

Clarifications II					
MDL Tender for 8 nos. ELL Cranes					
Tender No. 1900000171 Dated 08 DECEMBER 2023					
S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
TECHNICAL QUERIES					
Enclosure 21 - Scope of Work					
1	39.5, 39.6	39.5 All drums shall be mounted in ball or roller bearings and fitted with fail-safe electro hydraulic or electro mechanical thrusters operating on a full wrap lined band brake. The brakes shall be able to securely hold the design maximum test overload load of the individual winches. Provision shall exist to safely control the progressive release of such brakes to effect the lowering of any load. 39.6 The external brake drums shall form an integral part of the rope drums.	39.5 All drums shall be mounted in ball or roller bearings and fitted with fail-safe electro hydraulic or electro mechanical thrusters operating on a full wrap lined band brake. The brakes shall be able to securely hold the design maximum test overload load of the individual winches. Provision shall exist to safely control the progressive release of such brakes to effect the lowering of any load. 39.6 The external brake drums shall form an integral part of the rope drums.	Brakes are defined in Part C-Main crane motions section for each movement. Also specified in clause no 66.11 (b) 8. This text in clause 39.5 & 39.6 is creating contradiction. So we request the red highlighted text to be removed to remove any ambiguity in the tender technical specification.	Refer Corrigendum VI.
2	41.1	41.1 The minimum pitch diameter of the sheaves and the groove radius and form shall be in accordance with the requirements of the crane design standard being employed. All sheaves within a particular hoist system shall be standardised with material of cast steel or welded type and fully interchangeable one with another. All individual sheaves shall be statically balanced. Bearing diameters for the sheaves shall be equal to or greater than specified within the design standard employed, provided the documentation to be provided vetted by TPIA.	41.1 The minimum pitch diameter of the sheaves and the groove radius and form shall be in accordance with the requirements of the crane design standard being employed. All sheaves within a particular hoist system shall be standardised with material of cast steel or welded type and fully interchangeable one with another <u>upto reasonable extent</u> . All individual sheaves shall be statically balanced. Bearing diameters for the sheaves shall be equal to or greater than specified within the design standard employed, provided the documentation to be provided vetted by TPIA.	Apart from main pulleys some of the rope anchoring pulleys can be of small size to get enough mounting space. We request to please add "upto reasonable extent" sentence so that the crane design is optimal and safe.	Refer Corrigendum V.
3	44.3	44.3 The drive units shall be provided with step less variable speed with variable voltage and variable frequency control over the full torque / speed range. Regenerative braking is to be provided for speed control under normal dynamic operation.		Clause repeated twice on same document. Hence, request MDL to delete this clause.	Ignore repetition
4	47.9	47.9 Operation of the hoist motion shall be regulated by the following limits and interlocks: i) The upper and lower limits of the hoist motion shall have normal slow down and stop limit switches. The switches shall be wired into the control circuit. To safeguard against failure of the normal limits an over hoist limit shall be provided at a short distance beyond the normal stop limit and be wired into the main hoist contactor; ii) There shall be fitted a limit switch to stop the machinery if the rope has come out of the rope grooves on the rope drum; iii) There shall be fitted a limit switch to stop the machinery if, with the hook on the ground, there is less than 2 turns of rope remaining on the drum.		Referred points are already mentioned in clause 47.7 i), ii), iii). Hence, request MDL to delete these points.	Ignore repetition
5	48.1	48.1 All electrical installation work shall comply with the current edition of the IEE (Institution of Electrical Engineers Regulations for Electrical Installations and / or other comparable Indian or international standard.		IEE standards are usually limited to very few cases now a days in the electrical system design. All the electrical items/installation shall be as per applicable IS/IEC/EN standards. This is the latest, globally accepted standard for cranes.	Tender condition prevails
6	49.4	49.4 Small wiring in control cabinets and consoles shall be made up into replaceable harnesses.	Normal wiring in control cabinets and consoles shall be made up into replaceable harnesses.	Wiring in cabinets are project specific so harnesses are getting complicated specially for spare parts. Normal wiring will be recommended. This is the common global practice followed in all larger cranes in the industry. Request MDL to accept.	Refer Corrigendum V.
7	49.10	49.10 Every cable shall be secured and supported in such a manner that the cable and its termination shall not be exposed to undue mechanical strain.		Referred point is duplicate of clause 49.9. Hence, this point can be ignored.	Ignore repetition
8	49.11	49.11 All power cables used shall be of ISI/BIS or equivalent international standard. All power & control cables shall have copper conductor and of 1100V grade.	49.11 All power cables used shall be of ISI/BIS/IEC or equivalent international standard. All power & control cables shall have copper conductor and of 1100V grade.	IEC standard used for components coming from Europe which is the latest, globally proven and accepted standard for cranes. Hence, request MDL to accept the same.	Tender condition prevails

