



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 02

Ref: PSER:SCT:NKP-M2091:TCN-02

Date: 04-12-2020

Sub	Tender Change Notice (TCN) – 02.	
Job	Shifting of materials from proposed Flue Gas Desulpharisation area of M/s NTPC to a new location with a lead distance upto 3 km for 3X660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-M2091:20.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-M2091:8285, Date: 26-11-2020.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-M2091:TCN-01, Date: 03-12-2020.
	4.0	All other pertinent issues till date.

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. Clarifications to bidder's query is attached vide Annexure-A to TCN-02.
2. Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR. ENGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339 8231

ANNEXURE-A TO TCN-02				
JOB: Shifting of materials from proposed Flue Gas Desulpharisation area of M/s NTPC to a new location with a lead distance upto 3 km for 3X660 MW North Karanpura STPP, Jharkhand.				
TENDER NO - PSER:SCT:NKP-M2091:20				
CLARIFICATION OF BIDDER'S QUERY				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Sl. No. 1.0 (ix) of NIT	LAST DATE FOR SEEKING CLARIFICATION	Is it up to 30.12.2020	Last date for seeking clarification shall be read as 30-11-2020 instead of 30-12-2020.
2	Sl. No. 4.4 of TCC	The contractor shall raise insurance claim in case of damage, short supply, theft or any other cause in consultation with BHEL engineers and assist during survey work by the surveyor of insurance company.	Materials unloaded by other agencies long time back. Hence damage, short supply, theft will not be in the knowledge of the contractor engaged in shifting work only. Insurance Co. will not entertain claim of loss of incident at a much earlier date	Insurance claim for any damage, short supply, theft, etc. during Lifting, Shifting & unloading of material under scope of work as per cl no. 4.1 of TCC shall be under bidder's scope.
3	Sl. No. 4.7 of TCC	Verification of components detailed report. The scope of all handling during above activities and re-handling (re-stacking/ re-shifting) is also applicable for the verification activity.	The scope of the work as detailed in 4.1 is loading, shifting, unloading, proper stacking, documentation for grid wise item storage. Is the verification of all the items in the scope of this contract	Verification of items, if required, shall be done as per instruction of BHEL Engineers at site.
4	Sl. No. 4.8 of TCC	Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineer, verifying the same, re-packing wherever and whenever required, properly stacking them as may be directed by BHEL, so as to facilitate proper handling, receipt position, stock taking etc. The rate quoted by the bidder shall be deemed to have included such provisions.	Does this mean that the contract will cover verification and reconciliation of materials lying in the FDG area which are being unloaded by other agencies previously and noe to be shifted in new location.	Verification of items, if required, shall be done as per instruction of BHEL Engineers at site.
5	Sl. No. 4.9 of TCC	All materials/ equipment shall be stacked and stored above ground level by the use of concrete or wooden sleepers No materials shall remain on ground at any time or as instructed by BHEL Engineer at site	Who will supply the sleepers. Are adequate sleepers available at site so that time bound work is not hampered. Shall we have to identify and carry the sleepers from different locations inside the site during shifting.	Sleepers shall be provided by BHEL.
6	Sl. No. 10.2 of TCC	BHEL reserves the right to recover from the contractor any loss, which arises out of undue delay/discrepancy/ shortage/ damage/ theft/ pilferage or any other causes during the shifting process between the Open/semi covered/ covered storage at FGD area to new location.	When the work of shifting will be carried out inside the Project Premises how does delay, discrepancy, shortage, theft comes in to picture. For damage if not identified earlier at the time of loading but found during unloading and stacking can be taken in to consideration for such claims.	Damage and all types of loss during Lifting, Shifting & unloading of material under scope of work as per TCC shall be borne by the bidder.
7	Sl. No. 11.10 of TCC	The contractor shall have total responsibility for all materials in his custody, and shall ensure protection of all materials from theft, fire, pilferage and any other damage and loss. The contractor shall make suitable and adequate arrangement to ensure the above, by deploying security personnel.	As the contractor for this specific contract will not be the sole handling contractor in this site but a mere adhoc contractor for a short span, how can the assessment of theft and pilferage be taken into consideration as the materials lying in the site from a earlier date is not in the knowledge of this appointed contractor.	Successful Bidder shall be the custodian for all materials during lifting, shifting & unloading of material as per scope of work furnished in the TCC.
8	Sl. No. 11.11 of TCC	In case of theft of material from store/ storage yard under his custody, contractor shall lodge FIR with the Police Station (PS) so that Insurance Company does not turns down the claim. In the event of non-admittance of the claim by Insurance Company due to non-availability of FIR, BHEL reserves the right to recover the Loss suffered from contractor's bills based on the merit of the case.	The materials lying at the site are under BHEL/ NTPC/ Unloading contractor. How can the responsibility of unknown quantity be transferred to the newly appointed adhoc shifting contractor. The exact time of occurrence can not be assessed and as such FIR and Insurance Claims will not be entertained by the respective authorities. Hence, claim of loss from contractor's bill is baseless.	Damage and all types of loss during Lifting, Shifting & unloading of material under scope of work as per TCC shall be borne by the bidder.
9	Sl. No. 11.14 of TCC	The materials/ equipment which are stored in the open or dusty location and required to be covered must be covered with suitable weatherproof and flameproof covering materials wherever applicable at any number of times at no additional cost. Such weatherproof/ flameproof coveringshould be replaced periodically as per instruction of BHEL engineer at no additional cost. In no occasion, this work can be linked with preservation.....	The Completion Time is indicated as 2 months. How does that substantiate for periodic replacement. This clause is requested to be deleted.	Shall be as per tender provision.
10	Sl. No. 14.1 of TCC	In the event of failure to complete the work as per the contractual completion period, BHEL shall have the right to impose LD/Penalty at the rate of 0.5% of the contract value per week of delay or part thereof subject to a maximum of 10% of the executed contract value.	As regards to the scope of the work considering the volume it is suggested to increase the completion time or limit the maximum penalty to 1.0 % of the total contractual value.	Shall be as per tender provision.
11	Sl. No. 17.7 of TCC	Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package .. Verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.	Is opening of package or wooden cases and verification of the same is included in the scope of the work.	Shall be as per tender provision.
12	Sl. No. 17.12 of TCC	The contractor shall unload and store at the designated location as advised by BHEL/ customer site authorities. The contractor must keep computerised storage record along with its coordinate/ location of storage in the overall grid plan and shall update regularly in accordance with unloading/stacking of fresh material and issue of material to erection agencies.	Do we have to regularly update the stock after issue to erection agency. Is issue of material also covered in the scope of the work.	Issue of materials to erection agency is not in bidder's scope.
13	Sl. No. 18.1 of TCC	Removal of stored material from boxes/ crates, identification, cleaning/ conservation and replacing boxes/ crates and stacking on floors/ racks as required under the BHEL store requirement as per the preservation manual/ site engineer's instruction.	Is , identification, cleaning/ conservation, preservation covered in the scope of this contract.	Shall be as per terms & conditions of the tender.

