

Ref: PE/PG/EN1/E-5416/2016/Corrigendum/03

Date: 27/JAN/2017

DUE DATE
06-FEB-2017
BY 02.00 PM (IST)

Subject: Pre Bid Technical & Commercial clarifications for tender of GENERATOR CIRCUIT BREAKER of 2X660 MW ENNORE SEZ STPP

Our Tender Enquiry No. E-5416/2016 dated 28.12.2016 for GENERATOR CIRCUIT BREAKER OF 2X660 MW ENNORE SEZ STPP

This is in reference to the subject Tender Enquiry please consider:

Pre Bid Technical & Commercial clarifications asked by Bidders.

Thanking You

With regards

For & on behalf of BHEL



AMIT MEENA

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TECHNICAL SPECIFICATION FOR GENERATOR CIRCUIT BREAKER

2 X 660 MW ENNORE STPS

SPECIFICATION NO. PE-TS-412-510-E001

VOLUME II

CONTENTS SHEET

REVISION 0 DATE: 05.12.2016

SHEET 1 OF 1

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

1	Volume IV	4 of 39	2.01.00	PE-TS-412-510-E001	Grounding device is not applicable as not required.	n/a	n/a	n/a	BIDDER'S Reply: This is okay as per specification wording but this is being used for initial testing of protection system of Generator as per write up hence just for clarification that Manual short circuit link is applicable here	Noted.
2	Volume IV	3 of 39	1.00.00 point no 4	PE-TS-412-510-E001, REV-00	IEC 61869-2 for CT & IEC 61869-3 for VT	n/a	n/a	n/a	Clarification	Noted.
3	Volume IV	4 of 39	2.01.00	PE-TS-412-510-E001, REV-00	Miscellaneous bolting and gasket material required shall be fitted with equipment only no further requirement is afterword and Painting is as per factory standard.	n/a	n/a	n/a	Clarification	Noted.
4	Volume IV	4 of 39	2.01.00	PE-TS-412-510-E001, REV-00	Miscellaneous items for field erection, testing, pre-commissioning and performance testing is not applicable to BIDDER.	n/a	n/a	n/a	Please delete this as BIDDER'S has only supervision of ETC.	Items shall be provided as per annexure-A to the technical specification.
5	Volume IV	4 of 39	2.01.00	PE-TS-412-510-E001, REV-00	Temporary elements, if required, for field erection and testing not applicable to BIDDER.				Please delete this as BIDDER'S has only supervision of ETC	Items shall be provided as per annexure-A to the technical specification.
6	Volume IV	5 of 39	2.01.00	PE-TS-412-510-E001, REV-00	Spare parts for start-up and testing, until Provisional Acceptance				Please clarify Provisional acceptance.	Items shall be provided as per annexure-A to the technical specification.
7	Volume IV	9 of 39	3.01.01 ii 3.02.01 ii	PE-TS-412-510-E001, REV-00	A local/remote switch and Push-buttons for local control shall be provided.				1 no Local remote switch is for CB, disconnecter and earth switch. It means if Switch is in local then CB, disconnecter and earth switch cannot be operated from remote.	Noted.
8	Volume IV	11 of 39	3.05.02 i	PE-TS-412-510-E001, REV-00	Manual short circuit with switch				Please refer clarification on 4 of 39 clause 2.01.00 hence not applicable.	Noted.

9	Volume IV	14of 39	4.00.00	PE-TS-412-510-E001, REV-00	Witness of test shall be as per approved QAP and standard requirement only.				Please confirm.	Confirmed.
9.1	Volume IV	14of 39	4.01.00	PE-TS-412-510-E001, REV-00	Type test with Relevant standard shall be applicable.				Type test shall be as per IEEE C37.03, however a letter of conformance to fulfill new standard requirement can be given .	Noted. Refer corrigendum-2.
10	Volume IV	14of 39	4.02.00	PE-TS-412-510-E001, REV-00	ROUTINE TESTS ON GCB are performed according to the factory procedure based on standard. Or as per approved QAP				Please confirm.	Confirmed.
11	Volume IV	14of 39	4.03.00	PE-TS-412-510-E001, REV-00	Stored energy system test is not applicable at site Power frequencies withstand voltage tests				Stored energy system test : Not applicable for BIDDER'S GCB Electrical resistance measurement and Power frequency withstand voltage test are not appropriate to conduct at site, please find IEEE clarification attached.	Noted for stored energy system test. For Electrical resistance measurement and Power frequency withstand voltage test Bidder to comply to the technical specification.
11.1	System parameter	20 of 39	Point 5	PE-TS-412-510-E001, REV-00	Short circuit parameter	n/a	n/a	n/a	We have taken 63kA.	Noted.
12	Data Sheet A	24 of 39	3.00	PE-TS-412-510-E001, REV-00	The quoted breaker can have: 10NC + 14 NO Or 8NC + 12 NO Auxiliary contacts Disconnecter and earthing switch can have: 2NC+ 4 NO contacts. Increasing of the offered number of contacts can be done by multiplication of contacts in control circuit.	n/a	n/a	n/a	Lack of space in the HMB drive for additional contacts. Please confirm	Number of contacts shall be provided as per technical specification requirement. Multiplication may be done by using contact multiplication relay.

