

Project: NTPC Patrattu STPS (3 X 800 MW)

**CORRIGENDUM
NO. 4 dt.
27.03.2022**

**Machine Package (Package A)-Bucket
Wheel Stacker cum Reclaimer
3X800MW PVUNL, Jharkhand State**

**Tender Ref. No.
Enquiry No.
77/21/6111/JRK Dated
14-02-2022**

Please note the following point

Sl. No.	Event Description	TO NOTE
1	Techno-commercial	Corrigendum issued for the following: 1. Due date for bid submission - extension upto 4th April, 2022. 2. Techno-commercial clarifications issued.
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>

<u>Contact Person:</u>	
Technical-	Sandeep Sadu Dy. Manager/ Engineering (Mech) E-MAIL: ssd@bhel.in Ph. No. +91-080-2218 4219
Commercial-	J.R.Sumanjali.K., Manager/ Purchase E-MAIL: jrk@bhel.in Ph. No. +91-080-2218 4314 Shabeer Dewan, DGM/ MM EMAIL: sbd@bhel.in Phone:- +91 80 2218 4585

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.

Project - 3X800MW PVUNL, Jharkhand State, Machine Package (Package A)-Bucket Wheel Stacker cum Reclaimer

Enquiry Reference Number - Enquiry No: 77/21/6111/JRK

Corrigendum to commercial terms and conditions

Sl.no.	Document No.	Clause No.	BHEL Requirement / Existing	BHEL Response / to be read as
1				<p>New clause added</p> <p>Aggregate Liability: The aggregate liability of the Contractor to the Owner/Purchaser, 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 Employer/Owner/Purchaser with respect to patent infringement.</p>
2	GCC	29	<p>FORCE MAJEURE: 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. In the event of the parties hereto not able</p>	<p>New sub clause added to existing Clno. 29 a,b, c of Force Majeure-GCC-R1</p> <p>(d) 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>

			to agree that a force majeure event has occurred, 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. 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.	
3				New clause added Interest on Amounts: No interest, whatsoever, shall be payable by the Purchaser / BHEL to the bidder / contractor on any earnest money or on the Bank Guarantee or security deposit submitted or on any delayed payment by BHEL to the bidder / contractor or on any amount due to the bidder/ contractor.
4				New clause added LAWS GOVERNING THE CONTRACT This Contract, including all matters connected with this contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.
5				New clause added JURISDICTION OF COURT Courts at Bangalore, India shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
6				New clause added - Footnote to BOQ - rev 01 Operation & Maintenance of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (shifts as defined in the specification) - 60 Manshifts will be utilised by purchaser in the span of 3 months from the start date of first O&M shift.
7	SCC	37	Arbitration: Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: All questions and disputes/ difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its	Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as: All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question,

		<p>clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or</p>	<p>claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by BHEL. BHEL will suggest three names, giving opportunity to contractor or vendor to choose one of them as sole arbitrator and in case parties could not mutually agree on the sole arbitrator, then the Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, another person to act as sole arbitrator shall be appointed in line with Arbitration and Conciliation Act 1996 and any Amendments / modification thereon and re-enactments thereof from time to time and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall</p>
--	--	--	--

		<p>amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.</p> <p>The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.</p> <p>The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract”.</p> <p>Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>	<p>pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The contract shall be governed by and construed in accordance with laws of India, without regards to any conflict of laws principles. The Venue and seat of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. Each party submits to the jurisdiction of Courts of Bengaluru for the purposes adjudicating any disputes or differences relating to this contract or arising out of this contract or compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions. The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per enclosed document. Clause no. 32.1, 32.2 & 32.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.</p>
--	--	--	---

Item Rate BoQ

Tender Inviting Authority: BHEL-JSG

Name of Work: System Design, Engineering, Manufacturing, Supply, E&C & PG Test etc. of Main STACKER CUM RECLAIMER Package as per Technical Specifications and Terms & Conditions for 3X800MW PATRATHU TPS, HARKHAND

