

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

To,

ALL BIDDERS

Sub: **Corrigendum 04** for issue of Clarification & extension of offer submission date.

Job: PROVIDING SERVICES ON TURN-KEY BASIS FOR LIFTING & SHIFTING AND PLACEMENT OF GENERATOR STATOR (4 Nos.) ON ITS FOUNDATION BY MEANS OF STRAND JACK METHOD AT 4x270MW TSGENCO MANUGURU PROJECT DIST KHAMMAM – TELANGANA.

T.S.No: BHE/PW/PUR/MANUT-STATOR/1559

Bidders to kindly take note of the following:

=====

AA) Clarifications to Bidder's queries, Requirements & Deviations

1. **Your Clause No.4.2.1.2 – T&Ps and MMES to be provided by Contractor (Pg.No. 9) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:**

Not acceptable

BHEL Reply: Clause 4.2.1.2 shall prevail. Please refer TCC Chapter –V: T&P's and MMEs to be deployed by BHEL on sharing basis.

2. **Your Clause No.4.2.1.3 – T&Ps and MMES to be provided by Contractor (Pg.No. 9) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:**

We are responsible for required specification, quality and brand of their own T&P, hence BHEL's intervention is not acceptable.

BHEL Reply: Clause 4.2.1.3 shall prevail.

3. **Your Clause No.4.2.1.14 – T&Ps and MMES to be provided by Contractor (Pg.No. 10) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:**

Contractor should be given approval to release their equipment from site if there is delay in lift schedule by more than agreed schedule stated in tender i.e more than 2 months between each lift.

BHEL Reply: Clause 4.2.1.14 shall prevail

4. **Your Clause No.4.2.2.3 - Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 11) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor is not in our scope**

BHEL Reply: Clause 4.2.2.3 shall prevail.

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

5. Your Clause No.4.2.2.5 (Pg.No. 11) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor is not in our scope

BHEL Reply: Agreed

6. Your Clause No.4.2.2.6 – Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 11) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor is not in our scope

BHEL Reply: Agreed

7. Your Clause No.4.2.2.8 – Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 12) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor: The said facility to be provided by BHEL.

BHEL Reply: Agreed

8. Your Clause No.4.2.2.9 – Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 12) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor: Not in our scope.

BHEL Reply: Agreed

9. Your Clause No.4.2.2.10 – Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 12) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor: Not in our scope.

BHEL Reply: Clause 4.2.2.10 shall prevail.

10. Your Clause No.4.2.2.11 – Obligations in respect of T&P's and MMEs provided by BHEL (Pg.No. 12) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor: Not in our scope.

BHEL Reply: Agreed

11. Your Clause No.4.2.2.16 – Obligations in respect of Cranes provided by BHEL (Pg.No. 13 and 14) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:

- (a) BHEL will make available the required capacity Crane and Hydra for unloading, assembling, handling, erection, dismantling and loading our equipment free of cost with fuel and operator. BHEL to make necessary arrangement of transportation for our equipments if the same is unloaded at any other part of the site.

BHEL Reply: Please refer TCC Chapter –V: T&P's and MMEs to be deployed by BHEL on sharing basis.

- (b) Not acceptable-

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

BHEL Reply: Agreed

(c) Not acceptable-

BHEL Reply: Agreed

(d) Not acceptable. Consumables for our equipment will be in our scope.-

BHEL Reply: Agreed

(e) As the Crane is in BHEL's scope the operators too are in BHEL's scope.-

BHEL Reply: Agreed

(f) Delays shall not be in Contractor's account-

BHEL Reply: Noted. Existing clause will prevail.

(g) Heavy lifting during late night hours to be avoided. No work during late night hours from safety point of view.

BHEL Reply: The clause shall prevail. Agency query is not relevant to Tender clause.

(h) If we accept the cause of failure only then in such case the cause is applicable.

BHEL Reply: Existing clause will prevail.

12. Your Clause No.4.2.2.16 – Obligations in respect of Cranes provided by BHEL (Pg.No. 13 and 14) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:

BHEL will make available the required capacity Crane and Hydra for unloading, assembling, handling, erection, dismantling and loading our equipment free of cost with fuel and

BHEL Reply: Please refer TCC Chapter –V: T&P's and MMEs to be deployed by BHEL on sharing basis.

