

Project: 2X660 MW Talcher Thermal Power Project Stage III

**CORRIGENDUM
NO. – 2 dt.
10.01.2023**

**REVERSIBLE STACKER CUM RECLAIMER
PACKAGE**

**Tender Ref. No.
Enquiry No.
77/22/6128/RRC
dtd.17.12.2022**

Please note the following points

Sl. No.	Event Description	TO NOTE
1	Techno-commercial	Corrigendum -2 is being issued to Include the following 1. Due date for bid submission is extended up to 11:00AM , 20.01.2023 2. Due date for bid opening is extended up to 03:00PM , 20.01.2023 3. Pre bid clarifications for Technical queries 4. Pre bid clarifications for Commercial queries
2	All other terms & conditions	Remain unchanged.

Note:

Also, please note that the full tender document can be downloaded from the website
<https://eprocurebhel.co.in/nicgep/app>

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All other terms and conditions remain the same as per the original enquiry and it's subsequent amendment / addendum / corrigendum /clarification.

Any further addendum / corrigendum/ clarification/ notice of due date extension such issued shall be part of the bidding documents and this will be available at the web site from where the original documents have been received / downloaded by the bidder.

Hence bidders are requested to visit the web site on regular basis.

Tender no.77/21/6128/RRC for Stacker-Cum-Reclaimer for NTPC Talcher Project					
Replies to prebid queries-Technical					
Sr. No.	Document / Page no.	Clause no	Clause	Bidder's Queries (Lot1)	BHEL Reply
1	TES_SCR_Talchar, Page no. 19 of 36, NTPC NIT specification CS-4540-001A-2,	3	For all other items like idler, pulley, belt, brakes, gearbox, couplings etc. relevant clauses of enclosed NTPC NIT specification CS-4540-001A-2 shall be referred.	NIT specification CS-4540-001A-2 is absent, please share the same for selection of idlers,pulleys, belt brakes, gearboxes, coupling etc. or In absence of specific information & being a NTPC project, bidder will follow the NTPC standard specifications. Kindly advice.	NTPC NIT specification with Document No.CS-4540-001A-2 already shared in the tender documents in the path --> Enclosures for RSCR package folder --> 001- NTPC NIT Spec_Amendments Clarifications folder--> TECH_SPECS_PART-1 to 7. Bidder to refer relevant clauses of NTPC NIT specification CS-4540-001A-2 along with amendments and clarifications already shared in the above mentioned path for selection of all other items like idler, pulley, belt, brakes, gearbox, couplings etc.
2	TES_SCR_Talchar, Page no. 24 of 36,	3	Successful bidder shall prepare and submit editable 2D AutoCAD as well as editable 3D model (in SmartPlant 3D version only) of Reversible stacker cum reclaimer machine along with the storm anchor details, rails foundation and boom resting arrangement details associated with the scope of work of this package.	Bidder will furnish 2D drawing for BHEL / NTPC approval purpose, however 3D model shall be submitted for information purpose only. Kindly confirm.	Noted.
3	TES_SCR_Talchar, Page no. 3 of 36, clause no. B. BROAD SCOPE OF THIS PACKAGE BIDDER:	g.	g. Boom conveyor Belt speed: Approx. 3m/sec.	i)Machine is working in conjunction with 1400 mm wide Yard conveyor, hence considering belt width of 1400 mm (with troughing angle of 35 deg) for boom conveyor, we arrived belt speed of 3.8 mps (approx). Please let's know your opinion.	1.Bidder to decide the belt width of Boom conveyor in order to meet the Design TPH to meet peak reclaiming capacity with the mentioned Boom conveyor belt speed of Approx 3m/sec. Bidder to refer technical enquiry specification and NTPC specification and adhere to the same. 2.Yard conveyor will be of 1400mm Belt width with maximum speed of 3.8 m/s as specified in NTPC specification.
	IS-1-FD-765-100-M001		Observed belt width of yard conveyor is 1400 mm.	ii)Since Machine is working in conjunction with Yard conveyor, hence please let's know the belt speed of yard conveyor.	
4	TES_SCR_Talchar, Page no. 9 of 36,	5	Supply and erection of counter weight shall be in bidder's scope.	Complete civil work is executing by others, hence bidder would like to exclude Concrete counter weight. However erection shall be carried out by bidder & also necessary construction drawing of concrete counter weight shall be in bidders scope.Kindly advice.	Not acceptable, bidder to please comply with technical specifications.
5	TES_SCR_Talchar, Page no. 9 of 36,	2	Bidder shall also furnish the list of recommended spares for three years' normal operation along with the offer.	Recommended spare parts price list shall be quoted separately. Since we understand it's not a part of main contract.	Bidder understanding is correct and Bidder shall furnish the list of recommended spares for three years normal operation along with the offer.
6	TES_SCR_Talchar, Page no. 17 of 36,	14	suitable RCC platform to be provided at one end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation. Walkways with hand railings shall be provided on both sides of boom conveyor.	We understand site construction of RCC Platform shall be in client scope of supply, however hand railing shall be in bidder's scope of supply.	Bidder's understanding is correct and also note that Suitable RCC platform to be provided at BOTH end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation. Civil construction of the same will be done by BHEL Civil as per vendors drg / requirement. However, <u>Walkways with hand railings as applicable shall be provided on both sides of boom conveyor by BIDDER.</u>
7	i)Plot Plan_PE-DG-497-100-M001_R0, ii)005-Annexure-4 Profile of Yard conveyor, iii)Annexure-24- Coal stockpile shed limiting dimensions		Tender drawing are available in PDF.	Kindly furnish those drawing in AutoCAD format. System engineering has done by client, hence please furnish the machine travel length & rail length for our consideration.	AutoCAD Drawings for further working shall be provided to successful bidder after award of contract. Rail length and machine travel length to be decided by bidder to achieve overall coal stockpile storage capacity of Minimum 1,50,000 MT and based on space availability considering suitable clearances from Client's proposed facilities. <u>Height of stockpile shall be 10.5m.Also, the machine operation shall be suitable for operation within the coal shed . Bidder to refer the updated coal shed sketch for the same.</u>
	TES_SCR_Talchar, Page no. 14 of 36,	14	As per the layout the Reversible stacker cum Reclaimer machine shall be suitable to operate and shall be able to form 2 nos. stockpile of total capacity = 150000 MT minimum and the base of stockpile shall be 50m and height <u>shall be 10m.</u>		
	TES_SCR_Talchar, Page no. 4 of 36,	q	Rail Length: Bidder to decide based on plot plan furnished in Annexure-3 and to achieve overall coal stockpile storage capacity of 1,50,000 MT minimum as per NIT spec.		

