the bidder to submit as Security Deposit of 5% of the Total Contract Value within 3 days of issue of LOI. We presume the same is to be submitted in the form of a Bank Guarantee. The same shall be submitted to BHEL within 10 working days of the issue of LOI.	Extended to 7 working days from date of LOI. Refer Amendment 01 sr. no. 8
49	Clause 1.27 of Section-II, Pg 23 of 88	Acquiring land for jetty	As per the mentioned clause "Bidder will be fully responsible for all legal and financial transaction with the owner of land/owner of barge for jetty/existing jetty operation as the case may be." a) Kindly clarify if this land is owned by BHEL or any other private party or the government? b) If the same is owned by a private party then we request BHEL to provide us full support for acquisition of such land required for jetty, approach roads etc. c) Any liabilities, damages, fines and delay in transportation due to issues in acquisition of such land should not be levied on the bidder.	Owner is BIFPCL/Customer
50	Clause 1.69 of Section-II, Pg 27 of 88	Customs Duty and VAT Exemption	The cargo for the Project enjoys exemption on Customs Duty and VAT in Bangladesh. Will the same be extended to our equipment exported on a temporary basis to Bangladesh for this project.Pls confirm.	No.

51	Clause 1.5 of Section-II, Pg 19 of 88	Advance Intimation of Cargo arrival	We request BHEL to provide a firm timeline for arrival of cargo with exact and accurate quantities to be notified to us over email atleast 20 days in advance from the cargo reaching a) Warehouse at Haldia or Kolkata b) Port at Chennai c) directly reaching Port at Kolkata or Haldia of Kolaghat Jetty d) Mongla Port to enable us to plan, arrange vessel/barge/crane etc. Any fines, penalties, damages etc. arising out of deviation from the above shall be on BHEL's account.	It is bidder's responsibility to be in constant touch with coordinators of unit to ascertain the status of cargo.
52	Clause 4 of Section-II, Pg 19 of 88	Documentation of Cargo	All the relevant documentation for the cargo to be provided by BHEL to bidder atleast 15 days before the cargo reaches the load ports and 10 days before cargo reaches discharge ports.	MUs can provide a scan copy 2-3 days after removal of goods from respective MUs. Bidder to remain in constant touch with MUs
53	Clause 8 of Section-VI, Pg 52 of 88	Transit Time	The transit times mentioned by BHEL for cargo movement from various load ports to the site is very less and not realistic. Since the clearance itself at Bangladesh Ports takes a lot of time based on our past experience hence, we suggest total transit times of: a) 60 days from Haldia/Kolkata b) 70 days from Chennai c) 40 days for TCE from Mongla	Transit time clause be amended as follows: For Kolkata/Haldia cargo: Cargo 20 days is replaced by 30. Total Transit time of 30 days is replaced by 40 days 2) For Chennai: Cargo 20 days is replaced by 30. Total Transit time of 35 days is replaced by 45 days 3) TCE cargo :20 days is replaced by 30. Refer amendment 01 sr. no. 3
54	Schedule I-1a & 1b – Scope of work(SW13)	SOC containers details	Advise us details of SOC containers whether they shall be re-exported or remain at Bangladesh . They have to be separately declared.	SOC containers will remain at Rampal site