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9	54.7	54.7 Back up of PLC programming along with password shall be provided to MDL.		Some software blocks are protected by higher level passwords. For safe crane operation and to prevent any in-advertent change error, such password is kept proprietary and is available with the OEM only.	Tender condition prevails																																																															
10	66.9	66.9 Clearances of cranes	66.9 Clearances of existing cranes Note:- After site study clearance dimensions can be optimised by taking approval from MDL	We understand that Clearance dimensions given here in this clause are of existing cranes and for reference purpose only. After site study there is some scope for optimising those dimensions as harmonised solution. We propose to follow the optimized dimensions after MDL approval. Our recommended dimensions for harmonised solution for cranes will be provided in our GA drawings of cranes.	Tender condition prevails																																																															
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Siemens (EPCOS) / L&T /Merlin Gerin / Areva / ABB / Schneider / Selec / BELUK	Same as 21	We request MDL to consider the following reputed/ International makes for the specified items. This ensures that MDL will have international standard cranes.	Tender condition prevails
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12	66.11 (b) 22	22. Tandem operation System shall be provided for crane no.12 & 17. L. L. Crane no. 12 & 17 travels on same track.		We propose to use Optic Fiber supply cable for communication between two cranes during tandem operation.	Tender condition prevails																																																															

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13	71.6	71.6 All electrical contractors, relays etc. within the cabin shall be collectively mounted within a single sheet steel enclosure fitted with a locking door. A small document cabinet and work top shall also be provided. A 3kg portable CO2 fire extinguisher shall be mounted in the cabin within easy reach of the OPERATOR.	71.6 All electrical contractors, relays etc. within the cabin shall be collectively mounted within a single sheet steel enclosure fitted with a locking door or in operator seat consoles. A small document cabinet and work top shall also be provided. A 3kg portable CO2 fire extinguisher shall be mounted in the cabin within easy reach of the OPERATOR.	Installation to the Joystick consoles should be also possible as per the standard practice followed for international quality cranes.	Tender condition prevails