13	Volume II section II	Page 3 of 8	3.13.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Point no b & point no e is the same as our key interlocking is known as mechanical interlock.	n/a	n/a	n/a	Clarification.	Noted.
14	Volume II section II	Page 3 of 8	3.03.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Is: ...rate shall not exceed 5% of the total enclosure volume per hour.	n/a	n/a	n/a	We offer: ...Leakage test of system enclosure at 20 mbar / < 5 min	Bidder to comply to the technical specification.
15	Volume II section II	Page 5 of 8	3.15.05	SPECIFICATIO N NO. PE-SS-999-510-E001	Control signal terminals	n/a	n/a	n/a	For all functions BIDDER provide terminals at LCP, integration with control is not in BIDDER'S scope BHEL needs to provide annunciation via control room.	Noted.
16	Volume II section II	Page 5 of 8	3.16.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Interconnection Cables	n/a	n/a	n/a	Interconnection cable inside GCB system is only the responsibility of BIDDER hence outside interconnection is not under control of BIDDER'S and not applicable.	Noted.
17	Volume II section II	Page 8 of 8	11.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Operation manual does not cover instruction on how to disassemble and repair the critical items of the breaker like chamber, drive. This has to be done by certified engineers.	n/a	n/a	n/a	Clarification	Noted.
18	Volume II section II	Page 8 of 8	10.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Training shall be arranged for six person in 2 days at our works.	n/a	n/a	n/a	Clarification	Bidder to follow technical specification. This can be discussed during detailed engineering.

19	Volume II section II	Page 7 of 8	09.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Supervision of erection & Commissioning don't need any additional equipment	n/a	n/a	n/a	Please specify, if needed.	Items shall be provided as per annexure-A to the technical specification.
20	Volume II section II	Page 8 of 8	10.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Training shall be arranged for six person in 2 days at our works.	n/a	n/a	n/a	Clarification	Bidder to follow technical specification. This can be discussed during detailed engineering.
21	Volume II section II	Page 7 of 8	08.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	The special tools and tackles which are required for Erection, assembly, disassembly, adjustment, and overhauling of GCB are not offered.	n/a	n/a	n/a	Special tools and tackles are coved in Annexure A STARTUP_AND_COMMISSIONING_SPARES.	Items shall be provided as per annexure-A to the technical specification.
22	Volume II section II	Page 7 of 8	06.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	Quality plan according to the factory standard shall be offered				Clarification	Noted.
23	Volume II section II	Page 6 of 8	05.00.00	SPECIFICATIO N NO. PE-SS-999-510-E001	5.01.00: Routine test as per factory standard or as per approved QAP 5.02.00: offered type test is as per IEEE C37.013 but BIDDER'S can submit a letter for conformance for meeting the new standard requirement. 5.03.00: Site test point I, iii & Vi is not in BIDDER'S scope				Clarification	Noted.
24	volume II section II,	sheet 6 of 8	5.02.00 TYPE TESTS	SPECIFICATIO N NO. PE-SS-999-510-E001	New standard requirement				Breaker was developed years before the release of IEC/IEEE 62271-37-013, hence it was been type tested according to IEEE C37.013 which was the only valid standard for generator circuit-breaker at that time. We can submit a letter of conformance that breaker has designed to meet the requirements of IEC/IEEE 62271-37-01	Noted. Refer corrigendum-2 to the technical specification.
25	volume II section II, Volume II section 1 ,	sheet 3 of 8 sheet 31 of 39	clause 3.02.00 clause 1.54 of Data sheet B	SPECIFICATIO N NO. PE-SS-999-510-E001 PE-TS-412-510-E001, REV-00	New standard requirement				Breaker was developed years before the release of IEC/IEEE 62271-37-013, hence it was been type tested according to IEEE C37.013 which was the only valid standard for generator circuit-breaker at that time We can submit a letter of conformance that breaker has designed to meet the requirements of IEC/IEEE 62271-37-013	Noted. Refer corrigendum-2 to the technical specification.