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Sr. No.	Document / Page no.	Clause no	Clause	Bidder's Queries (Lot1)	BHEL Reply
8	General Point		Tender is silent on Travel, Slew & boom luffing speed	In absence of specific information & being a NTPC project, bidder will follow the NTPC specifications. Kindly advice.	Noted
9	TES_SCR_Talchar, Page no. 6 of 36,	1	BROAD SCOPE OF WORKS: 1. to make approach road wherever required,	Tender calls approach road for pertaining to this package material shifting to storage or erection place only. Please confirm.	As per requiremnet wherever required during E&C same to be considered in bidder's scope.
10	TES_SCR_Talchar, Page no. 4 of 36,	1	k. Long travel drive: Electric motor with suitable coupling & electro hydraulic Thruster brakes	Bidder would like to propose direct drive geared motor along with VVVF drive & DC Electromagnetic brake for travel drive. Same will be compact & advance design followed globally. Same type of arrangement, NTPC has already accepted in our recently executed project THDC Khurja.	Agreed. Direct drive geared motor along with VVVF drive & DC Electromagnetic brake for long travel drive is also acceptable.
11	TES_SCR_Talchar, Page no. 5 of 36,	4	Stockyard Management System shall be provided complying completely with the requirements as per NIT specification and C&I Annexure to sub section A-20, Part-B consisting of: a) 3D Coal Stockpile Mapping and Visualization b) Hotspot Detection system and interfacing for automatic Sprinkler Operation c) Readiness for Unmanned Operation of Reversible Stacker & Reclaimer Machine d) Operating modes for Reversible Stacker & Reclaimer Machine in Stockyard Management System e) Features of Automatic operation f) CCTV g) Interfacing with Other Systems and Packages at Site h) System Hardware i) Online Healthiness Monitoring of Bearings & Gearboxes of Reversible Stacker & Reclaimer Machine	Stockyard Management System is a completely the separate subject. This is being a equipment package, hence it's very challenging to integrate or interface with CHP system. Separate agencies are available to execute the complete stockpile management system and we are not expert in this area. Hence bidder would like to exclude from this package. Kindly confirm.	Bidder to comply with technical specifications.
12	TES_SCR_Talchar, Page no. 25 of 36,	g	List of Drawings to be submitted for each item/system shall be intimated to the successful bidder during detailed engineering and drawings shall be submitted in line with the list. Engineering c. Stability Calculation considering seismic and wind loads.	According to company policy, we are unable to submit the Stability Calculation, assembly & Fabrication drgs & other structures of any proprietary equipment. Hence review and vetting clause is not applicable.	Bidder to comply with technical specifications.
	TES_SCR_Talchar, Page no. 25 of 36,	i	i. Review and vetting of Fabrication drgs & other structures (if applicable)		
13	TES_SCR_Talchar, Page no. 12 of 36,	22	Bidder shall validate the mechanical and structural design of Stacker cum Reclaimer by Finite Element Analysis method to demonstrate that the stresses are within allowable limits. The same shall be vetted by reputed institutions like IITs/IISc etc./International consultant before review of NTPC/ BHEL.	Being a proprietary equipment, FEA of machine will be done by tkll and will be explained to client at tkll office in Pune for understanding during drawing approval, if necessary. Vetted by reputed institutions like IITs/IISc etc./International consultant before review of NTPC/ BHEL is excluded from bidder scope.	Bidder to comply with technical specifications.
14	TES_SCR_Talchar, Page no. 26 of 36,	47	Construction Power and Construction Water Facilities shall be provided at one location. Bidder to make his own arrangements to take it to his working location.	We understand same shall be provided at free of cost. Please confirm.	Will be replied shortly
15	TES_SCR_Talchar, Page no. 7 of 36,	5	TRAINING MODULE for Reversible Stacker Reclaimer machine comprising following aspect: The Successful Bidder shall conduct training of engineers of the Owner on engineering, operation and maintenance of the Machine at the Successful Bidder's or Associates or Sub Vendor's premises	In our opinion, site training shall be more effective during the erection activity. Hence we proposed training at actual site only.	Bidder to comply with technical specifications.
16	016-Annexure-15 Drg & document Submission Schedule		SCHEDULED FIRST 2D AUTOICAD SUBMISSION (NO. OF DAYS FROM LOA DATE, SCHEDULED FIRST 3D SMARTPLANT SUBMISSION (NO. OF DAYS FROM LOA DATE	Schedule & submission period shall be discussed & finalized after receipt of order.	Bidder to comply with the submission schedule provided in Annexure-15.
17	Annexure-7 Mech Mandatory Spares list,		4. Bearings excluding slewing bearings	Bearing considered for all pulleys, Travel wheel, bucket wheel. But excluding all Pivot connection bearing since those are maintenance free bearing. Kindly confirm.	Bidder to comply with technical specifications.
18			23. Rail clamp assembly	Under this clause, we are presuming manual rail clamp and only mechanical part of Electro-hydraulic thruster operated rail clamp. Kindly confirm.	Bidder to consider complete rail clamp