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14	66.5	Centralized lubrication system to be provided in each crane & access for all the lubrication points to be provided to facilitate maintenance of crane.		As per globally accepted practice, Centralised Automatic Lubrication will be provided for Slew bearing. However Bogie /axle bearing, sheave bearing on A-frame & sheave bearing on Jib structure will be manual centralised group lubrication. Luff Pivot bearing will be provided Local lubrication by grease gun. We request MDL to consider the same.	Tender condition prevails																																															
15	49.2	Lightning arresters shall be provided at the upper extremities of the crane and the crane structure shall be electrically bonded to the rail as defined in Clause 29		Lightning related details are not available in clause 29. Please clarify.	ignore clause no.29 w.r.t this point																																															
16	57.2	The systems provided shall be capable of informing a remote interrogation facility of the full results of the diagnostic and condition monitoring i.e. the information displayed on the Electrical Equipment House VDU – and enable remote diagnostic where the problem is not hardware related – or can be ameliorated by adjustments to settings embedded in the software		Please provide the details of remote interrogation facility such as system details, wireless connectivity details, communication protocol etc., to consider suitable provision.	Tender condition prevails																																															
17	87	<p>88. CRITICAL SPARES TO BE SUPPLIED ALONG WITH THE CRANES:</p> <p>Following spares shall be supplied along with the crane by the supplier and the cost of these spares shall be included in bid. If any of the spare from initial spares provided with the cranes is used by the contractor during the guarantee period, the same shall be replenished within reasonable period free of cost</p> <table border="1"> <thead> <tr> <th rowspan="2">Sr. No.</th> <th rowspan="2">Description</th> <th colspan="5">Quantity (SET)</th> </tr> <tr> <th>25/5T for '04</th> <th>15/5T</th> <th>60/5T</th> <th>40/5T</th> <th>20/7.5T</th> </tr> </thead> <tbody> <tr> <td>19</td> <td>Inverters</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td>20</td> <td>Converters</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> </tbody> </table>	Sr. No.	Description	Quantity (SET)					25/5T for '04	15/5T	60/5T	40/5T	20/7.5T	19	Inverters	1	1	1	1	1	20	Converters	1	1	1	1	1	<table border="1"> <thead> <tr> <th rowspan="2">Sr No</th> <th rowspan="2">Description</th> <th colspan="5">Quantity (set)</th> </tr> <tr> <th>25/5t for 4 cranes</th> <th>15/5t</th> <th>60/5t</th> <th>50/10t</th> <th>20/7.5t</th> </tr> </thead> <tbody> <tr> <td>19</td> <td>Inverters</td> <td colspan="5" rowspan="2">2 qty of each type of drives used in the cranes in total</td> </tr> <tr> <td>20</td> <td>Converters</td> </tr> </tbody> </table>	Sr No	Description	Quantity (set)					25/5t for 4 cranes	15/5t	60/5t	50/10t	20/7.5t	19	Inverters	2 qty of each type of drives used in the cranes in total					20	Converters	We request MDL to consider 2 spare qty for each type of drive used in the cranes in total. This will optimize spares inventory and ensure that adequate spares are available for requisite drives enhancing crane availability.	Refer Corrigendum V.
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18	44.5	Drive units shall be provided with a space heater and a humidistat to ensure proper operation after long periods of idleness in a location of very high humidity as defined in Clause 2.		As per globally accepted and proven design, Long travel drive space heaters are being controlled by PLC system by monitoring the idleness of the drives. Separate Humidistat is not required. We request MDL to accept the same.	Refer Corrigendum V.																																															
19	88	Profibus connector, Profibus cable, Profibus Slipping		As per our standard and proven design, We are using profinet/ethernet communication between fixed part and rotating part of the machine. Hence, referred spares are not applicable to us. We request MDL to accept the same.	Refer Corrigendum V.																																															
20	87	Make of Gearboxes: Shanti, NAW, Rossi accepted		For cranes of global standards, it is essential to have gearboxes from reputed Indian/ International suppliers, who have proven references of supplying crane duty gearboxes. Shanthi, NAW and Rossi are not proven for crane duty application. Acceptance of such low end makes will be detrimental to the overall quality of the cranes.	Tender condition prevails																																															