13. Your Clause No.4.2.2.17 – Obligations in respect of Construction Lift / Elevators provided by BHEL (Pg.No. 14) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- IV : Obligations of Contractor:

(a) Our responsibility is limited to lift and position the Stator onto its foundation.

(b) The same is not in our scope.

(c) The same is not in our scope

(d) The same is not in our scope.

BHEL Reply: This clause will not be applicable for this tender.

14. Your Clause No.5.4 of 5.0–of Volume-IB – Special Conditions of Contract (SCC) – Chapter- V : Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc. :

No heavy lifting and heavy erection work will be performed at late night hours.

BHEL Reply: Point noted. However Clause 5.4 will prevail.

15. Your Clause No.6.1.1, 6.1.2, 6.1.7, 6.1.10, 6.1.15, 6.1.16 of 6.0. – (Pg.No. 18 to 20) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- VI : Material Handling, Storage and Preservation. :

The said clauses are not in our scope. We responsible for their own equipment only with respect to clause no.6.1.16.

BHEL Reply: Agreed.

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

16. Your Clause No.6.2 complete – Preservation of Components. – (Pg.No. 20 to 21) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- VI : Material Handling, Storage and Preservation. :

The said clauses mentioned in Clause 6.2 are not in our scope.

BHEL Reply: Agreed.

17. Your Clause No.8.0 -(Pg.No. 23 to 25) of Tender Specification – Volume-IB – Special Conditions of Contract (SCC) – Chapter- VI : Inspection and Quality. :

We shall maintain inspection, quality assurance and quality control for its own equipment only.

The clauses stated in 8.0 are general terms and conditions for EPC Contractor and not resemble to the current scope of work, hence we shall only accept the terms which comes under their scope of work relating to lifting and positioning of Generator Stator.

BHEL Reply: This chapter will be applicable to the extent of the scope of work under this contract, like inspection of slings/ropes used for lifting of stator, tightening of bolts etc.

18. Your Clause No.1.4.2 – Reverse Auction -(Pg.No. 5 to 6) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- I : General Instruction to Tenderers. :

Reverse Auction criteria to be explained. What is the minimum bidder's requirement for reverse auction.

BHEL Reply: These details cannot be provided.

19. Your Clause No. 2.7 – Rights of BHEL -(Pg.No. 16 to 17) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

The terms mentioned are applicable and only for the scope of work agreed upon as a heavy lifting contractor. We hold the right to defend in case the claims are not acceptable.

BHEL Reply: Tender conditions will remain unchanged.

20. Your Clause No. 2.8.5 – Responsibilities of the Contractor in respect of local laws, employment of workers etc., (Revised w.e.f 9th April 2013) -(Pg.No. 18) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

The company will undertake to comply with all relevant statutory taxes, fees license charges, duties, tolls. However, please clarify regarding deposit, royalties and commission. Other charges will not be paid unless clearly specified and accepted in advance.

BHEL Reply: Tender conditions are very clear & shall prevail.

21. Your Clause No. 2.8.24 – Responsibilities of the Contractor in respect of local laws, employment of workers etc., (Revised w.e.f 9th April 2013) -(Pg.No. 20) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

For our manpower and equipments we have insured ourselves. Any damage / loss due to carelessness / negligence have to be notified and mutually agreed in writing by BHEL and Contractor

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

BHEL Reply: Tender condition will remain unchanged.