55	Section - VII Price Bid	Price Bid Structure	Please note the structure of the price bid does not give any flexibility to the bidder in terms of optimising pricing for individual line item for the benefit of BHEL only for an optimised total cost by restricting them with the forced weightage percentage. Therefore we request you to remove the weightage and allow the bidders to quote for each line item which shall in turn benefit BHEL to get an optimised project costing. Also for your reference all the project logistics tenders including both govt. and private allows bidders to work on project costing with an individual item costing.	No change to tender terms and conditions
56	Section - III Instruction to Bidders	Clause no 10, Page 30 of 88, Security Deposit	Timeline for submission of security deposit of within 3 days of issue of LOI to be increased to min 20 working days as we expect the project amount to be big and all the bank takes atleast 15-20 working days to issue BG of such huge amount.	Extended to 7 working days from date of LOI. Refer Amendment 01 sr. no. 8
57	Section - IV Special Conditions	Clause no 2, Page 33 of 88	<p>Request to amend the security deposit wording as: "If the Bidder fully performs and completes the works in all respects to the entire reasonable satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill but not later than (add agreed final date).</p> <p>BHEL has the right to draw on the Security Deposit only if Bidder has breached its obligations under the Contract and has not cured that breach within 30 days or the time required by the Contract, whichever is later. BHEL has the right to draw on the Security Deposit only to the extent necessary to pay the damages which BHEL is entitled to collect as a result of that breach.</p> <p>Security deposit will be submitted at BHEL ROD Chennai office."</p>	No change to tender terms and conditions

58	Section - V General Terms & Conditions	Clause no 12, Page 40 of 88	<p>Clause no 12.5 to be added as in order to define the liability condition as the same is not appearing anywhere in the Tender: "International transportation by air, ocean, road, or rail is subject to and governed with the force of law by the liability provisions contained in the following international conventions or statutes, as applicable and without limitation: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, October 12, 1929 ("Warsaw Convention"), as amended by the Hague Protocol, September 28, 1955; the Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 ("Montreal Convention"); the International Convention for the Unification of Certain Rules Relating to Bills of Lading, August 25, 1924 (the "Hague Rules"); the Protocol to Amend the Hague Rules, February 23, 1968 ("Hague-Visby Rules"); the United States Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300 et seq. ("COGSA"), and any other mandatory laws or international conventions that may be applicable. Bidders's liability for loss and/or damage to BHEL's goods during transport is limited to such amounts as laid out in relevant compulsory international transport conventions or national transport law applicable to the mode of transport at the place and time of the loss and/or damage. Where no such compulsory international transport convention or national transport law is applicable, or the mode of transport or the place and/or the time of loss and/or damage is unknown, Contractor's liability shall be limited to 2 SDR per kg net weight of the goods lost and/or damaged. If the inapplicability of any compulsory international transport convention or national transport law is merely owed to the fact that no cargo documents (such as Bills of Lading, CMR Consignment Notes or similar) have been issued, then nevertheless the parties agree that the limitations of any compulsory international transport convention or national transport law shall be applied as if such documents had been issued. Notwithstanding any other provisions herein, Bidder's total liability not to exceed USD 500,000.00 per occurrence and USD 1,000,000,- (One Million United States Dollars) for all claims under this contract."</p>	No change to tender terms and conditions
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59	Section - V General Terms & Conditions	Clause no 12, Page 40 of 88	Clause no 12.6 to be added as in order to define the liability condition as the same is not appearing anywhere in the Tender: "Neither Bidder nor BHEL shall be liable to the other for special, indirect or consequential damages resulting from nor arising out of this Contract, or for loss of profits or business interruptions, loss of production, loss of contracts, loss of business opportunity, loss of revenue, loss of use, the cost of capital (including interest payments), financing or increased financing costs, regardless whether or not such party was or is claimed to be passively, actively, solely, jointly or concurrently negligent and regardless of whether liability without fault is imposed or sought to be imposed on a party. Bidder and BHEL agree that liquidated damages, to the extent they are applicable under this Contract, are not special, indirect or consequential damages for purposes of this Article".	No change to tender terms and conditions
60	Section - V General Terms & Conditions	Clause No. 16.0 Arbitration, Pg 41 of 88	As per the other Govt. tenders as well, for any dispute or difference, propose to keep three arbitrators, both bidder and BHEL shall appoint one Arbitrator each and These two Arbitrators shall agree between themselves and shall appoint a third Arbitrator. Please confirm.	No change to tender terms and conditions
61	Annexure - 2, Integrity Pact	Clause 4.2, Pg 65 off 88	Request to delete the referred clause as it is a very burdensome and seemingly unreasonable penalty for a subjective violation upon which BHEL could decide to terminate at any time at their own discretion and then draw down on the Security Deposit for suspected violations.	No change to tender terms and conditions
62	Annexure - 14b	Clause 1, Pg 83 of 88	Request changes in the wording as below: The Guarantor (Parent Company / 100 % subsidiary company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by BHEL take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHEL and dully perform the obligations of the Company to the extent mutually agreed in the Contract. the satisfaction of the BHEL. In case the Guarantor also fails to discharge its obligations herein to complete the job satisfactorily, the BHEL shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also	No change to tender terms and conditions