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19	dt. 19.4.22, TechAmdtNo01,	1093	c) 3D modelling software is included in Bidder scope and bidder to provide "compatible hardware " required for operating the software to view and edit 3D models smoothly in line with specification requirement .By "compatible hardware " it is meant that the hardware meets the "minimum recommended requirement" as per the software OEM .	As this package include one number machine only. Hence we understand, 3D modelling software (in SmartPlant 3D version only) with licenses shall be a part of BHEL Scope, however bidder will furnish 3D Model under information categories.	3D Modelling Software is not in scope of bidder, however bidder to furnish the 3D model of reversible stacker reclaimer machine as per the requirements mentioned in clause e. of page 24 of 36 of Technical enquiry specifications along with NTPC Spec requirements.
20	dt. 19.4.22, TechAmdtNo01, cl. no. 1019		Indoor hydrants shall also be provided for Coal Shed. Bidder to comply with requirements of technical specification.	We understand this clause is not applicable for this package.please confirm our understanding.	"Indoor hydrants" for coal shed excluded from Bidder's scope, however all the other technical specifications such as water spray system for reversible stacker reclaimer machine shall be taken care by bidder.
21	SCC	12	Delivery schedule - Design, engineering and supply of stacker cum Reclaimer: 16 months from the date of LOI Erection and commissioning of Stacker cum Reclaimer: 6 months from the date of front availability	Bidder understand that Client/BHEL wiill handover front for erection within 10 month from date of LOI for bidders's erection activities and bidder will get another 6 month after front availability for completion of E&C activities. Kindly confirm bidder's understanding ? Bidder also request Client to provide tentative front availability date/schedule for it site mobilisation activities for E&C Works.	Will be replied shortly
22	TES_SCR Talcher	B	BROAD SCOPE OF WORKS/ SERVICES: Page 6/36 - Construction of temporary closed covered storage shed for storage & preservation of all supplied material for this package (with minimum dimensions: base area of 120 sq. m. x height 8m) with concrete flooring, sloped roof and rolling shutter.	Since bidder is not having any Civil works in scope , bidder request Client/BHEL to allow uses of Bare store container/s - of sizes 40 FEET X 10 FEET X 8 FEET for storage of bidder's supplies like Hydraulic , Lubrication and hardware and E&I items instead of construction of RCC store building only for storage purpose. Bidder will arrange these storage container , utilise during execution period and take them out after completion of erection activities from site.	Bidder to comply with technical specifications requirement. As per spec, concrete flooring is envisaged.
23	TES_SCR Talcher	B	BROAD SCOPE OF WORKS/ SERVICES: Page 9/36 - Supply and erection of counter weight shall be in bidder's scope.	Bidder request Client to get counter weights casted from their Civil agency , Bidder will supervise the job through their Civil engineer. Please confirm ? Bidder will provide Drawing and supervise the activities at site.	Not acceptable, Bidder to comply with technical specifications requirement
24	TES_SCR Talcher	B	BROAD SCOPE OF WORKS/ SERVICES: Page 17/36 - suitable RCC platform to be provided at one end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation	Bidder request Client to get constructed Suitable RCC platform for resting of Head end of Boom from their Civil agency , Bidder will supervise the job through their Civil engineer. Please confirm ? Bidder will provide Drawing and supervise the activities at site.	Suitable RCC Platform to be provided at BOTH end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation. Civil construction of the same will be done by BHEL Civil as per vendors drg / requirement. However, Walkways with hand railings as applicable shall be provided on both sides of boom conveyor by BIDDER.
25	TES_SCR Talcher	27	BROAD SCOPE OF WORKS/ SERVICES: Page 22/36 - Minor chipping i.e. up to 50mm thk, micro leveling, and providing shim plates for erection of equipment / items shall be in the scope of bidder.	Complete Rail & Rail accessories installation along with foundation bolts , Inserts and packing plates/shim plates shall be in scope of BHEL appointed Civil agency , Please confirm ?	Scope is clearly defined in BHEL tech. spec. Refer sheet 9 of 36 cl. No. 3 & 4. Bidder to follow scope as per NIT spec.
26	TES_SCR Talcher	38	BROAD SCOPE OF WORKS/ SERVICES: Page 22/36 - Bidder to note that CHP fronts during erection will be given progressively in a staggered manner. So, bidder has to consider and envisage mobilization of all resources required, including manpower, in a shortest possible time during execution time. For this bidder has to consider advance resource planning so that erection by the successful bidder is not delayed.	Bidder understand that client shall provide Approx. 200 R mtr rail corridor duly levelled and grouted rails for start of erection activities , In getting such small front Bidder has not envisages any delay / staggered manner front availability from Client , Please confirm bidder's understanding?	Will be replied shortly
27	TES_SCR Talcher	J	FACILITIES TO BE PROVIDED BY THE OWNER/ BHEL: - Page - 33/36 Construction power (chargeable): BHEL will provide one Source of Construction Power from where Vendor to tap power by installing Electric Meter and Electricity charges will be deducted from their bill at per rates prevailing to Site. Further distribution including tariff/energy meter, Power Cabling and other equipments required installation, shall be carried out by the bidder as per his requirement. Location of the tap point shall be at any place in the power plant. Location shall be provided during detailed engineering.	Bidder request client to provide Construction power point source near bidder's area of instaltion (Near SCR Machine) within 500 R Mtr to tap power for its construction purpouse. Bidder also request to kindly confirm on Per unit rate for charge such consumption of constructuion power for cost consideration purpouse.	Will be replied shortly

