



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT, NOIDA**

Date-28-Jul-25

**CORRIGENDUM- 02**

PROJECTS	:	KODERMA TPS PH-II (2x800 MW)
PACKAGE	:	WATER TREATMENT PACKAGES
ENQUIRY NO	:	77/25/6070/SAN Dated 07.07.2025
SUBJECT	:	DUE DATE EXTENSION + PRE-BID CLARIFICATIONS

Type of Corrigendum			
Technical Corrigendum -	<input type="checkbox"/>	Commercial Corrigendum -	<input checked="" type="checkbox"/>

Bidders are requested to note the following -

1. Due date & time of bid submission has been extended up to 04.08.2025 @ 12.00 PM. Bid opening shall be done at 04:00 PM on the due date.
2. Refer attached BHEL Replies to Pre-Bid Queries

All the other terms and conditions of the tender enquiry remain unchanged. All the bidders are requested to quote accordingly.

Yours faithfully,  
For and on behalf of BHEL

Sanjeev Kumar  
Engineer/BOP

### **BHEL Replies to Pre-Bid Queries**

S.NO	VOLUME & SECTION	CLAUSE NO. / SR. No.	DESCRIPTION	BIDDERS QUERIES	BHEL REPLY
1.	Tender Notice 10	Sr. No. 45	45. Terms & Conditions: Other Terms & Conditions shall be as per the enclosed Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC) – BOP Rev 00, along with Corrigendum-01 to GCC – BOP, which is available on <a href="http://www.pem.bhel.com">www.pem.bhel.com</a> , and other Terms and Conditions included in this Enquiry Letter.	Could you kindly confirm whether the following link is the one provided for accessing the GCC document- (chrome-extension://efaidnbmnnnibpcajpcglclefin dmkaj/ <a href="https://pem.bhel.com/Documents/GCC/BOP%20GCC.PDF">https://pem.bhel.com/Documents/GCC/BOP%20GCC.PDF</a> )	Please refer link - <a href="https://pem.bhel.com/Documents/GCC/BOP%20GCC.PDF">https://pem.bhel.com/Documents/GCC/BOP%20GCC.PDF</a> for BOP GCC along with its corrigendum
2	Tender Notice 10	Sr. No. 34	L1 Local Suppliers (meeting minimum 60% local content requirement) shall be considered.	As per the tender documents, submission of the Local Content Certificate (under the Public Procurement (Preference to Make in India) Order, 2017 revision) has been asked at the bidding stage (ref.: Format for Local Content Certificate as per MII Order provided in the NIT. Since issuance of this certificate requires verification and certification by our Statutory Auditor, it normally takes around 2–3 weeks due to detailed compliance processes .In view of this, we kindly request clarification on whether it would be acceptable to: <b>-Submit a self-declaration confirming compliance with local content requirements at the bidding stage, and</b> <b>-Submit the auditor-certified Local Content Certificate after execution / along with final documentation.</b> Kindly confirm if this approach is acceptable to the purchaser.	Local Content Certificate in line with Make in India clause at s.no 34 of NIT to be submitted along with the offer. Please refer s.no 47 of NIT for documents to be submit along with offer.
3	General		Limitation of Liability	The Limitation of Liability related clause has not been specified in the tender document. As a standard practise followed, the limitation of liability is generally 100% of the Contract Value.	Please refer clause no-12.4 of GCTC of GCC BOP.

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				Therefore, we understand in this tender, the limitation of liability for contract is also 100%. (shall not exceed 100% of Contract value) Kindly Confirm if our understanding is correct.	
4			Final Acceptance Test	<p>As per Clause 13.0 (B), final acceptance and transfer of ownership is linked to successful trial run and PG test. Kindly confirm if the contract includes a deemed handover provision in case the final acceptance test cannot be carried out due to reasons attributable to the purchaser/client (e.g., client's delay, unavailability of utilities, or other site constraints).</p> <p>Kindly clarify if there is a contractual provision or standard procedure to allow partial handover / sectional completion, along with defined division of responsibility, when a part of the plant is completed and ready for handover before overall completion. If such provisions are not defined, we request the employer to confirm the process or accept inclusion of deemed handover and partial handover clauses, to fairly cover scenarios where delay is not attributable to the contractor.</p>	Please follow NIT terms & conditions.
5	Tender Notice 10	Sr. No.28	Breach of Contract, Remedies and Termination	<p>As per Clause 28.0, termination rights and remedies are defined primarily for the purchaser in case of contractor's default.</p> <p>a) Kindly clarify whether the contractor is also entitled to terminate the contract in case of prolonged delay in payment by the purchaser, prolonged suspension of work not attributable to contractor, or under Force Majeure conditions extending beyond a reasonable period (e.g., beyond 180 days).</p> <p>b) Please also confirm if mutual termination or de-scoping can be formally</p>	Please follow NIT terms & conditions.