			undertakes to make good any loss that may be caused to the BHEL for non-performance or negligent un-satisfactory performance by the Guarantor or Company of any of its their obligations.	
63	Annexure - 14b	Clause 2, Pg 84 of 88	Request changes in the wording as below: The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company, <u>or until (provide reasonable end date) whichever is earlier.</u>	No change to tender terms and conditions
64	Annexure - 14b	Clause 3, Pg 84 of 88	Request to delete.	No change to tender terms and conditions
65	Annexure - 14b	Clause 4, Pg 84 of 88	Request changes in the wording as below: The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Company and the BHEL and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the Company's non-performance as per point No.1 herein above, exceed that of the Company under the mutually agreed Contract awarded to the Company, subject to all limitations set forth therein. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company, if any.	No change to tender terms and conditions

66	Section-II Scope of Work	Variation, Page 14 of 88	For an optimised and precise pricing it is requested to keep the each item qty variation clause as +/- 10% as compared to +/- 30%. Please confirm. Also linking the contract value variation with individual cargo qty variation makes no sense when BHEL is not giving guarantee of a minimum cargo volume.	No change to tender terms and conditions
67	Section-II Scope of Work	Bidder Scope of work for performance of activities listed above, pt. no 2, pg 18 of 88	Unloading at site is not in our scope so the point of arranging Cargo Handling equipments at all locations should be suitably changed.	No change to tender terms and conditions

68	Section-II Scope of Work	Detailed Scope of Work, CI 1.2, pg 19 of 88	Kindly advise on the cost implication for arranging additional suitable space inside Chennai Port in the event we need to arrange the same.	Refer port tariff.
69	Section-II Scope of Work	Detailed Scope of Work, CI 1.9, pg 20 of 88	Any detention to vessel/barge on account of delay in providing documents or any other factor not attributable to us shall be on BHEL's account. Please confirm.	No change to tender terms and conditions
70	Section-II Scope of Work	Detailed Scope of Work, CI 1.10, pg 20 of 88	For obtaining any permissions for carting of cargo or any port activities, documents from BHEL shall be required so kindly clarify the meaning of 'without any involvement of BHEL'.	BHEL shall give one time authorisation.
71	Section-II Scope of Work	Detailed Scope of Work, CI 1.15, pg 21 of 88	If IGM error/amendment occurs due to documentation error from BHEL then any cost implication in resolving the same shall not be on our account. Please confirm.	No change in tender clauses
72	Section-II Scope of Work	Detailed Scope of Work, CI 1.23, pg 22 of 88	Container detention/storage if occurs owing to no fault of ours then same shall be attributable to BHEL. Please confirm.	No change to tender terms and conditions. As detention to SOC container does not apply.
73	Section-II Scope of Work	Detailed Scope of Work, CI 1.26, pg 22 of 88	Any route modification shall be only carried under the governing norms of the particular location. Please confirm.	No change to tender terms and conditions
74	Section-II Scope of Work	Detailed Scope of Work, CI 1.42, pg 24 of 88	In order to submit the deployment schedule for the equipment, kindly provide the shipment schedule of all the equipments.	No change to tender terms and conditions. For tender purpose the bidder may provide assumption made for shipment schedule
75	Section-II Scope of Work	Detailed Scope of Work, CI 1.45, pg 24 of 88	Cost for any reopening/repacking due to cargo examination shall be on BHEL account.	No change to tender terms and conditions
76	Section-II Scope of Work	Detailed Scope of Work, CI 1.69, pg 27 of 88	Noted that the project is under custom duty and VAT exemption but in the event if for any reason like change in Govt norms or structure any custom duty and VAT is levied on the cargo then the same has to be paid in advance by BHEL and any delay in custom clearance or related activity due to delay in	No change to tender terms and conditions