Enquiry No: 77/21/6111/JRK

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	FOB Inclusive of sea worthy packing & forwarding charges, applicable Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty etc. after availing all benefits INCLUDING ALL OTHER TAXES-Basic Rate all inclusive excl. GST (foreign/indian) In Figures To be entered by the Bidder in respective currency	TOTAL AMOUNT, It will be convert in Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	12	13	53	55	
1	Indian Bidders-Scope includes complete Design, Engineering, manufacture, supply, PG test, O&M & handing over of Complete bucket wheel stacker cum reclaimer machines with its Mechanical & electrical works & accessories and associated minor civil works as per the scope mentioned in technical enquiry specification.MAIN SUPPLY & MANDATORY SPARE SUPPLY							
1.01	Complete Unidirectional bucket wheel Stackers cum Reclaimer Machine with accessories (including Design, Engineering, Manufacturing, Inspection, Supply with Mechanical and electrical and C&I accessories as per the scope mentioned in technical enquiry specifications,Rails & rail fixture for machine , including belting for boom conveyor, belt weigher, end stops, storm anchors, air conditioning for operator cabins, all electricals, hydraulic drives (as applicable) , with complete accessories , all Electrical and C&I items required for Machine as per NIT specifications .	2.0000	SET	INR		0.0000		
1.02	Machine Mounted DS system for Unidirectional bucket wheel Stackers cum Reclaimer Machine	2.0000	SET	INR		0.0000		
1.03	Mechanical Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR MECHANICAL MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(A))	1.0000	Lot	INR		0.0000		
1.04	Electrical C&I Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR ELECTRICAL C&I MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(B))	1.0000	Lot	INR		0.0000		
1.05	Freight Charges for main supply	1.0000	Lot	INR		0.0000		
1.06	Freight Charges for spares	1.0000	Lot	INR		0.0000		
1.07	Packaging, Dispatch and Transportation of BUCKET WHEEL STACKER CUM RECLAIMER MACHINES from works to site, receipt, unloading, lifting/shifting to closed/open storage, shifting to erection location, Storage, to make approach road wherever required, round the clock security of closed & open storage and erected material, Erection, alignment, Carrying out Pre-Commissioning, Commissioning, integration with Coal handling plant, Performance Guarantee Tests, Reliability Test Run, obtaining Provisional Acceptance Certificate (PAC), Final Acceptance Certificate (FAC), touch up painting and handing over of the machines which are under the scope supply and service of the bidder.	1.0000	LOT	INR		0.0000		
1.08	Construction of temporary open storage yard and closed storage shed as per specification for storing the items/ sub-assemblies of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE despatched to site.	1.0000	LOT	INR		0.0000		
1.09	TRAINING MODULE for MACHINES COMPRISING FOLLOWING ASPECT: Product design, Basic design features, Theory & principle of operation, Latest technological trends in Coal handling plant and design Plant Visit, Testing facilities, Operational feedback, O&M history/problems related to machines and plant Visit to Manufacturer's Work-, Manufacturing process of Coal handling equipments Operation & Maintenance of Plant, Trouble shooting and fault analysis, Familiarization of special maintenance techniques, Special tool and tackles familiarization	1.0000	Lot	INR		0.0000		
1.10	Operation & Maintenance of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (shifts as defined in the specification)	60.0000	Manshifts	INR		0.0000		
1.11	CIF Content included in the quoted price. (Bidder to note that this price is for information only and the same will not be added for arriving at the grand total price for evaluation.)	1.0000	Lot	INR		0.0000		
2	Foreign Bidders-Scope includes complete Design, Engineering, manufacture, supply, PG test, O&M & handing over of Complete bucket wheel stacker cum reclaimer machines with its Mechanical & electrical works & accessories and associated minor civil works as per the scope mentioned in technical enquiry specification.MAIN SUPPLY & MANDATORY SPARE SUPPLY							
2.01	Complete Unidirectional bucket wheel Stackers cum Reclaimer Machine with accessories (including Design, Engineering, Manufacturing, Inspection, Supply with Mechanical and electrical and C&I accessories as per the scope mentioned in technical enquiry specifications,Rails & rail fixture for machine , including belting for boom conveyor, belt weigher, end stops, storm anchors, air conditioning for operator cabins, all electricals, hydraulic drives (as applicable) , with complete accessories , all Electrical and C&I items required for Machine as per NIT specifications .(For items sourced from outside India)	1.0000	Lot	USD		0.0000		
2.02	Machine Mounted DS system for Unidirectional bucket wheel Stackers cum Reclaimer Machine (For items sourced from outside India)	1.0000	Lot	USD		0.0000		
2.03	Complete Unidirectional bucket wheel Stackers cum Reclaimer Machine with accessories (including Design, Engineering, Manufacturing, Inspection, Supply with Mechanical and electrical and C&I accessories as per the scope mentioned in technical enquiry specifications,Rails & rail fixture for machine , including belting for boom conveyor, belt weigher, end stops, storm anchors, air conditioning for operator cabins, all electricals, hydraulic drives (as applicable) , with complete accessories , all Electrical and C&I items required for Machine as per NIT specifications .(For items sourced from India)	1.0000	Lot	INR		0.0000		
2.04	Machine Mounted DS system for Unidirectional bucket wheel Stackers cum Reclaimer Machine(For items sourced from India)	1.0000	Lot	INR		0.0000		
2.05	Mechanical Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR MECHANICAL MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(A)).(For items sourced from outside India)	1.0000	Lot	USD		0.0000		
2.06	Mechanical Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR MECHANICAL MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(A)).(For items sourced from India)	1.0000	Lot	INR		0.0000		
2.07	Electrical C&I Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR ELECTRICAL C&I MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(B)).(For items sourced from outside India)	1.0000	Lot	USD		0.0000		