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QUERIES RELATED TO SITE CONDITIONS					
Sl. No.		Bidder's Clarification		Bidder's Query	
21		MDL to inform allowable GBP for each crane location (LL 9, 10, 11, 12,13,14, 16 & 17) as well as the area in front of North Yard Assembly Shop.		We are considering the same load throughout the track and span.	The maximum wheel load for each crane location as stipulated in the tender
21.1				We propose to unload All the Crane or Crane parts from the Barge to MDL Jetty using SPMT, Floating Crane or Crawler Crane. To enable the equipment Selection we require the MDL Jetties Load Carrying Capacity per Sq. Mtr. (LLC Value) , From Jetty /Seaside of each Crane Track end - upto 20 Mtrs. landside.	The maximum wheel load for each crane location as stipulated in the tender
22		MDL to provide Jetty pile drawings for all Jetties and the area in front of North Yard assembly shop.		Since, it is difficult to plan for the erection crane without pile drawings, as the drawing is not available, we request MDL to provide the past references as per following - 1) Maximum Capacity of Mobile crane / Crawler crane / Telescopic Crane used by MDL to handle loads on these jetties. 2) Maximum Load lifted, Height of lift, Radius of lift using the above cranes in the past.	Drawings are not available for these age old structure. *Refer Note for s. no. 22.
23				As per Clause 16.g of SOW, approx. 40-50m rail track will be provided for erection of LL cranes. However, as per our assessment, 40-50m is not sufficient. We request MDL to provide at least 100m rail track for safe assembly and erection of LL cranes.	Tender condition prevails
24				For Crane no. 17 We have observed a Civil Structure very close to Jetty, near a Unloading area. Is it an abandoned structure? During the Unloading of the Crane can it be removed?	The civil structure is not abandoned and hence can't be removed.
25				To plan the Crane Parts Weight, we need the Lifting capacity of Each hook of Goliath Crane and its allowed hook tandem operations.	Goliath Crane hook details are as under: Upper Trolley - 100 T (02 Nos.) Lower Trolley - 150 T (01 No.) & 50 T (01 No.) Span - 138 mtrs Long travel - 250 mtrs + 50 mtrs
26				We request to consider the changes in the Under Machinery Frame distance and MAST Height to have uniformity in the crane and reduce the spare parts numbers/inventory.	Tender condition prevails.

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Tender Enquiry Form					
27	7.3		<p>The Bidder requests to add the clause as below:</p> <p>Note Sl. No. 6: Safety is of utmost importance in this tender. Tenderer shall have successfully supplied, commissioned and handed over PLC controlled shipyard crane (Level Luffing Jib Cranes / Goliath Gantry Crane) where control system safety critical parts are of minimum performance level C as per ISO 13849-1 in last 10 years. Tenderer shall submit documentary evidence (Customer Purchase Order, ordered Technical specification) in support of the above.</p>	<p>This is globally proven safety feature followed internationally. Since these cranes will be handling heavy and sensitive cargo/ components, hence safety is of utmost importance.</p>	Tender condition prevails
28	7.3		<p>The Bidder requests to add the clause as below:</p> <p>Note Sl. No. 7: The single bidder/ members of JV/ members of consortium/ licensee shall have positive PAT in each of the last 5 financial years preceding the year of release of this tender.</p>	<p>Since this is a high value tender, hence the bidders should be financially strong. Profitability is critical for financial strength which will ensure that the bidders are capable of executing such a high value order.</p>	Tender condition prevails
29	7.5	<p>It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works.</p>	<p>The Bidder requests to modify the clause as below:</p> <p>It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works. In case of OEM , reference of similar work completed shall not be referred from similar work executed in association with the other technology provider.</p>	<p>In case any OEM has carried out similar works partially, i.e. only supply or erection, in association with another technology provider, then such reference should not be considered since it is not commensurate with the complete scope. This will help to choose capable bidders who have the complete experience of similar works.</p>	Tender condition prevails

