

Date-25-Aug-21

CORRIGENDUM- 02

PROJECTs	:	1X660 MW SAGARDIGHI TPP EXTENSION UNIT 5
PACKAGE	:	Mill Reject System
ENQUIRY NO	:	PE/PG/SGI/E-6726/2021
SUBJECT		PRE- BID CLARIFICATION

Type of Corrigendum				
Technical Corrigendum -	V	Commercial Corrigendum -	✓	

Bidders are requested to go through the following –

- location of compressors, its route distance (hori + verti) up to coal bunkers. BHEL's reply- Refer clause no 2 of Annexure IB, page 24 of Technical specification for location of Compressors. The location of Compressor house (Legend Sl no 19A) has been indicated in the Plot plan at Page 312 of Technical specification.
- mode of operation and location of panels. BHEL's reply- Refer ANNEXURE IB: EQUIPMENT DESIGN/SELECTION CRITERIA FOR COAL BUNKER DEBLOCKING DEVICES of Technical specification.
- any make bought out preference: BHEL's reply- Refer page 656, Annexure VIII - Sub-Vendor List of Technical specification.
- 4 any proposed layout of the system: BHEL's reply- To be finalized during detail engineering.

BHEL Reply to COMMERCIAL DEVIATIONS:

GCC

S. No.	Clause /Sub- clause no.	Page	Deviations	BHEL reply
1	Clause/Sub- clause -	8 of 28	Add the following para under note at bottom of the subclause 9.4.3.	As per GCC only



	0.2/0.2.4 :: 0			
	9.3/9.3.1 ii & 9.4/9.4.2/9.4.3		"If the Commissioning and Performance Guarantee (PG)/Demonstration Test and handing over of the system/package to customer /BHEL, as applicable is not conducted up to 12 months from supply completion for the reasons not attributable to the vendor, then the last 10% of supply and 2 nd last and last each for 10% of erection and commissioning will be released against bank guarantee of an equivalent amount valid for 6 months. This bank guarantee will be in addition to contraction performance bank guarantee for 5% of the contract value (excluding taxes and duties & freight)." Further in case the commissioning and performance guarantee test / demonstration test is not conducted upto 18 months from completion of supply for the reasons not attributable to the vendor, then vendor shall be free from the liability of performing the aforesaid obligations and the bank guarantees submitted for releasing the last 10% payments shall be released by BHEL to vendor in the 19 th	
	0.0	0.100	releasing the last 10% payments shall be released by BHEL to vendor in the 19 th month.	
3	9.6	9 of 28	In case the due payments of vendor are not released by BHEL within the specified period of 60 days, then vendor shall be entitled for charging interest against delayed payments @ 18% and BHEL shall be liable to pay it.	As per GCC only



4	10.0	11 of	Sub-clause 10.0 ii ,10.0 iii and	As per GCC only
		28	10.0 iv are deleted.	. ,
5	12.2 b)	12 of 28	Guarantee period shall be 12 months from the date of last supply or 18 months from the date of commissioning whichever is earlier.	As per GCC only
6	16.2.1 d)	16 of 28	Add this in last of the Para "The LD shall be applicable in case vendor is solely liable for the delays."	As per GCC only
7	28.1	21,22 of 28	Add a separate sub-clause 28.3 as under: "In case BHEL fails in releasing the due payments even beyond 90 days and even after issuing a notice to BHEL by vendor, then the vendor shall be entitled to suspend the work for 15 days". If BHEL release the payments within this 15days, then vendor shall resume its obligations otherwise the vendor shall become entitled to terminate the contract and BHEL shall be liable to pay to vendor against all the obligations performed by them prior to such termination along with the compensation for the losses against the earnings which vendor would have generated upon performing the remaining part of their obligations".	As per GCC only
8	30.3	23 of 28	In place of 36 months, we may propose 12 months. In case of cancellation, vendor shall be entitled for the payment against the obligations performed prior to cancellation and BHEL shall be liable to pay it.	As per GCC only
9	33.1	23 of 28	33.1 i & 33.1 iii are deleted.	As per GCC only
10	39.0	26 of 28	In place of 3 years, it shall be 1 year.	As per GCC only



11	Clause 2	11 of	2 b) & 2 c) are deleted.	As per GCC only
	Annexure-V	31		

<u>NIT</u>

S. No.	Clause /Sub-	Page	Deviations	
	clause no.			
1	16	1 of 5	E&C: 18 months from the date of LOA or 6 months from the date of availability of front by BHEL, whichever is later. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources. However, the completion of the entire scope of E&C will not extend beyond 24 months from LOA. Accordingly, BHEL shall be liable to provide the fronts.	As per NIT only
2	17	1 of 5	Prices shall be Firm till completion of contract. PVC Formula- NA till 24 months from the LOA date. However, in case the contract is prolonged beyond 24 months for the reasons not attributable to the bidder, PVC Formula shall be applicable.	As per NIT only

All other T&C shall remain same.

Yours faithfully,

For and on behalf of BHEL

Gaurav Garg Dy. Manager/BOP