Please link your clause no. 2.18 - Insurance of General Conditions of Contract - (Pg No. 26 and 27) and clause no.2.8.24 (Pg.No.20) to be read in addition to your insurance clauses which we intend to add as under:

Scope of Work (Insurance's)	FP/PL	Client	N/A
<p>All insurance's and indemnities against damages to the goods and items being lifted and associated works during Contractor works.</p> <p>BHEL- PSWR shall insure and indemnify and keep insured and indemnified Contractor against all the damages and / or destruction that may occur to the goods and / or the items (Generator Stator), which are subject matter of this contract as a result of lifting the same and / or due to the associated works carried out by Contractor.</p> <p>BHEL- PSWR has to underwrite an All Risks Marine Cargo Policy at its care and expenses, which has to cover all material damages and losses that the goods and items, which are the subject of lifting and associated works carried out by Contractor may suffer during all transport activities, including heavy lift activities, loading and unloading activities, and all the activities provided for by the contract's scope of work, with no exception for the total length of the contract.</p> <p>Furthermore, by accepting this quote, BHEL- PSWR and its insurance company waive a right of subrogation and recourse against Contractor and all its subcontractors and all subcontractors of any tier in case of any direct, indirect and consequential damages or losses in general suffered by the goods and items, which are the subject of lifting and associated works carried out by Contractor. during all the above mentioned operations and for all the length of the contract.</p> <p>In the event the goods and/ or items, which are subject matter of this contract are damaged and/ or affected in any manner whatsoever and/ or are damaged by lifting and/or are damaged by the associated works carried out by Contractor. and/ or are damaged by or as a result of force majeure and fortuitous events, facts and all enemies of the government, strikes, labor troubles, fires, theft, riots, insurrections, war and any other causes beyond the control of Contractor and /or the acts or omissions of foreign or domestic, civil or military authorities, the cost, charges and expenses of any such damage shall be borne by BHEL- PSWR or charged to the insurers of BHEL- PSWR as the case may be, without any reference or recourse in that behalf to Contractor.</p> <p>A copy of each of such insurance policies shall be handed over to Contractor by BHEL- PSWR within 7 days from the date of BHEL- PSWR obtaining the insurance policies. BHEL- PSWR agrees and undertakes to keep all such indemnities and insurance policies in effect for all the length of the contract.</p>			

BHEL Reply: Conditions above are not acceptable. Tender condition will remain unchanged.

22. Your Clause No. 2.14 - Quantity Variation (Pg.No. 23) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

Not applicable to us. The contract is fixed for lifting 4 nos. Generator Stator only.

BHEL Reply: Refer Clause No. 15 of Annexure -2 'Important Information'in Volume I Technical bid.

23. Your Clause No. 2.22 – Retention Amount (Pg.No. 28) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

Not applicable.

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

BHEL Reply: Refer Clause No. 15 of Annexure -2 'Important Information' in Volume I Technical bid.

24. Your Clause No. 2.26 – Reverse Auction (Pg.No. 30) of Tender Specification – Volume-IC – General Conditions of Contract (GCC) – Chapter- 2 : Definition. :

Not applicable.

BHEL Reply: Tender condition will remain unchanged.

25. Your Clause No. 11.3.7 – Electrical Safety (Pg.No. 21 and 22 of 43 – Doc. No.HSEP:14) of Tender Specification – Health, Safety And Environment Plant for Site Operation by Sub Contractors. :

BHEL should supply free electrical power at suitable location earmarked by us

BHEL Reply: Please refer Vol IA: TCC: Chapter III: Facilities in the scope of Contractor/BHEL – SI No 3.2.0

26. Your Clause No. 11.3.9 – Scaffolding (Pg.No. 22 of 43 – Doc. No.HSEP:14) of Tender Specification – Health, Safety And Environment Plant for Site Operation by Sub Contractors. :

As our work is limited to Stator lifting and positioning from Traylor or Stools provided by BHEL, any scaffolding, if required, due to non-readiness of operator floor at T.G level shall not be in our scope. BHEL to provide secured access to T.G Deck area for safe working and close all the openings on the T.G Deck.

Scaffolding on Stator for engaging slings if required to be arranged and provided by BHEL.

BHEL Reply: Agreed.

27. Your Clause No. 2.1.1 – (Pg.No. 24) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

The period of contract is for 8 (Eight) months in total for executing all the 4 (four) lifts.

The delays in between any lift i.e more than 2 (Two) months allows us to demobilize the site and re-mobilize at an mutually agreed cost / paid by BHEL.

No separate sets will be provided for parallel working to cover-up delays attributable to BHEL.

