



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 04

Ref: PSER:SCT:NKP-F2002:TCN-04

Date: 18-01-2020

Sub	Tender Change Notice (TCN) - 04	
Job	PROVIDING ONE (1) NUMBER TOWER CRANE AS PER TECHNICAL SPECIFICATION, FOR 3X660 MW BHEL NORTH KARANPURA SITE ON MONTHLY RENTAL BASIS.	
Ref	1.0	Tender no PSER:SCT:NKP-F2002:19
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-F2002:7738 Date: 02/01/2020
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-F2002:TCN-01 Date: 14-01-2020
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NKP-F2002:TCN-02 Date: 16-01-2020
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NKP-F2002:TCN-03 Date: 16-01-2020
	6.0	Other References, if any.

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

1. Clarifications/Modification attached vide **Annexure-A of this TCN-04**.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (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 8237

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ANNEXURE-A TO TCN-04				
TENDER NO PSER:SCT:NKP-F2002:19				
CLARIFICATIONS/ MODIFICATIONS				
SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	7 of NIT	EMD amount – Rs.13,46,250.	Max Rs.2,00,000.	EMD amount for this tender shall be Rs. 2,00,000/- instead of Rs. 13,46,250/-.
2.0	1.7.3.5 of GCC	Security deposit	Security deposit 50% to be paid just before load test and balance 50% BHEL to take deposit from the RA bills as per BHEL guidelines.	At least 50% of the required Security Deposit, including the EMD, shall be furnished before load test. All other terms and conditions regarding security deposit shall be as per tender provision.
3.0	24 of SCC	Additional security deposit	Additional security deposit – Not Applicable	Clause No 24 of SCC -VOLUME- ID &II stands deleted.
4.0	2.7.11.3 of GCC	Claim compensation for losses	Any compensation, recovery, damages, claims or any similar type of clause etc. etc. mentioned in the clauses above or anywhere in the entire tender document is not acceptable under any circumstances. However only clause no.10.1 of SCC is acceptable.	Clause No 10 of SCC -VOLUME- ID &II shall be applicable.
5.0	7.18 of SCC	Total failure		Shall be as per tender provision.
6.0	2.7.11.5 of GCC	Recovery due from contractor		Shall be as per tender provision.
7.0	10.3 of SCC	Liquidated damage for delayed deploying		Shall be as per tender provision.
8.0	2.7.2 of GCC	Recover compensation		Shall be as per tender provision.
9.0	8.1 of SCC	Payment of bills	Payment of bills – All bills should be cleared within 60 days of submission. BHEL engineer to sign log sheet on daily basis.	Accepted.

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10.0	3.5.9 of GCC	Termination of contract	Termination of the contract by BHEL can only be done in case of some wrong doing established against vendor per point mentioned in GCC 2.7.5 to 2.7.10	Not applicable for this tender.
	3.6.4 of GCC			
	3.7.5 of GCC			
11.0	7.7 of SCC		Bidder time to shift crane – Shifting time will be 45 days if no delay or constrains from BHEL site. Billing will continue during this period.	Accepted.
12.0	2.8.27 of GCC	No idle labour charges will be admissible	Not acceptable nor applicable.	Shall be as per tender provision.
	8 of Price Schedule	BHEL reserves right to rationalize the rate.....		SI No 8 of Preamble of Price Schedule stands deleted.
	9 of Price Schedule	..Cleaning of site of any vegetation....		SI No 9 of Preamble of Price Schedule stands deleted.
13.0	3.13 of SCC	Crane working minimum 14 hrs (inclusive of 1 hour lunch break	Continuous single shift working 12 hrs per day inclusive of 15 mins break	Normal working hour is revised as 13 hr (including 1 hr. lunch)
	4.5 of SCC			
	7.13 of SCC			
	7.16 of SCC			
	7.17 of SCC			