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28	TES_SCR Talcher	J	FACILITIES TO BE PROVIDED BY THE OWNER/ BHEL: - Page - 33/36 Land at free of charge as available for the construction of handling plant. No space will be provided by the Customer/ BHEL for the Contractor's labour colony. All facilities for labour housing shall be the sole responsibility of the Contractor.	Bidder request client/BHEL to provide land/space dully levelled and compacted , within plant premises and near bidder’s area of installation (near SCR machine erection position) for storage of supplies and construction of Bidder site office , closed store container etc. to avoid frequent shifting / handling of ODC consignment of SCR Machine which requires crane & trailers. Bidder request client to provide Approx. 15,000 SQM space - Open storage yard - 100 Mtr x 100 Mtr - 10,000 SQM Space for Bidder site office , closed store and bidder's subcontractors office etc - 5000 SQM (100 Mtr x 50 Mtr) near stockyard equipment’s location	Will be replied shortly
29	General			Bidder request Client/BHEL to provide approach roads duly levelled and compacted for erection of SCR machine during execution of works at site . Please confirm	Approach roads as per requirement wherever required during E&C shall be considered in bidder's scope.

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Replies to prebid queries-Commercial

Sl. No.	Document	Clause No.	Heading / Title	Comments	BHEL Reply
A	Commercial				
1	SCC	38	Limitation of Liability	<p>We request BHEL to modify this clause as per your earlier Projects BHEL Panki and BHEL Sagardighi</p> <p>Limitation of Liability</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>a. the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Owner and</p> <p>b. the aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.</p> <p>(NTPC GCC Cl. 30 - Limitation of Liability)</p>	Tender conditions shall prevail.
2	GCC	29	Force Majeure	<p>We request BHEL to modify this clause as per your earlier Projects BHEL Panki and BHEL Sagardighi</p> <p>Force Majeure</p> <p>(a) Notwithstanding anything contained in Clause 13.0, if at any time during the continuance of the Order/Contract, the performance in whole or in part by either party of any obligations under the Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>(b) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.</p> <p>(c) In the event of the parties hereto not able to agree that a force majeure event has occurred or if an mutually satisfactory solution is not arrived at as mentioned under clause 54(b) above, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>(d) Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>	Tender conditions shall prevail.
3	SCC	20	Mobilization advance	Bidder requests BHEL to provide interest free Mobilization advance amounting to 10% Contract Price against Advance Bank Guarantee (ABG) for equivalent amount,	Tender conditions shall prevail.
8	GCC	27	Termination of contract	<p>We request BHEL to modify this clause as,</p> <p>Any termination of Contract by either party could be only for breach or failure by other party which has not been remedied, or for bankruptcy or insolvency of either party and for causes which are beyond the control of either party.</p>	Tender conditions shall prevail.