Clarifications II					
MDL Tender for 8 nos. ELL Cranes					
Tender No. 1900000171 Dated 08 DECEMBER 2023					
S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
COMMERCIAL QUERIES					
Enclosure 32 - Part 2 - Particular Conditions of Contract					
30	4.2	Within 21 days from the date of issue of Letter of Acceptance (LOA) or date of issue of Notice for Commencement of work, whichever is later, the Contractor shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at Enclosure-16 for 10% of contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of Three year from actual completion of entire work.	The Bidder requests to modify the clause as below: Within 21 days from the date of issue of Letter of Acceptance (LOA) or date of issue of Notice for Commencement of work, whichever is later, the Contractor shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at Enclosure-16 for 10 3% of contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of Three year from actual completion of entire work ; commissioning of individual Crane.		Tender condition prevails
31	13.7	Clause 13.7 will be deleted.	The Bidder requests to reinstate the clause		Tender condition prevails
32	14.2	Clause 14.2 will be deleted, the Employer shall not make any advance payment.	The Bidder requests to reinstate the clause		Tender condition prevails
33	14.8	The sub-clause is deleted.	The Bidder requests to reinstate the clause		Tender condition prevails
34	14.11	Before submission of the Final Bill, the Contractor should sign and submit a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.	The Bidder requests to modify the clause as below: Before submission of the Final Bill Unless otherwise assessed and settled, the Contractor should sign and submit a "No Claim Certificate" during submission of the Final Bill indicating that he has no claim against the company under the contract except as included in the final bill.	In line with TEF clause No. 24.1.5.(b)	Tender condition prevails
Tender Enquiry Form					
35	5.1.2	Price Bid (Part-II): b. The quantities of individual items in the BOQ are approximate and may vary.	The Bidder requests to modify the clause as below: The quantities of individual items in BOQ shall be firm and fixed without any variation.	For ease of supply and to avoid any future discrepancies.	Tender condition prevails
36	21	21. MOBILIZATION: 21.1. The Contractor shall deploy his manpower within 42 (Forty Two) days from the date of placement of Order.	The Bidder requests to delete this clause.	As the Contract is related to supply and subsequent erection works, the bidder requests to delete this clause as the supplier shall be required to mobilize manpower only during the erection stages at site.	Tender condition prevails
37	23	23. TAXES AND DUTIES: 23.6. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter.	The Bidder requests to modify the clause as below: 23. TAXES AND DUTIES: 23.6. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall provide requisite assistance to MDL in availing the said ITC rectify the shortcoming in the returns to be filed immediately thereafter .	The Contractor shall be liable for providing assistance to MDL without any financial implication.	Tender condition prevails

Clarifications II

MDL Tender for 8 nos. ELL Cranes

Tender No. 1900000171 Dated 08 DECEMBER 2023

S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
38	23.12	23. TAXES AND DUTIES: 23.12. Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.	The Bidder requests to delete clause no. 23.12, as this clause is contradicting the clause 23.16	The Bidder requests to delete clause no. 23.12 as this clause is contradicting the clause 23.16	Tender condition prevails
39	23.16	23. TAXES AND DUTIES: 23.16. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.			Tender condition prevails
40	24.1.3	The invoices must be submitted in four ink signed copies along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.	The Bidder requests to modify the clause as below: The invoices must be submitted in four ink signed copies along with the joint verification as per approved billing breakup measurements taken at site duly approved by the designated representatives of the Technical Services department within 7 days of receipt of material at site.	Since, this contract pertains to ELL cranes, delivered in parts to site. Hence, verification of quantities is applicable as per approved billing breakup.	Tender condition prevails
41	24.1.4	The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents as under: a. Invoice Certification as per Enclosure- 24, b. Joint Measurement sheets duly signed & stamped by MDL, c. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL d. Copy(s) of invoices of materials, e. Vendor's self Declaration (Refer Clause 24.1.6) wherever applicable, f. Certificaion of Disposal of Scrap/ Debris as per Enclosure-28	The Bidder requests to modify the clause as below: The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents as under: a. Invoice Certification as per Enclosure- 24, b. Joint Measurement sheets verification as per approved billing breakup duly signed & stamped by MDL within 7 days of receipt of material at site , wherever applicable. In case the varification duly signed & stamped by MDL is delayed for more than 7 days, it is deemed considered as approved and the payment shall be released. c. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL, wherever applicable. d. Copy(s) of invoices of materials, if applicable e. Vendor's self Declaration (Refer Clause 24.1.6) wherever applicable, f. Certificaion of Disposal of Scrap/ Debris as per Enclosure-28, if applicable		Tender condition prevails
42	24.1.6 (1)	10% of Base Price - Approval of Design, GA (General Arrangement) Drawings, QAP (Quality Assurance Plan),etc by Third Party Inspection Agency (TPIA)/MDL and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	10% of Base Price - Approval of Design , GA (General Arrangement) Drawings, QAP (Quality Assurance Plan),etc by Third Party Inspection Agency (TPIA)/MDL and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	Approval of GA drawing consist of basic design, Hence, 'design' need not be considered separately, which will create ambiguity in interpretation of the contract.	Tender condition prevails
43	24.1.6 (2)	5% of Base Price - On submission of the complete crane detailed assembly drawings, welding procedures, welding plan and NDT plan, fabrication methodology, testing methodology, final technical specifications, etc and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	5% of Base Price - On submission of the complete crane detailed assembly drawings, welding procedures, welding plan and NDT plan, fabrication methodology, testing methodology, final technical specifications, etc and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	The scope involves payment after completion of substantial scope of work. Hence, BG shall not be made applicable as work is already performed.	Tender condition prevails