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14.0	7.16 of SCC	Hourly overtime charges	Hourly overtime charges Less than 90% of scheduled monthly rates not acceptable.	Accepted.
15.0	5.1 of SCC	Foundation	<p>Foundation drawing will be given by us within 30 days from the date of receipt of LOI and soil bearing capacity report of the exact installation area, Site will be made ready by BHEL for grouting of fixing angle within 15 days of receiving foundation drawing.</p> <p>Foundation bolts will be delivered within 60 days of receipt of LOI and SBC, foundation will be made ready for installation of the crane by BHEL within 30 days of receiving of fixing angle. The crane with all accessories shall be physically mobilized to the site within 90 days from the date of notice by Construction Manager. Upon delivery of the crane if the crane is not operational or delayed due to factors attributed by BHEL then billing will start after 45 days of delivery.</p>	Shall be as per tender provision.

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16.0			Once billing starts it will continue without any stoppage or gap for minimum 24 months. Billing will stop once BHEL will provide mobile crane and crane is dismantled ready for final transport. However after final dismantling bidder will store our crane at site till further planning. Bill for mobilization & installation will be submitted on delivery of fixing angle (payable upon final commission).	The billing will continue till the completion of final Dismantling of crane at site subject to maximum 20 days after availability of required inputs from BHEL end.

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17.0			All civil works including foundation, piling, etc will be in BHEL scope. All tie rods for anchorage will be provided by BHEL and all fabrication work will be in BHEL scope. Forces and reactions will be given by us. The buried mast section/fixing angle will also be given back to us by bhel once work is over. Required electricity will be provided by BHEL at the base of tower crane. Earth pit, trailers for shifting, tools and tackles, man power, welding machine, gas cutting machine, mobile cranes, etc. will be provided by BHEL.	All civil works including foundation, piling, etc will be in BHEL scope. Required electricity will be provided by BHEL at the base of tower crane. Earth pit will be provided by BHEL. Trailers for shifting, tools and tackles, man power, welding machine, gas cutting machine, mobile cranes, etc. will be provided by BHEL.
18.0	7.13 of SCC		For service maintenance & repairs 5% of the entire contract duration will be executed from downtime and no billing deductions or compensation will be applicable. Any failure beyond this will be considered for deduction as per point no. 7.13.	Crane Down time is limited to 5 % of entire contract period. will be compensated by vendor through working in Extra Hour as per discretion of Construction Manager.

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19.0	5.0. SCC	SCHEDULE OF CRANE MOBILIZATION & LOCATION- The tentative deployment schedule of the crane is indicated in the relevant clause of the tender. The cranes with all accessories, operator, helper etc shall have to be transported & physically mobilized to BHELNorth Karanpura Project Site within a period of 90 (Ninety) days from the date of notice by Construction Manager- BHEL for the site. Notice from site will be issued after obtaining foundation drg. (complete in all respect) & receipt of foundation bolts at site for initial installation. Foundation bolts for initial installation of Tower Crane must be supplied within 45 days of receipt of LOI from BHEL. Foundation drawings shall be furnished within 15 days from the date of receipt from LOI.	We need minimum 180 days from the date confirm LOI for supply of machine and commissioning at site subject to fulfillment of BHEL scope of work	Shall be as per tender provision.