2.08	Electrical C&I Mandatory spares for BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (as per Annexure-7 TOTAL FOR ELECTRICAL C&I MANDATORY SPARES FOR BUCKET WHEEL STACKER CUM RECLAIMER MACHINE -----(B)).(For items sourced from India)	1.0000	Lot	INR		0.0000	
2.09	Total Ocean freight charges for transportation upto Indian port for items sourced from outside India (Main supply)	1.0000	Lot	USD		0.0000	
2.10	Total Ocean freight charges for transportation upto Indian port for items sourced from outside India (Spares)	1.0000	Lot	USD		0.0000	
2.11	Total Inland freight charges for transportation from Indian port to Site for items sourced from outside India (Main supply)	1.0000	Lot	INR		0.0000	
2.12	Total Inland freight charges for transportation from Indian port to Site for items sourced from outside India (Spares)	1.0000	Lot	INR		0.0000	
2.13	Total Inland freight charges for transportation upto Site for items sourced from India (Main Supply)	1.0000	Lot	INR		0.0000	
2.14	Total Inland freight charges for transportation upto Site for items sourced from India (Spares)	1.0000	Lot	INR		0.0000	
2.15	Packaging, Dispatch and Transportation of BUCKET WHEEL STACKER CUM RECLAIMER MACHINES from works to site, receipt, unloading, lifting/shifting to closed/open storage, shifting to erection location, Storage, to make approach road wherever required, round the clock security of closed & open storage and erected material, Erection, alignment, Carrying out Pre-Commissioning, Commissioning, integration with Coal handling plant, Performance Guarantee Tests, Reliability Test Run, obtaining Provisional Acceptance Certificate (PAC), Final Acceptance Certificate (FAC), touch up painting and handing over of the machines which are under the scope supply and service of the bidder.	1.0000	lot	INR		0.0000	
2.16	Construction of temporary open storage yard and closed storage shed as per specification for storing the items/ sub-assemblies of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE despatched to site.	1.0000	lot	INR		0.0000	
2.17	TRAINING MODULE for MACHINES COMPRISING FOLLOWING ASPECT: Product design ,Basic design features,Theory & principle of operation,Latest technological trends in Coal handling plant and design Plant Visit,Testing facilities,Operational feedback,O&M history/problems related to machines and plant Visit to Manufacturer's Work,- Manufacturing process of Coal handling equipments Operation & Maintenance of Plant,Trouble shooting and fault analysis, Familiarization of special maintenance techniques,Special tool and tackles familiarization	1.0000	lot	INR		0.0000	
2.18	Operation & Maintenance of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (shifts as defined in the specification)	60.0000	Manshifts	INR		0.0000	
NOTES:							
1	Price evaluation shall be done as per relevant clause of Notice Inviting Tender (NIT).						
2	Price shall be quoted separately for each line item in the above format as applicable for Indian/Foreign bidders. Indian bidders shall put "0" in all the items mentioned under Foreign bidders scope and vice-versa.						
3	Import benefits under the deemed export project shall be limited to the CIF content value indicated in the Price bid format subject to the ceiling limit indicated in the Special Conditions of Contract (SCC). For imports beyond the maximum CIF content, all import implications like applica Basic Customs Duty, Education cess, anti-dumping duty, safeguard duty etc. shall be included in the basic price. Details as per the Special Conditions of Contract (SCC).						
4	Please read the technical specification before quoting.						
5	No flower bracket is allowed. For mandatory spares, bidder will calculate the price in annexure -7 and sub-total shall be indicated in the price format at respective row. Vendor to write "QUOTED" in Both the unprice format of BOQ and mandatory spares list and shall necessarily be submitted in technocommercial offer as a token of acceptance.						
6	Items/ equipment mentioned in the Price format doesn't indicate comprehensive scope of work & nor exhaustive and this price format must be read in conjunction with BHEL's enquiry specification (along with all enclosures therein), subsequent correspondence & MOM (Mechanical & Electrical) if made with the bidder.						
7	All Electrics, C & I which are required for completion of the system under this package in totality, shall be in bidder's scope of supply & works.						
8	Above quoted price is deemed to be inclusive of the supply of all consumables, flushing oil, first fill and topping up of oil till completion of PG test/ handing over, final painting after erection etc.						
9	Above quoted price is deemed to be inclusive of all equipments & item , accessories, hardware, foundation bolts (as applicable), gaskets, couplings, grouting materials, painting, shim plates etc. including all electrical & instrumentation, items required for completing the system, other specifically mentioned under exclusions.						
10	Above quoted price is deemed to be inclusive of design, engineering, detail engineering, manufacturing, inspection, supply, transportation, unloading receipt at site , construction of store & storage at site , security, erection & commissioning, handing over , demonstration of performance guarantee and safe operation of the equipment as required.						

Operation & Maintenance of BUCKET WHEEL STACKER CUM RECLAIMER MACHINE (shifts as defined in the specification) - 60 Manshifts will be utilised by purchaser in the span of 3 months from the start date of first O&M shift.