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				agreed between purchaser and contractor by mutual consent, in case of circumstances beyond the control of either party. This clarification will help us to fairly assess commercial risk and ensure alignment with industry practice.	
6	General		Force Majeure	Kindly confirm if pandemic / epidemic (including COVID-19 or similar future events) is formally covered under Force Majeure in the final contract. b) Kindly clarify whether the contractor will be entitled to: Extension of time (EOT) for completion in case of Force Majeure; Cost compensation for idling of manpower, equipment, or demobilization/remobilization costs; And whether, in case Force Majeure conditions extend beyond a defined period, the contractor can exercise the right to terminate the contract without penalty.	Force Majeure shall be as per clause no-30 of GCC BOP. Please follow NIT terms & conditions.
7	General		Scope and general conditions (no specific clause found on responsibility for governmental approvals / EIA).	Kindly clarify who is responsible for obtaining necessary governmental approvals for plant operation, including but not limited to Environmental Impact Assessment (EIA) clearance, Pollution Control Board NOCs, and other statutory approvals. a) If it is under the client's/consultant's scope, please confirm whether these approvals have already been obtained, or share the expected timeline for their availability. b) If it is under contractor's scope, please confirm whether any prior approvals or data will be provided to facilitate the process. This clarification is requested to properly assess project schedule, scope and associated risk.	Requirement related meeting statutory guidelines, clearances, permissions for relevant water treatment packages are indicated in tender specification. However bidder to refer GCC/SCC/NIT for other applicable statutory permissions.

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8	General		Delay Payment	In case of delay payment beyond 30 days to the Contractor by the Employer against the Certified Invoices, the Contractor shall have to right to claim interest @10% p.a. on such delayed payment without prejudice to any other right of Contractor under the Contract including but not limited to right to suspension/ termination". Please Confirm	Please follow NIT terms & conditions.
9	General		Consequential Damages	We couldn't find any specific clause in the contract that addresses consequential or indirect damages. To avoid any ambiguity, could you please confirm that consequential and indirect damages shall be excluded from the contractor's liability, and that the contractor's liability shall be limited to direct damages only (as is standard industry practice)	Please follow NIT terms & conditions.

### **BHEL Replies to Pre-Bid Queries**

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1.	Main Price Format	S.no. B Electrical Works & sub headings, B1, B2, B3 & B4	<p>With reference to S.no. B, breakup of Supply, E&amp;C, Engineering Charges &amp; Mandatory Spares is given only for Electrical works as sub-heading of B viz. B1, B2, B3 &amp; B4. Please confirm whether B1 is towards supply of Electrical works &amp; B2, B3 &amp; B4 are for all works including Mechanical, Electrical &amp; Instrumentation.</p> <p>Further, breakup of Instrumentation work is also not provided, so it may be presumed that Instrumentation is a part of Mechanical or Electrical works. Kindly confirm.</p>	S.No. B of main price format- Electrical works includes all electrical works associated with complete water treatment packages. Further Instrumentation works associated with complete water treatment packages are included under mechanical work.
2	Technical Specification, Page 16 of 5195, Clause 21, Construction Power	Construction power shall be provided by BHEL free of cost	<p>While Construction power shall be provided by BHEL free of cost, subject clause further specifies that</p> <p><i>“Power for agencies Office, Canteen etc. will be on chargeable basis “.</i></p> <p>Kindly share the rate at which power for office, etc. shall be charged by BHEL.</p>	Please refer s.no- 06.02.02 of Annexure F to NIT. Electricity for office, stores, canteen etc of the bidder within project premises shall be at single point source in BHEL Scope.