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE			
NAME	DESIGNATIONS	SIGN & DATE	
NOTES:			
1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.			
2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.			
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.			
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.			
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.			
6. Bidder shall furnish price copy of above format along with price bid.			
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.			
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.			
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.			
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.			
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.			
12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.			
13. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.			
14. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering			

						Project: 2 X 660 MW ENNORE POWER PLANT		
COMMENT/DEVIATION OF SCHEDULE								
SL.NO.	VOLUME/SECTION	PAGE NO.	CLAUSE NO.	TENDER DOCUMENT	Description	Remarks	BHEL Comment/Reply	
1	GCC	3 of 22	ITB 9.1 and GCC 1.0	GCC REV.06	The date of LOI/ Order/ Contract, whichever is earlier, shall be treated as the Zero Date for contractual purpose.	The Date of firm P.O/Contract only shall be treated as Zero date for contractual purpose. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Date of PO/contract shall be considered as zero date for contractual purpose.	
2	GCC	7 of 22	Clause No.9.1	GCC REV.06	Terms of Payment	100% payment shall be paid through Irrevocable,sight and confirmed letter of credit. L/C shall be opened 60 days prior to the date of Inspection. In case any delay in opening of L/C with mutually agreed terms prior to 60 days of despatch then ALSTOM reserves all rights to delay the delivery without any LD. Respective Bank charges to Respective Accounts. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Terms of Payment: The same shall be as per clause no.9.1 of GCC rev.06. Foreign vendors seeking payment through Letter of Credit (LC) should submit the Bank Guarantee before LC opening as per clause no. 11.2. Payment term shall be as per clause 9.1 of GCC rev.06. 90% supply payment through LC with usance period 90 days. 10% MRC payment through direct payment within 60 days. For any deviation, commercial loadings shall be applicable as per GCC rev.06 LC opening charges shall be to BHEL account.	
3	GCC	11 of 22	GCC 11.3	GCC REV.06	Value of the Bank Guarantee (at the time of submission shall remain unchanged for any subsequent variations in order! contract value up to 20%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.	This shall not be acceptable in cases of termination/cancellation of the order/ contract for whatever reason. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Termination of contract shall be as per clause no.27 of GCTC of GCC rev.06	
4	GCC	12 of 22	GCC 12.2 (a) & (b)	GCC REV.06	Guarantee Period	(A) The Guarantee period shall be 18 months from the date of FOB dispatch. (B) Please replace the word 'Guarantee' with 'Warranty'. Please Note Seller/ Contractor's liability in respect of any complaints, defects and claims only. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Guarantee period for supply packages shall be 18 months from the date of last dispatch as per clause no. 12.2 (a) of GCTC of GCC rev.06.	
5	GCC	12 of 22	GCC 12.5	GCC REV.06	Decision of Purchaser with regard to Seller/Contractor's liability and the amount involved, if any, payable by Seller/ Contractor under the guarantee shall be final, conclusive and binding. However, vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.	Kindly rephrase the wording as Notwithstanding anything to the contrary in the contract documents, Contractor shall not in any circumstances under any legal theory, whether based on contract, warranty, tort (including negligence), strict liability, indemnity professional liability or otherwise, be liable to indemnify the loss of use, loss of production, loss of profits, loss of contracts, loss of data, cost of capital, replacement power, claims of Purchaser's customers, or any other financial or economic loss or any special, incidental , punitive, indirect or consequential loss or damage whatsoever whether suffered by Purchaser or by any third party and in no case the aggregate liability under the contract shall exceed the price of the contract. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	This is our standard clause and no deviation is permitted. Vendor maximum liability shall be limited to total contract period as per clause no. 12.5.	
6	GCC	14 & 15 of 22	GCC 16.1 & 16.2	GCC REV.06	"..... Seller/ Contractor's liability in respect of any complaints, defects and claims shall not be limited to supply and installation of replaced parts free of charge, or repair of defective parts to the extent that such replacements are attributable to or arise from faulty workmanship, material or design, in the manufacture, of the stores but at the option of the Purchaser, to the payment of the value, expenditure and damages as mentioned hereafter, provided defects on being discovered are brought to the notice of the Seller/ Contractor within a period of three (3) months from the date of expiry of the guarantee period...."	The Liquidated damages are a genuine pre-estimate of loss to be suffered by the Purchaser in case of delays, the imposition of the Liquidated damages should be the sole remedy for delay to project. Please amend the clause to make LD as the sole remedy. The maximum LD of 10% is too high. Other state utility tenders prescribed the maximum limit to 5%. Please reduce the same to 5%. Please confirm.	LD: Liquidated damage shall be as per clause no.16 of GCTC of GCC rev.06 maximum limit shall be 10% of total contract price excluding taxes, duties, freight.	
7	GCC	19 of 22	GCC 27.1	GCC REV.06	Termination for convenience	Purchaser shall give the Seller/ Contractor a notice of at least thirty (30) days. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Advance notice with sufficient time shall be given in this case, if applicable.	
8	GCC	19 of 22	GCC 27.2	GCC REV.06	Purchaser shall have the right to cancel order/contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been a previous employee of the Purchaser immediately before retirement and has within a period of two years of such retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.	Not acceptable since the termination of the contract for the purpose does not seem to be a material breach of contract in relation to performance. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Termination of contact shall be as per clause no.27 of GCTC of GCC rev.06. Please note that referred clause is for employee immediately before retirement and has a period of within two years of such retirement .Shall be as per GCC Clause 27.1	