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20.0	PQC-A	CRITERIA- BIDDER SHALL BE THE DIRECT OWNER OF THE CRANE OFFERED BY HIM AND FURNISH DOCUMENTS AS EVIDENCE OF OWNERSHIP OF THE CRANE. THIRD PARTY OWNERSHIP IS NOT ACCEPTABLE.	The Crane can be either owned by Mtandt or an Investor. If the Crane is owned by an investor, a contract between the investor and Mtandt will be produced, where in the investor authorises mtandt to rent and operate the crane for a minimum period of two years.	PQ Foot note A and B shall be revised as following--- A) BIDDER MAY BE THE DIRECT OWNER OF THE CRANE OFFERED BY HIM AND FURNISH DOCUMENTS AS EVIDENCE OF OWNERSHIP OF THE CRANE. B) IN CASE, BIDDER WANTS TO PROCURE AND DEPLOY CRANE, THEN THE BIDDER HAS TO SUBMIT DULY NOTARIZED UNDERTAKING (TOWARDS DEPLOYMENT OF PURCHASED CRANE) ON NON JUDICIAL STAMP PAPER ALONG WITH THE COPY OF PROFORMA INVOICE / PURCHASE ORDER FINALIZING CRANE MAKE AND MODEL.
21.0	3.2 SCC	GENERAL SPECIFICATION- Lifting capacity of the crane- 40MT or above.	Adequate Lifting Capacity to Lift the Critical Load as mentioned in SI.No 3.4 i.e. Load Criteria.	Please refer earlier issued TCN-01 of this tender.
22.0	3.3 SCC	GENERAL SPECIFICATION- Working Height 85 mtrs (below Hook)	Working Height 85 mtrs (below hook) Free Standing Height	Shall be as per tender provision.

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23.0	3.4 SCC	GENERAL SPECIFICATION-Tip Load 10T (below Hook) or above at 70 mtrs radius	Tip Load 10T (below Hook) or above at 65 mtrs radius	Shall be as per tender provision.
24.0	3.10. SCC	GENERAL SPECIFICATION- Bidder shall indicate the minimum free standing height of the crane and external anchoring details if required.	Wall anchoring (Fabrication/iron), foundation and other tools and tackels will be provided by BHEL free of cost at site	AS PER TENDER BIDDER HAS TO ARRANGE ALL REQUIRED INPUTS FOR ANCHORING. BHEL WILL ASSIST IN IDENTIFICATION OF SUITABLE POSITION FOR ANCHORING.
25.0	4.1 SCC	GENERAL SPECIFICATION- Crane capacity as mentioned as 40T	Crane capacity as mentioned in SI.No. 3.4 Load Criteria.	Please refer earlier issued TCN-01 of this tender.

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26.0	10.1 SCC	LIQUIDATED DAMAGES- Since time is the main essence of the contract, the deployment of crane is to be made within the time limit prescribed in relevant clause of the tender. In case bidder deploys the crane beyond the period specified in the contract, BHEL will have no obligation to accept the crane and reserves the right to levy liquidated damages at the rate of 0.5% (half percent) of the awarded contract value delayed for each week of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 5% (five) of total contract value. In case of delay in receipt of crane materials at the delivery point, for reasons not attributable to BHEL, the 'Liquidated Damages' clause shall be strictly enforced, unless extension of delivery date is granted through an amendment to the work order.	Not accepted	Shall be as per tender provision.

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27.0	10.3 SCC	LIQUIDATED DAMAGES- Apart from above ,for delayed deployment period of crane, if BHEL has to arrange & deploy crane from any other source , the cost incurred for the same shall be recovered from the vendor with 30% overhead.	Not accepted	Shall be as per tender provision.
28.0	11.0. SCC	INSPECTION OF CRANE AND RIGHTS OF BHEL- While all bidders are advised to furnish the correct specification of the Crane to be provided in the Technical Bid, BHEL reserves the right to inspect the crane before placement of LOI and to reject the same in case it is not found in order up to the stated specification. In such case of rejection, Bidder has to immediately source alternate Crane for inspection and BHEL shall have the right to forfeit the EMD in case bidder fails to offer the crane for inspection & bid offered by vendor shall be cancelled and not to be further considered.	We will arrange inspection of our tower crane on BHEL cost	Accepted.

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	PROVIDING ONE (1) NUMBER TOWER CRANE AS PER TECHNICAL SPECIFICATION, FOR 3X660 MW BHEL NORTH KARANPURA SITE ON MONTHLY RENTAL BASIS.	
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	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NKP-F2002:TCN-03 Date: 16-01-2020
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NKP-F2002:TCN-04 Date: 18-01-2020
	7.0	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)