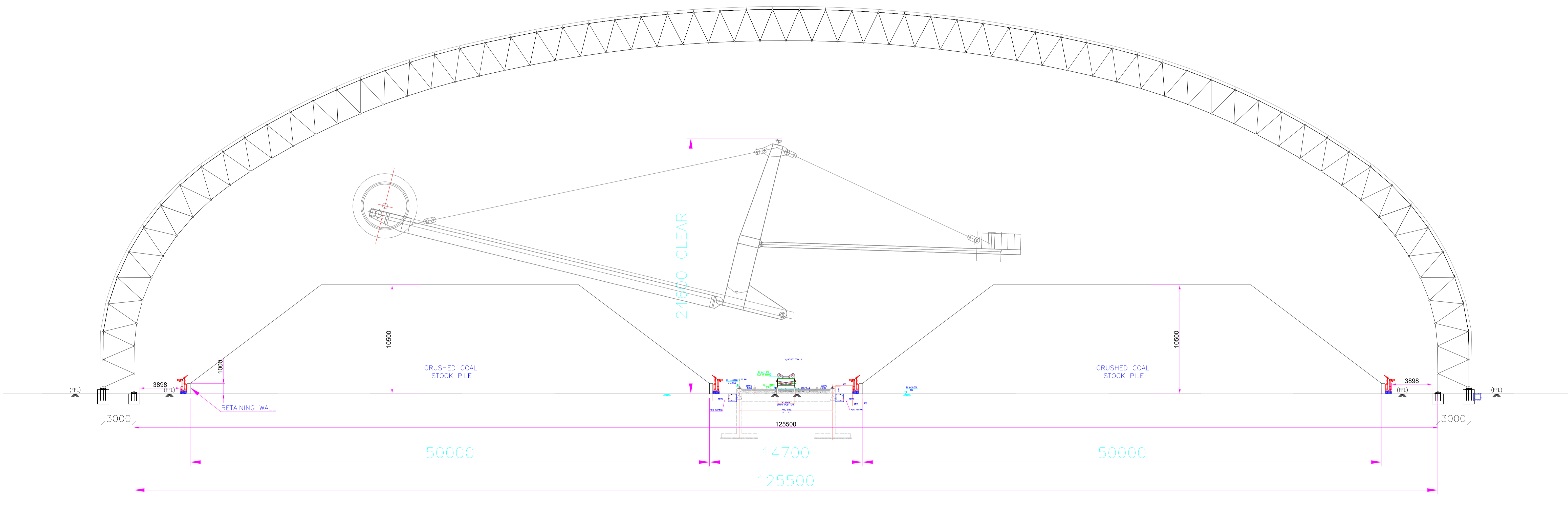
				<p>In the event of termination of Contract, the Seller shall be entitled to receive all payments for the supplies effected and for the work in progress up to the date of receipt of such notice.</p> <p>Seller has the right to terminate the Contract if the Buyer fails to pay the Seller the amount due within 60 (sixty) days after the expiry of the due date within which payment is to be made, or in case of prolonged suspension that affects the entire Contract.</p>	
9	To be added		Suspension	<p>Either party can suspend the Contract for breach or failure by the other party which could not be remedied or for any Force Majeure conditions. Seller shall be entitled for extension of Completion Schedule and price Compensation as well as any incidental charges arising thereof for the duration of suspension as per mutually agreed terms.</p> <p>If the Buyer fails to certify a payment or pay the Seller the amount due and fails to explain why the Seller is not entitled to such amount within 30 (thirty) days after the expiry of the due date of such payment, the Seller may suspend the supply after giving 30 (thirty) days' prior notice to the Buyer. Such action shall not prejudice the Seller's entitlements to payments otherwise due and to terminate the Contract as per the provisions hereof.</p>	Tender conditions shall prevail.
10			General Issues on Previous Project under execution	Delay in receipt of MRC acknowledgment copy from Customer/Site, hence request BHEL to issue MRC certificate within 24 Hrs after receipt of material at site.	Tender conditions shall prevail.
11			General Issues on Previous Project under execution	Manual preparation of Material Receipt Certificate, request BHEL to provide system generated MRC certificate within 24 Hrs after receipt of material at site.	Tender conditions shall prevail.
12			General Issues on Previous Project under execution	Facility of Bulk uploading of Commercial invoices in customer portal not available & needs to update individual invoice with manual entry of around 30 to 35 fields, request BHEL to review the same at their end.	Will be reviewed by BHEL.
13			General Issues on Previous Project under execution	Lot of work duplication since which involves uploading of Main Invoice & MRC Invoice needs to be done.	Tender conditions shall prevail.