ANNEXURE-A TO TCN-02				
JOB: Shifting of materials from proposed Flue Gas Desulpharisation area of M/s NTPC to a new location with a lead distance upto 3 km for 3X660 MW North Karanpura STPP, Jharkhand.				
TENDER NO - PSER:SCT:NKP-M2091:20				
CLARIFICATION OF BIDDER'S QUERY				
Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
14	Sl. No. 32.0 of TCC	Insurance	How can a adhoc vendor for 2 months be entrusted for Insurance aspect. Please omit the Insurance para	Shall be as per tender provision.
15	Sl. No. 34.1 of TCC	The Complete quantity of materials/ to be shifted in a period of 2 (Two) months from the date of start of work, as certified by Construction Manager/Site Engineer, BHEL.	It is suggested to increase the time schedule to 6 (six) months instead of 2 (two) months	Shall be as per tender provision.
16	Sl. No. 41.1 of TCC	Even thoughbidder will be responsible to ensure proper handling, storage/ upkeepment, preservation of materials/ equipment, timely lodging of FIR/ MDRs for lodging claims with the underwriter (by BHEL) during the entire contract period and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty material management. In case bidder failfor such defective works at bidder's risk & cost without prejudices to any other rights and recover the same from SD/ other dues.	RA bills will be paid after certification from MM Dept. How can the question of FIR/ MDRs come into picture for materials unloaded at such an early date. Moreover, for a contract of 2 (two) months the guarantee period is for 12 (twelve) months. That means the Final Bill can only be processed after the guarantee period for a work of 2 (two) months. Please omit the guarantee period for shifting work.	Shall be as per tender provision.
17	Annex-II, Tools & Plants, Sl. No.1.0	10/12/14/18 MT pick & carry type tyre mounted mobile crane.	Can conventional Hydra be used or only 10/12/14/18 MT Nextgen pick & carry type tyre mounted mobile crane.(like Escorts F15 Pick and Carry Eqpt.) to be used	Shall be as per tender provision.

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	Shifting of materials from proposed Flue Gas Desulpharisation area of M/s NTPC to a new location with a lead distance upto 3 km for 3X660 MW North Karanpura STPP, Jharkhand.	
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NKP-M2091:TCN-02, Date: 04-12-2020.
	5.0	All other pertinent issues till date.

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, integrity pact (if applicable) 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/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)