Clarifications II

MDL Tender for 8 nos. ELL Cranes

Tender No. 190000171 Dated 08 DECEMBER 2023

S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
44	24.1.6 (3)	15% of Base Price - On placement of purchase orders for major mechanical, electrical equipment & Structural steel and satisfactory verification of these purchase orders vis-a-vis requirement as per detailed design, by TPIA/MDL and receipt of Bank Guarantee for an equivalent amount valid till completion of stage no 4 and 5.	15% of Base Price - On placement of purchase orders for three nos major mechanical, electrical equipment & Structural steel and satisfactory verification of these purchase orders vis-a-vis requirement as per detailed design, by TPIA/MDL and receipt of Bank Guarantee for an equivalent amount valid till completion of stage no 4 and 5.	It is to be noted that the number of major mechanical and electrical equipment shall be limited to 3 nos or such nos specified in the technical specification. The Contractor shall not be liable to submit BG against receipt of payment.	Tender condition prevails
45	24.1.6 (4)	10% of Base Price - On Receipt of major structural items viz; Bogies, Portal, post, frames, etc at MDL site along with all supporting documents, Test Certificates, etc. & due satisfactory inspection by TPIA.	40% of Base Price - On Receipt of major structural items viz; Bogies, Portal, post, frames, etc at MDL site along with all supporting documents, Test Certificates, etc. & due satisfactory inspection by TPIA.		Tender condition prevails
46	24.1.6 (6)	15% of Base Price - On Completion of erection of complete crane duly inspected & certified by TPIA.	5% of Base Price - On Completion of erection of complete crane duly inspected & certified by TPIA.		Tender condition prevails
47	24.1.6 (7)	15% of Base Price - On successful completion Testing & commissioning of the crane with due inspection & certification by TPIA and satisfactory taking over by MDL, along with the list of recommended critical spare parts, tools & tackles kit, etc.	5% of Base Price - On successful completion Testing & commissioning of the crane with due inspection & certification by TPIA and satisfactory taking over by MDL, along with the list of recommended critical spare parts, tools & tackles kit, etc.		Tender condition prevails
48	26.1	Time is the essence of the contract and therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered/ unfinished portion of the respective line item.	The Bidder requests to modify the clause as below: Time is the essence of the contract and therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not solely attributable to MDL the contractor beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof only for delayed supply of individual Crane , subject to maximum of 5% of the undelivered/ unfinished portion of the respective line item.	The Contractor shall only be liable for his actions / defaults.	Tender condition prevails
49	26.2	If the Contractor fails to complete the works within the time or extended time as per the Order, then the contractor shall pay to MDL the sum stated above as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed or extended time as the case may be and the date of completion of works.	The Bidder requests to modify the clause as below: If the Contractor fails to complete the works within the time or extended time as per the Order due to reasons solely attributable to the contractor , then the contractor shall pay to MDL the sum stated above as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed or extended time as the case may be and the date of completion of works.		Tender condition prevails
50	27.1	The defect liability period shall be Three Years from the date of actual completion of entire work.	The Bidder requests to modify the clause as below: The defect liability period shall be Three Years from the date of actual completion of entire work- commissioning of individual Crane.	As MDL is seeking stage wise completion / delivery, so warranty & DLP will start from actual completion of work related to individual Crane.	Refer Corrigendum VI.
51	27.4	In case of any defects/ malfunctioning of the installed cranes is noticed during the Defect Liability Period, the Contractor shall have to attend the same within 24 hours of notification by MDL. Delays in attending the defects within stipulated time period without any justifiable reason on part of the Contractor may attract suitable action including forfeiture of Performance Bank Guarantee (PBG).	The Bidder requests to modify the clause as below: In case of any defects/ malfunctioning of the installed cranes is noticed during the Defect Liability Period, the Contractor shall have to attend the same within 24 72 hours of notification by MDL. Delays in attending the defects within stipulated time period without any justifiable reason on part of the Contractor may attract suitable action including forfeiture of Performance Bank Guarantee (PBG).		Tender condition prevails