14			General Issues on Previous Project under execution	Customer needs Vendor Invoice for all dispatches. (Customer has included open ended statement, "any additional documents required by BHEL, vendor needs to comply for the same.).	Tender conditions shall prevail.
15			General Issues on Previous Project under execution	Sun-set clause' (end date for warranty obligation, in case delay in client obligations) needs to be defined for warranty obligation, which is not part of contract	Tender conditions shall prevail.
16			General Issues on Previous Project under execution	PGT obligation to be restricted to certain time frame, in case client obligations are delayed	Tender conditions shall prevail.
17			General Issues on Previous Project under execution	Time frame to be defined for client obligations like issuance of Drawing approval / comments, MDCC issuance, MRC signing at site, receipt acknowledgement on LRs	Tender conditions shall prevail.
18	<p>Contract Performance Bank Guarantee</p> <p>Cl. no.11 of SCC and clause no.11.2 of GCC-R1, page 12 of 28</p>		<p>Contract Performance Bank Guarantee for 5% of Order/Contract value for the total package (excluding GST & freight). to be submitted within 15 days from the date of Letter of Intent (LOI).</p> <p>Validity of the Bank Guarantee shall be for the entire Guarantee period+ plus 3 months claim period</p>	<p>As per Government of India, Ministry of Finance, Department of Public Enterprises Notification F.No.DPE/7(4)/2007 dated 8.02.2022, Bidder can issue Insurance guarantee. Hence, bidder will have the option to issue either Bank Guarantee or Insurance Guarantee. The first such Insurance Guarantee was launched on 19.12.2022 by the Honorable Minister for Road, Transport and Highways Mr.Nitin Gadkari through Bajaj Alliance General Insurance. Further being MSME, we request you to accept Performance Security for 3% of the contract value.</p> <p>Hence based on this Government of India notification, we request you to consider for Insurance Guarantee of 3% of contract value towards Contract Performance Guarantee.</p> <p>If there is any delay in Project Execution period beyond 3 months of contract period, then the PBG / Insurance Guarantee has to be returned to the Vendor without any conditions. .</p>	Tender conditions shall prevail.