9	GCC	20 of 22	GCC 29.1	GCC REV.06	Force Majeure	Not acceptable since it is an inclusive definiton given. It should be non exclusivewith phrase"includingbut not limitedto".Therefore it cannot be quantifiedin terms of amount for withdrawl of the deviation.	Force Majeure shall be as per clause 29.1 of GCC. This is our standard clause.
10	GCC	20 of 22	GCC 29.1	GCC REV.06	Performance under the Order/ Contract shall be resumed immediatelyafter 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, conclus and binding on the parties hereto.	The Contractor shall be entitled to time extension for performance of the Works.Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	This is our standard clause.
11	GCC	21 of 22	GCC 30	GCC REV.06	Indemnification	Not Acceptable.....Nature of the damages/claimsnot mentioned....it is open and wide and pertains to any and all the damages in relation to the contract ...coupled with the fact that there is no Limitation of Liability clause, it becomes all the more critical.Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	This is our standard clause. Vendor's max liability shall be limited to total contract periodas per clause no. 12.5
12	GCC	21 of 22	GCC 32.1	GCC REV.06	In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilitiesof the parties or in relation to interpretation of any provisionby Seller/ Contractor in any manner touchingupon order/ contract, such dispute or difference shall (except as to any matters, the decisionof which is specifically providedfor therein)be referred to the arbitration of the personappointed by the competent authority of Purchaser.	This is not acceptable.As appointmentof arbitratoris very onerousin nature. Arbitrator should be appointed with mutual consent. Please amend the clause as follows and confirm: In the event of any dispute or difference arisingout of execution of order/ contract or the respective rights and liabilitiesof the parties or in relation to interpretation of any provisionby Seller/ Contractor in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointedby the competent authority of Purchasera sole arbitrator mutuallyappointed by the Purchaserand the Seller/Contractoror if there is no agreement,then each party will appoint one arbitrator each and the two arbitrators appointed by the parties will appoint a third arbitrator who will act as an Umpire in the Arbitration proceedings. Also, seat/venue of arbitrationshouldalso be specified in the GCC. Please confirm the same.	Arbitration, if any shall comply arbitration & conciliation act 1996.
13	GCC	22 of 22	GCC 35	GCC REV.06	Order of precedence	This shall also include: 1) The Bid submitted by the Contractor/Selleralongwith all the documents like technical specifications, etc. 2) The deviations (if any) as accepted by the parties 3) Any other document/ correspondence exchanged in relation to the contract Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	The bids/ further agreement/MOM etc. shall be part of contract.
14	GCC		Missing Clauses	Delay in receipt of Payment	In the event of delay in receipt of Payment	In the event of delayin receipt of payment beyond the agreed days after submissionof all the documents agreed for realisation of payment then ALSTOM reserves its rights to claim the financial cost from BHEL due to delay in receipt of payment.Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	Vendors shallsubmit documentsfor payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro Small as per MSMED Act).All efforts shall be made for payment as per the days specified. No charges shall be payable in case of delay, if any.
15				Delay in receipt of MDCC	In the event of delay in receipt of MDCC	In the event of delay in receipt of MDCC from BHEL (beyond15 days as per GCC) then ALSTOM will store the GCB at the packer's yard and the storage charges of the same shall be claimed @1400 Euros per breaker per month from BHEL. Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	MDCC shall be issued as mentioned in GCC clause no. 15.0. BHEL shall try to issue MDCC within 15 working days as mentioned in clause no. 15 of GCC. No charges shall be payable for delay, if any.
				LIABILITY	ALSTOM shall not in any circumstances be liable to indemnifyany indirector consequentialloss (includingindirect or consequential loss of use, of production, of profit, of contract, any financial or economic loss) or damage which may be suffered by the Purchaser or by any third Party in connection with this Contract. The total liability of the Supplier to the Client, under or in connection with this Contract shall not exceed one hundred percent (100%) of the Contract Price. We have stated hereby our main requirements as for the main terms & conditions of a contract	We wish to inform you that this clause should be part of P.O as this is missed out in GCC Rev.06	All terms and conditions shall be as per GCC Rev 06
16			FORM of CPBG	GCC REV.06	First Para: hereinafter calledthe said Contractor which term includessupplierfor the purposeof the bond)..... (hereinafter referred to as the Bank) at the request of _____loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement	First Para: hereinafter called the said Contractor which term includessupplier for the purposeof the bond guarantee).....(hereinafter referred to as the Bank) at the written request of _____ loss or damage caused to or suffered by the Company by reasons of any breach in performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement Therefore it cannot be quantified in terms of amount for withdrawl of the deviation.	Format for CPGB shall be as per Annexure IV of GCC rev.06.It is our standard format and no deviation is permitted.