Clarifications II

MDL Tender for 8 nos. ELL Cranes

Tender No. 1900000171 Dated 08 DECEMBER 2023

S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
52	28.1	Within 21 days after placement of order, the Contractor shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at Enclosure-16 for 10% of contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of THREE YEARS from actual completion of entire work.	The Bidder requests to modify the clause in line with PCC as below: Within 21 days after placement of order, the Contractor shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at Enclosure-16 for 10% 3% of contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of THREE YEARS from actual completion of entire work. commissioning of individual Crane		Tender condition prevails
53	32		In the event of delay in commissioning and/or conducting the Commissioning test for reasons not attributable to the Contractor, for more than 60 (sixty) days from the original date defined in the Project Time Schedule, the Contractor shall receive payment towards commissioning against BG of equal value valid for 3 months and Warranty/DLP Period shall start from original date defined in the Project Time Schedule. In case of delay beyond six months but not later than the expiration of Warranty Period, for conducting and/or completing the commissioning test for reasons not attributable to the Contractor, the conducting of commissioning test and Contractor's subsequent balance obligations and it's commercial implication thereto, if any, including Taking Over, shall be mutually finalized between the parties, and the Contractor shall thereafter upon Owner's request and at mutually agreed terms conduct Commissioning.	Sunset Clause related to Commissioning was not present. Hence, we request MDL to incorporate the same in the tender.	Tender condition prevails
54	34.3	The work is to be carried out in the area where MDL's normal activities are in progress. The Contractor has to plan his work in such a way as not to disturb the normal activities of MDL. The contractor shall not be paid for any compensation for idle period if generated due to any reason whatsoever. Reasonable extension in time, however, may be considered on application in writing along with supporting Documents.	The Bidder requests to modify the clause as below: The work is to be carried out in the area where MDL's normal activities are in progress. The Contractor has to plan his work in such a way as not to disturb the normal activities of MDL. The contractor shall not be paid for any compensation for idle period if generated due to any reason whatsoever. If the Contractor faces any hindrances / obstructions / delays for the reasons not attributable to him, he shall be liable to receive appropriate compensation for the idle period. Reasonable extension in time, however, may be considered on application in writing along with supporting Documents.	In Case of hindrances / obstructions / delays for the reasons not attributable to the Contractor, Contractor shall be suitably reimbursed for the idle period incurred due to such hindrances / obstructions / delays beyond the control of the contractor.	Tender condition prevails
55	34.8	All materials procured by the contractor should be of approved quality and free from defects. MDL has got all the Rights to Test and Reject any material in part or in full at any point of time. MDL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the same shall be borne by the Contractor.	The Bidder requests to modify the clause as below: All materials procured by the contractor should be of approved quality and free from defects. MDL has got all the Rights to Test and Reject any material in part or in full at any point of time as per approved QAP. MDL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the said random test same shall not be borne by the Contractor.	The Contractor envisages that all materials will be supplied duly inspected by TPIA/MDL as per approved QAP, hence cost of additional random testing should not be in Contractor's account.	Tender condition prevails