19	Terms of payment CI no.19 of SCC, CI No. 9.00 of GCC, page 7 of 28	<p>A:For Supply of Goods (Main Supply)</p> <p>i)Two & half Percent (2.5%) of the ex works price of materials supplied against submission of basic/ detail Engineering drawings/ documents on prorata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format .The pro rata payment shall be as per the list of drawings/documents enclosed under Annexure-20 and the weightage indicated against each drawing/ document thereon.</p> <p>(ii). Two & half Percent (2.5%) of the ex works price of materials supplied against customer approval (CAT-I)/approved as noted by customer (CAT-II) of basic/ detail Engineering drawings/ documents on pro-rata basis against submission of Bank Guarantee of an equivalent amount as per BHEL format. The pro rata payment shall be as per the list of drawings/documents enclosed under Annexure-20 and the weightage indicated against each drawing/ document thereon.</p> <p>iii) Sixty Five (65%) of ex works price of materials supplied, as per approved billing schedule, along with 100% GST (as</p>	<p>Drawings / documents submitted to BHEL for approval should be approved within 15 days. If approval / comments are not given by BHEL, within 21 days from the date of submission, then the drawings are deemed to have been approved.</p> <p>i) Seventy (70%) of the supply value of materials supplied, as per approved billing schedule, along with 100% GST, shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis. For enabling timely dispatch of items and to claim payments against MRC, the following timeline is to be followed: a) Inspection of items have to be completed within 15 days from the date of inspection call. b) MDCC has to be issued within 5 days of completion of Inspection or Inspection call. c) MRC is to be issued by BHEL within 24 hours of vehicle entering the Project site. Similarly, MRC from the end customer has to be issued within 72 hours. ii) Fifteen (15%) of ex works price of materials supplied along with 100% freight shall be released progressively on pro-rata basis on receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM/End customer. iii. Five (05%) of total ex works price of materials shall be released on prorata basis against commissioning of the individual items as per the approved Billing. iv. Five (05%) of total ex works price of materials shall be released against Trial Operation of the SCR Machine v. The last 5% payment has to be released without a BG / Insurance Guarantee if "no load" trial operation of the SCR is not taken up within 3 months of completion of erection due to reasons not attributable to the bidder.</p>	Tender conditions shall prevail.
20		<p>B. For supply of Services (E&C, PG Test, Handing over etc.)</p> <p>i)Seventy Five percent (75%) payment on prorata basis for the erection work completed, as per approved billing schedule, shall be payable against submission of MB (Measurement Book), RAB (Running Account Book) and other related documents duly certified by BHEL Engineer/RM. Further, break up for activities involved in completion of erection work shall be mutually agreed during execution of contract.</p> <p>ii. Fifteen percent (15%) payment on pro-rata basis on successful completion of commissioning of the individual items as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)and other related documents duly certified by BHEL Engineer/RM.</p> <p>iii. Five percent (5%) of the total value shall be payable on successful trial operation of the SCR Machine, on submission of protocols, duly signed by BHEL site Engineer/ BHEL's Customer.</p> <p>iv. Five percent (5%) of the total value shall</p>	<p>i)Seventy Five percent (75%) payment on pro-rata basis for the erection work completed, as per approved billing schedule, shall be payable against submission of MB (Measurement Book), RAB (Running Account Book) duly certified by BHEL Engineer/RM..</p> <p>ii. Fifteen percent (15%) payment on prorata basis on successful completion of commissioning of the individual items as per approved billing schedule, shall be payable against submission of MB(Measurement Book), RAB (Running Account Book)</p> <p>iii. Five percent (5%) of the total value shall be payable on successful trial operation of the SCR Machine, on submission of protocols, duly signed by BHEL site Engineer/ BHEL's Customer.</p> <p>iv.. The last 5% payment has to be released without a BG / Insurance Guarantee If "no load" trial operation of the SCR is not taken up within 3 months of completion of erection due to reasons not attributable to the bidder.</p>	Tender conditions shall prevail.