			payment of duty/VAT shall be on BHEL's account. Kindly confirm.	
77	Section-II Scope of Work	Detailed Scope of Work, Cl 1.75, pg 27 of 88	The cost, time and scope for taking corrective action on the sea-worthiness of the package if not suitable shall be on BHEL's account. Please confirm.	No change to tender terms and conditions
78	Section-II Scope of Work	Detailed Scope of Work, Cl 1.76, pg 27 of 88	In order to include the cost for wooden box fumigation in our costing, the quantity of boxes to be specified.	No change to tender terms and conditions. Quantity of wooden packages at this design stage cannot be informed.
79	Section-II Scope of Work	Detailed Scope of Work, Cl 1.77, pg 27 of 88	In the event of timely communication of custom related documents to BHEL, BHEL delays in providing the requisite documents then any cost implication arising out of the same shall be on BHEL's account.	No change to tender terms and conditions
80	Section - V General Terms & Conditions	Clause no 18.4, Pg 42 of 88	After repacking of goods, BHEL to confirm that the packing is in order and cost for repacking if damage is not on our account shall be on BHEL's account. Kindly confirm	No change to tender terms and conditions
81	General	General	Kindly advise if other than original POA/original EMD BG/original CA certificate, any other original document hard copy to be submitted to BHEL or all other documents to be only uploaded on the portal.	Other Original documents will be required for verification wherever required.
82	General	General	We request for date of extension of submission of bids by atleast 3 weeks post clarification of all the pre-bid queries	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com

83	Packing list Section	Packing list Section	Which cargo of given packing list move to which POL (Chennai/ Kolkata/ Haldia/ Kolaghat)	Provided in separate table below
84			Is Jetty preparation is mandatory requirement	Yes, Please refer Section II, clause 1.62 alongwith Amendment no 01
85			Movement period of cargo given in packing list is required. For each port and under which period	Bidder to coordinate with coordinators of MUs

86			Offer validity 5 month for acceptance of BID ??	Refer of tender clause
87	Detailed scope of work 1.1	Scope of work	Volume variation can be 30% against cost variation of 20% only	Refer of tender clause
88	Detailed scope of work 1.7	Scope of work	What size of storage area required in Kolkata. How much covered/ how much open	Refer of tender clause.
89	Detailed scope of work 1.7	Scope of work	BHEL will pay wharfage directly/ If we will pay, how many days we will have for re-imbusement	Will be paid directly by BHEL for load port however in case of urgency to be paid by Bidder and the same will be reimbursed within 3 day against submission of invoice and original receipt.
90	Detailed scope of work 1.11	Scope of work	Trailer detention is mentioned for Port whereas cargo is coming to warehouse/ INR 50000 per vehicle seems too high	No change to tender terms and conditions
91	Detailed scope of work 1.16	Scope of work	Warehouse at Chennai will be provided by BHEL and bidder scope starts from handling at warehouse.	Refer tender clause
92	Detailed scope of work 1.17	Scope of work	What cargo is going to come from third country. Howmany shipments	Refer tender packing list.
93	Detailed scope of work 1.18	Scope of work	Third country shipment terms to be specified (FLT H/H ??)	Refer of tender clause.
94	Detailed scope of work 1.22	Scope of work	No detention clause even in case of documents/ Not acceptable. Any delay due to BHEL's the same count as detention	No change to tender terms and conditions
95	Detailed scope of work 1.33	Scope of work	Heavylift - No Intercarting. IF heavy lift will be stored at warehouse the same has to stool down.	It is bidder's choice. All intercarting and intra carting is in bidders scope.
96	Detailed scope of work 1.37	Scope of work	Custom clearance procedure for offloading at jetty without transshipment via mongla. BHEL to obtain the permission for final clearance at site / jetty.	All permission is in scope of bidder. No change to tender terms and conditions
97	Detailed scope of work 1.39	Scope of work	If cargo damaged, delivery will continue after insurance survey / what extent of damage	Refer tender clause 1.37