17				GCC REV.06	Para # 2: under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement.	Para # 2: under this guarantee without any demur, merely on a Written demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach in performance by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Format for CPGB shall be as per Annexure IV of GCC rev.06. It is our standard format and no deviation is permitted.
18				GCC REV.06	Para # 4: guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ office/ Department/ Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee.	Para # 4: guarantee herein contained shall remain in full force and effect till the earlier of i) during the period that would be taken for the performance of the said Agreement, or ii) that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged; or iii) till _____ office/ Department/ Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), or iv) till.....[validity period shall be mentioned] and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee. Notwithstanding clause needs to be added. Therefore it cannot be quantified in terms of amount for withdrawal of the deviation.	Format for CPGB shall be as per Annexure IV of GCC rev.06. It is our standard format and no deviation is permitted.
SCC							
1	SCC	1 of 10	1,2,3,4,5	SCC		Not applicable since the scope is limited to CFR supply	Noted
2	SCC	4 of 10	16	SCC	Dispatch Documents required (To be Furnished by vendor Payment)	Since the scope is limited to CFR, Hence documents which are related to FOB Incoterms shall be provided. No other documents shall be linked to the Payment for Supply	The doc required shall be as per clause no. 16 of SCC & 9.7 of GCTC of GCC rev.06 as applicable for foreign supplier. Being FOB supply. LR and insurance intimation is not applicable. All other doc as applicable for foreign supplier for FOB delivery shall be applicable as per clause referred.
3	SCC	5 of 10	17	SCC	Material Receipt Certificate	Since the scope is limited to CFR, Providing receipted LR is not in the scope of GRID SOLUTIONS SAS. Hence MRC payment shall be released upon the document related to FOB INCOTERMS.	Noted. However supplier shall provide support for verification of material at site if required.
4	SCC	10 of 10	Annexure-I	SCC	ANNEXURE- I	Not pallicable since the scope is limited to FOB	Noted
NIT							
1	Enquiry	3 of 4	Delivery Schedule	Enquiry	Main Supply: For Foreign Bidders: six months FOB from the date of P.O. Submission of drawings shall be with in 2 weeks from the date of PO. And commented drawings with in 10 days for resubmission	As per our standard practise we require minimum 4-6 weeks for submission of drawings from the date of receipt of clear Technical and Commercial Purchase order. And with in 15 working days for the resubmission of corrected drawings.	Delivery Schedule: The same shall be as per clause no. 9 of NIT . The same is in line with our previous orders/tenders.