BHEL Reply: Parallel lifting is not envisaged. However no compensation will be admitted on account of additional mobilisation and demobilisation. Further Chapter-VI of TCC-Vol IA will prevail. BHEL engineer will be in touch with the contractor and intimate the exact date of mobilisation at site.

28. Your Clause No. 2.1.2 (b) – (Pg.No. 24) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

All types of civil works related to Strand Jack job is in BHEL's scope including grouting and shear key plates as already mentioned for TG Deck and Tower Foundation, hence please specify what you mean by all other requirement of foundation and other civil work.

BHEL Reply: Clause 2.1.2 (b) will not be applicable for this tender.

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

29. Your Clause No. 2.2.1 –Lifting, Shifting & Placement of Generator Stator on its foundation (Pg.No. 25) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

The scope includes lifting of Generator Stator from 'A' row between the defined grid lines directly from the transport carrier or from the Trailer or from Supports (from BHEL) within the same bay. No ground skidding will be done.

BHEL Reply: Clause no 2.2.1 will prevail. Ground skidding is not envisaged.

30. Your Clause No. 2.2.2 – (Pg.No. 25) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

We will provide the said requirement only on their structures.

BHEL Reply: Agreed

31. Your Clause No. 2.2.4 – (Pg.No. 26) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

In case load test of the lifting arrangement is required, BHEL to provide an alternate load of same weight or the Stator to be lifted by 200 mm as per load test procedure defined by us.

We will submit detailed calculation report alongwith their standard documentation well weighted by reputed consultant in past.

BHEL Reply: Clause 2.2.4 will prevail. Further Stator is to be lifted by 200-300 mm and kept in lifting position for 30 minutes duration to ensure proper working of lifting arrangements.

32. Your Clause No. 2.2.5 – (Pg.No. 26) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

Dismantling of civil work is not in our scope.

BHEL Reply: Clause 2.2.5 will prevail

33. Your Clause No. 2.2.6 – (Pg.No. 26) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

Not acceptable.

BHEL Reply: Clause 2.2.6 will prevail

34. Your Clause No. 2.2.8 – Way bills / Entry Permits for movement of Strand Jack Equipment are to be arranged by Contractor (Pg.No. 26) of Technical Conditions of Contract (TCC) – Chapter – II Scope of Work :

We are service providing industry and are registered with Service Tax Authorities outside of Telangana state. "Since NO PLACE OF BUSINESS" in Telangana, we are not registered in that State. Hence we will not be able to get our organization registered with concerned Sales Tax / VAT Authorities. Hence, we request BHEL to arrange for the Waybills (entry / exit), as without waybills we will not be able to mobilize / demobilize the site.

Ref.: BHE/PW/PUR/MANUT-STATOR/1559/Corrigendum 04

DT: 24/12/2015

BHEL Reply: Clause 2.2.8 will prevail. Way bills/Entry permits for movement of Strand Jack equipment are to be arranged by Contractor.

35. Your Clause No. 6.1 of 6.1.1 – Time Schedule & Mobilization (Pg.No. 40) of Technical Conditions of Contract (TCC) – Chapter – VI: Time Schedule :

For readiness of lifting structure within 15 days BHEL to provide access, uninterrupted Crane, Hydra, EOT facility for assembly, handling and erection and dismantling of our equipments.

Advance mobilization intimation should be given 45 (Forty Five) days. Thereafter 15 days' time span should be considered for erection at site.

BHEL Reply: Clause 6.1.1 will prevail

36. We would like also like to state that BHEL to take care for uncovering of Stator if it is packed condition.

BHEL Reply: Agreed

BB) Extension of due date for offer submission

The due date of offer submission has been extended to 01/01/2016, 15.00 hrs .Technical Bid shall be opened on 01/01/2016 at 16.00 hrs.

All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing.

Bidders are requested to submit as a part of Technical Bid, a copy of this corrigendum duly countersigned by the authorized signatory and stamped with the Official seal as a token of Bidder's unqualified acceptance of this corrigendum.

This letter is hosted as file titled "Corrigendum 04" against NIT-25279 in BHEL web page (www.bhel.com→Tender Notifications → View Corrigendum).

Thanking you,

Yours faithfully,

AGM(Purchase)