98	Detailed scope of work 1.40	Scope of work	BHEL Prefers direct inloading on Barge	It is Bidder's choice
99	Detailed scope of work 1.41	Scope of work	No additional cost borne by BHEL if change in dimensions from given one/ Statement contradicts the 30% variation statement. This variation is too big	Payment will made at actual quoted in price bid.
100	Detailed scope of work 1.42	Scope of work	Details of subcontractor, equipments to be used needs to be submitted along with the bid	No change to tender terms and conditions
101	Detailed scope of work 1.50	Scope of work	Complete details of equipments to be shared as per ANNEXURE 15	Yes
102	Detailed scope of work 1.54	Scope of work	Any other cost not specified in tender document and required for execution will be in our scope. Any statutory charges not specified in the tender shall be AT ACTUAL	Refer tender clauses 1.54
103	Detailed scope of work 1.64	Scope of work	Bollore to imdenify BHEL from all legal, statutory, saftey requirements from Govt/ ministries	No change to tender terms and conditions
104	Detailed scope of work 1.69	Scope of work	Unloading at site in BHEL's scope. Any delay in unloading will be paid by BHEL	Bidder to give suitable advance notice to site officer. No change to tender terms and conditions.
105	Detailed scope of work 1.71	Scope of work	Project is custom duty and VAT exempted. BHEL will provide the Exemption Certificate??	Obtaining Duty Exemption certificate is in the bidder's scope.
106	Techncial Bid 15	Scope of work	Any taxes/ duties/ Cess in Bangladesh will be on our account. Taxes to include in lump sum costs?	Yes on bidders account.
107	Part 5 - Special Conditions (Payment Terms)	Clause 15	Indemnity is one sided. We need to put both parties	No change to tender terms and conditions
108	Part 5 - Special Conditions (Payment Terms)	Clause 9	Documentation requirement. The payment terms read with the invoices and payments in general terms and condition (clause 7) doesn't specify the credit period. It just states that 90% of the total payment will be made as soon as the cargo is delivered at site and invoice submitted with requisite documents . Please get a clarification. For 10% on getting the	No change to tender terms and conditions

			GST credit. What would the credit period limit? Check .Please put aoutler limit of 10 days from receipt of complete invoice for 90% and 5 days from the GST credit.	
109	Part 6 - General Terms & Conditions	Clause 9	Please clarify on the Risk purchase clause	No change to tender terms and conditions
110	Part 6 - General Terms & Conditions	Clause 12	Please get clarification that deficit recovery is also restricted to negligence ? There is no mention of limited liability excepting this clause . Please get clarification whether the maximum liability is restricted to deficit recovery from Inusrance Company	No change to tender terms and conditions
111	Part 6 - General Terms & Conditions	Clause 13.3	Bidder cannot be held liable for any damages due to FM situation.Incase of any additional costs incurred at Port /Shipping Line/etc will be borne by BHEL . If FM situation persists for more than 30 days ,then both parties need to mutually agree on the closure/termination of the contract or some other conclusive resolution of the contract without prejudice to the responsibility,liability and rights of both parties .During Force Majeure situation, all payments for work delivered till date will be cleared by BHEL to the Bidder .– Please add this in deviation.I am proposing this clause so that if we face a situation like Yemen ,we will not be liable .	No change to tender terms and conditions
112	Part 6 - General Terms & Conditions	Clause 20	Deviation - Bidder /Contractor will not indemnify consequential loss nor business loss	No change to tender terms and conditions
113	Part 6 - General Terms & Conditions	Clause 26	Deviation - The Bidder/Contractor should also have the right to discuss on: o if BHEL breaches the payment terms and there is an o/s remaining unsettled for 90 days . o If BHEL refuses to provide documentation/information required for the movement and due to which the Bidder/Contractor is unable to perform	No change to tender terms and conditions
114	Annexure 14	NIT	Agreement Deed Annexures	No change to tender terms and

