

Bharat Heavy Electricals Limited

CIVIL ENGINEERING DEPARTMENT (TOWNSHIP)

TITLE CORRIGENDUM for NIT_60458; 2021_BHEL_5317_1	Phone : + 91 431 2571937 / 8579 Fax : + 91 431 252 3033 Email : sundaresan@bhel.in
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Reference Number Enquiry: CT: TS:001 / 21-22	Enquiry Date: 16-Sep-2021	Due date for submission of quotation: 30 09 2021
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order		

CORRIGENDUM Details of Corrigendum

In Qualification Bid these the following Liquidated damages clauses and other mentioned clauses shall be added with the existing document.

1. Common overall percentage based on BOQ shall be entered in the online Excel template which will be uploaded in EProcurement Portal. **Contractor has to quote the overall percentage only {Below (100-X %) / At par (100%) / Above (100+X %)}**

Ex:

If Vendor wants to quote 90% of Bill of Quantities rate then the same to be quoted as (100-10)%

If Vendor wants to quote at par Bill of Quantities rate, then the same to be quoted as 100%

If Vendor wants to quote 110% of Bill of Quantities rate then the same to be quoted as(100+10)%

L1 will be decided based on the lowest quoted percentage among the vendors.

2. L1 Tie:

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders .In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) (or their representatives). (Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

3.RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

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3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

4.No-Deviation certificate for accepting all tender conditions will be mentioned and obtained in tender.

5.Deduction clause for Street light maintenance:

If not attended for more than 5 days from the date of call, a deduction of 1% for 1 month bill value in subsequent bill for each occasion. Value $750000/15$ months. 1% of 50000 = Rs 500.

6. For Fuse of Call work: LD clause:

All the complaints/works assigned by the Engineer in-Charge (listed in BOQ) shall be attended within 2 days of after receipt of complaints / instructions , else penalty of 2 % of quoted rate of the item involved in the complaint / work for every day delay beyond 2 days shall be recovered from the contractor.

Even after lapse of 7 days if the complaints are not attended/completed, BHEL reserves right to complete the works by alternate means.

BHEL reserves right to recover 30% of Quoted rate of the item involved from the contractor's bills as administrative charges to BHEL.

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7. For Rewinding of motors work: LD Clause:

If any additional expenditure is incurred in completing the works by alternate means by BHEL, the extra cost shall also be recovered

All the complaints/works assigned by the Engineer in-Charge (listed in BOQ) shall be attended within 7 days of after receipt of complaints / instructions , else penalty of 2 % of quoted rate of the item involved in the complaint / work for every day delay beyond 7 days shall be recovered from the contractor.

Even after lapse of 14 days if the complaints are not attended/completed, BHEL reserves right to complete the works by alternate means.

BHEL reserves right to recover 30% of Quoted rate of the item involved from the contractor's bills as administrative charges to BHEL.

All other terms and conditions as published in the [NIT_60458, 2021_BHEL_5317_1](#) remain unaltered

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <https://eprocurebhel.co.in> (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "[CT: TS: 01 / 21-22](#)"

	<p>Yours faithfully, For Bharat Heavy Electricals Limited R.Sundaresan Manager / Civil / Plng, HK, Horticulture</p>
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