Clarifications II

MDL Tender for 8 nos. ELL Cranes

Tender No. 1900000171 Dated 08 DECEMBER 2023

S. No	Clause	Brief Description of Tender Clause	Bidder's Clarifications/ Deviations	Bidder's Remarks	MDL REMARKS
56	35.1	The Contractor shall record; submit to the Engineer daily, progress report for the preceding day showing up to date progress and progress during the previous day on all items of each section of the works in relation to and in consideration of the schedule. In addition the Contractor shall submit on the last day of every month, a detailed progress report giving the progress of the works during the completed month and also indicating the up to date progress of the work.	The Bidder requests to modify the clause as below: The Contractor shall record; submit to the Engineer daily daily monthly progress report for the preceding day month showing up to date progress and progress during the previous day month on all items of each section of the works in relation to and in consideration of the schedule. In addition the Contractor shall submit on the last day of every month, a The said report shall comprise detailed progress report giving the progress of the works during the completed month and also indicating the up to date progress of the work.	Sending daily progress reports is not convenient. Hence, we request MDL to modify the clause as proposed.	Tender condition prevails
57	38.6	In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the contractor shall be informed accordingly by the user. In such cases the contractor on MDL's approval may reduce manpower deployed on the work. The Contractor shall also note that Under no circumstances Contractor shall be paid for idle manpower.	The Bidder requests to modify this clause as below: In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the contractor shall be informed accordingly by the user. In such cases the contractor on MDL's approval may reduce manpower deployed on the work. The Contractor shall also note that Under no circumstances- However, the Contractor shall be paid compensated for idle manpower and other resources at actuals against submission of documentary proof.	In Case of hindrances / obstructions / delays for the reasons not attributable to the Contractor, Contractor shall be suitably reimbursed for the idle period incurred due to such hindrances / obstructions / delays beyond the control of the contractor.	Tender condition prevails
58			The terms 'Completion' and 'Taking Over /Handing Over' shall be defined as below: Completion shall mean commissioning excluding non-operational punch points. Taking Over / Handing Over shall mean completion of commissioning but not later than 15 days from the date of said commissioning of respective	As the definitions are not present in tender document, the terms 'Completion' and 'Taking Over/Handing Over' shall be defined as specified.	Tender condition prevails

***Note for S. no. 22 above**

Sr.No.	Location	Crane Type	Details
1	Crane track 12	Mobile crane	Self-weight 242 T 68 T lifted at a radius of 25 M up to 22 M height
		LL Crane No. 12	LL Crane details: 258 T self-weight with a lifting capacity of 15 T
2	Crane track 17	LL Crane No. 17	No mobile crane used LL Crane details: 250 T self-weight with a lifting capacity of 15 T
		Mobile crane	Crawler crane of self-weight 210 T, 30 T weight lifted at a radius of 11 M up to 20 M height
3	Crane track 13	LL Crane No. 13	LL Crane details: 258 T self-weight with a lifting capacity of 15 T
		Mobile crane	Crawler crane of self-weight 210 T, 30 T weight lifted at a radius of 11 M up to 20 M height
4	Crane track 14	LL Crane No. 14	LL Crane details: 258 T self-weight with a lifting capacity of 15 T
		Mobile crane	Crawler crane of self-weight 210 T, 30 T weight lifted at a radius of 11 M up to 20 M height
5	Crane track 16	LL Crane No. 16	No mobile crane used LL Crane details: 650 T self-weight with a lifting capacity of 60 T
		Area in front of North yard assembly shop	No cranes used