			Please confirm 14 a and b needs to be signed or Annexure c also must to provide.	conditions. That will depend on status as to whether the firm is parent or subsidiary of sister. Refer Note -para 2 d and e of section -I
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115	NIT	Due date for bid submission	Tender of such magnitude needs more time to prepare hence request you to kindly grant us extension of 45 days for submission of tender as we need to carry out detailed route survey in Bangladesh and also need to enter into tie up agreement with local partner.	The tender submission date is extended to 10/11/2017. Refer our website www.bhel.com
116	Prequalification Criteria. Section – I, Clause no. 2.1	Valid MTO certificate from Directorate General of Shipping, India	Since the barge and ship movement is only from port to port requirement of MTO license may please be removed as done in tenders floated by other PSUs and MTO license is used for Multimodal movement basically for containerized cargo. This tender is for break bulk cargo of 3.09 Lacs frt. Even if MTO license is required license issued on or before last date of submission of tender should be accepted and condition of validity of MTO license on the date of publication of NIT to be waived off.	No change to tender terms and conditions
117	Special conditions, Section IV, Clause No. 9. Payment terms	Payment terms	As per tender Payment of 90% of relevant schedule of Price bid including GST will be paid after receipt of each lot cargo at Rampal site. Project of such magnitude require progressive payment terms which may please be considered.	No change to tender terms and conditions

118	Clause 29.1 Page 46	Taxes	Taxes & charges related to Vehicle/Trailors/Employee engaged by Bidder". Clause says this is on bidder's account. However, any new tax is levied, it will be reimbursed on proof of payment.	Clause amended. Refer Amendment 01 sr. no. 12
119	Clause 1.71	Taxes	All import is exempted. However, any other	Any other taxes/ duties/ cess etc applicable on

			taxes/duties/cess, etc. if applicable shall be paid by Bidder	other than that on the cargo will be borne by the bidder.
120	Section II	Page 15, Schedule C1 & C2	Sl. 7 "Transportation and handing over---" is the part of schedule C3 & C4. It should be deleted from here	The said clause is delete at pt 7 and replaces pt 4 at sch C3 & C4 . Refer Amendment 01 sr. no 10 and 11
121	Section VII, The brief scope of work sch A , B, C, D and H pg 14 to 16 of 88	Price Bid Schedule A , B, C, D, H, column 3	General Cargo is mentioned in Price bid. Whereas details Scope of work says Non heavy lift cargo.	General Cargo is replaced by Non Heavy Lift cargo Refer Amendment no 1 sr. no. 14 to 18

Tentative dispatch schedule for heavy lifts of Maitree STPP is given below: -

Item/total quantity	Dispatch from India	Dispatch from Third Country
Transformers (7 nos.)	Q2 2019-20 (7 nos.)	
Turbine (4nos.)	Q4 2019-20 (2nos.)	Q2 2019-20 (2 nos.)
Generator (2 nos.)	Q4 2019-20 (1 no.)	Q3 2019-20 (1 no.)
ICT (2nos.)	Q4 2018-19 (2nos.)	

MUs wise tentative cargo and despatches to respective ports:

BHEL Units	TRY	HYD	HWR	RPT	EDN	EPD	PEM	PC	ISG	JHS	RDP	PSER	BPL	HPVP	PESD	TBG	Total
Tentative cargo at Chennai port	64250	-	-	85000	1563	-	-	16479	6000	-	-	-	-	450	2529	-	176271
Tentative cargo at Haldia/ Kolkata port	4000	4734	9433	-	-	1300	10000	-	8500	220	250	83680	3744	-	-	1728	127589