21	Liquidated Damages for delay in completion (CI no.23 of SCC and cl no.16.2.1 of GCC-R1)		<p>1. LD for Main supply: Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (%) percent of the total main supply contract price per week or part thereof, subject to a maximum of 7.5% of the total main supply contract price excluding GST and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>2. LD for Mandatory spares supply: Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (%) percent of the delayed spares supply price per week or part thereof, subject to a maximum of 5% of the total spares supply contract price excluding GST and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/Contract.</p> <p>3. LD for E&C Contract: Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (%) percent of the total E&C</p>	<p>1. We agree for L.D. for delay in supply @0.5%main supply contract price per week, subject to a maximum of 5% of the total main supply contract price excluding GST and freight.</p> <p>2. We agree L.D.@ 0.5% of mandatory spares value per week, subject to a maximum of 5% of the total spares supply contract price excluding GST and freight.</p> <p>3) We agree for LD @0.5%of E& C contract, price per week, subject to a maximum of 5% of the total E&C contract price excluding GST.</p>	Tender conditions shall prevail.
22	Liquidated Damages towards performance (CI no.24 of SCC)		<p>In case of un-remedied Excess in overall auxiliary power consumption as mentioned by the vendor in Annexure III to SCC the vendor shall be liable to pay BHEL by way of LD for performance shortfall for each equipment as stipulated below:</p> <p>LD: USD 5195/- for every 1 KW increase in auxiliary power consumption. Exchange Rate shall be based on the exchange rate (TT selling rate of State Bank of India) as on of respective payment from which the above recovery shall be effected).</p> <p>Maximum Liability on account of Guaranteed performance parameters is limited to 15% of total contract price awarded for this package. Equivalent INR shall be recovered per KW.</p>	<p>In case of un-remedied Excess in overall auxiliary power consumption the agreed LD for performance shortfall will be as stipulated below:</p> <p>For all domestic contracts, L.D. should be charged in Indian Rupees only and not to be calculated on equivalent US Dollar amount.</p> <p>The Maximum Liability on account of Guaranteed performance parameters is limited to 5% of total contract price.</p> <p>Maximum L.D. on account of delay and guaranteed performance parameters is limited to 10% of total contract price.</p>	Tender conditions shall prevail.
23	Insurance CI no.17.1 of GCC-R1		Insurance shall be arranged by BHEL	Insurance is under the scope of BHEL. Hence, once the items are delivered at the project site, it will become the responsibility of BHEL. The project site should be secured by wall / peripheral fencing and there should be control of exit and entry at the Gate by security deployed by BHEL / end Customer to avoid entering of unauthorized persons into the project site.	Tender conditions shall prevail.

24	Guarantee/ Defects Liability: (CI no.10, of SCC)		<p>Defects Liability/Guarantee/Warranty period shall be 12 months from the date of Successful completion and acceptance of the PG test of stacker cum reclaimer machine. At the end of defect liability period, the contractor liability ceases except for latent defects. The contractor liability for latent defects warranty shall be limited to a period of five years (5) from the end defects liability period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period.</p> <p>.Bidder shall be required to furnish a "letter of support" for successful performance of Reversible stacker cum reclaimer machine valid for a period of seven (7) years (from LOI date) or up to the end of defect liability period of the contract whichever is later, as per the format enclosed with the bidding documents(at annexure-I to SCC). The "letter of support" should be submitted by successful bidder at the time of placement of order</p>	Guarantee / Defect Liability Period shall be 18 months from the date of completion of facilities or 12 months from the date of Operational Acceptance of the facilities whichever is earlier.	Tender conditions shall prevail.
25	Due date for submission of Bid		The tender is due for submission on 31.12.2022	We request for 3 weeks extension for submission of the bid, from the date of receipt of your reply for all the queries.	Refer Corrigendum-2

Technical Clarifications for Reversible Stacker cum reclaimer Package for Coal handling system for Talcher Thermal Power Project stage-III (2x660MW)			
NIT No:77/22/6128/RRC Clarifications-1 dated 28-12-2022			
The below mentioned BHEL's clarifications are applicable to all the bidders.			
Sl. No.	Clause No	Existing	Read As
1	TES_RSCR_Talcher, Page no. 17 of 36, Cl.14	Suitable RCC platform to be provided at one end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation. Walkways with hand railings shall be provided on both sides of boom conveyor.	Suitable RCC platform to be provided at BOTH end of travel of the Reversible stacker cum reclaimer to rest the head end of the boom while either under maintenance or out of operation. Civil construction of the same will be done by BHEL Civil as per vendors drg / requirement. However, Walkways with hand railings as applicable shall be provided on both sides of boom conveyor by BIDDER .
2	TES_RSCR_Talcher, Page no. 14 of 36, Cl.3	As per the layout the Reversible stacker cum Reclaimer machine shall be suitable to operate and shall be able to form 2 nos. stockpile of total capacity = 150000 MT minimum and the base of stockpile shall be 50m and height shall be 10m.	As per the layout the Reversible stacker cum Reclaimer machine shall be suitable to operate and shall be able to form 2 nos. stockpile of total capacity = 150000 MT minimum and the base of stockpile shall be 50m and height shall be 10.5m. Also, the machine operation shall be suitable for operation within the coal shed . Bidder to refer the Updated coal shed sketch for the same.
3	TES_RSCR_Talcher, Page no. 4 of 36, Cl.k	k. Long travel drive: Electric motor with suitable coupling & electro hydraulic Thruster brakes	k. Long travel drive: Electric motor with suitable coupling & electro hydraulic Thruster brakes OR Direct drive geared motor along with VVVF drive & DC Electromagnetic brake for long travel drive is also acceptable.



CROSS SECTION OF COAL STOCKPILE SHED