



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date-4-Jul-19

CORRIGENDUM- 04

PROJECT	:	3X800 MW PVUNL PATRATU TPP PHASE-I
PACKAGE	:	Sewage Treatment Plant
ENQUIRY NO	:	E-6210/2019 Dated. 23.05.2019
SUBJECT	:	PRE- BID CLARIFICATION

Type of Corrigendum			
Technical Corrigendum -	☒	Commercial Corrigendum -	☒

In reference to the above mentioned tender enquiry for **Sewage Treatment Plant** package

Please note the following.

1. Bidders who have not submitted their offer are requested to go through the attached pre-bid clarification and submit their offer accordingly.
2. Bidders who have already submitted their offer are also requested to go through the attached pre-bid clarification and if required re-submit their offer.

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

Guru Das
Dy. Manager

SL. No.	REF OF BIDDING DOCUMENT				Subject / Existing Provision	Deviations	Remarks	BHEL REPLY
	Docu ment	Page	Section	Clause				
*		20 of 66	Variation of contract value :	6.0	Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value (Ex-works) upto plus or minus 30% (for any amendment) within 2 years from the date of original PO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.	Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value (Ex-works) upto plus or minus 10% (for any amendment) within 2 years from the date of original PO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.	PVC shall be applicable beyond 10% of the original contracted value	Shall be as per NIT
1	BHE L- General Contract Conditions	24 of 66	Mode of payment	9.11	No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.	No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser .	Yellow highlighted part has been deleted.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06

2		25 of 66	Contract Performance Bank Guarantee	11.5	Purchaser reserves the right to encash the bank guarantee in fulfillment of performance of the Order/ Contract.	Purchaser reserves the right to encash the bank guarantee in fulfillment of performance of the Order/ Contract. Provided that, the said encashment shall be initiated after failure of the contractor to justify its defaults on opportunity given to him vide as per the procedure.	Yellow highlighted part has been added.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06
3		28 of 66	Material Despatch Clearance Certificate (Mdcc)	15.3	Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser/ Owner.	Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser/ Owner. However, the issuance of the MDCC shall not be delayed unnecessarily in order to avoid delay in supply schedule or preventing Seller/Contractor from discharging its contractual obligations.	The yellow highlighted contents are added in the clause.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06
4		29 of 66	Delayed Delivery	16.2.1	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to 0.1 percent of the price of undelivered portion per week or part thereof, subject to a maximum of five ten (5) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered	Changes as per yellow highlighted part. It was already suggested by Finance team.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06

						stores within the period stipulated in the Order/ Contract.		
5		29 of 66		16.2.1 (Note-3)	If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be levied on for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 10% of total order value (excluding taxes, duties and freight).	If Order/ Contract involves two or more Units/ Sets/ Lots, then Liquidated Damages shall be levied on for order/ contract value of the delayed Unit/ Set/ Lot, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot wise, however total LD amount shall be limited to 5% of total order value (excluding taxes, duties and freight).	Maximum LD to be 5%	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06
6		29 of 66		16.2.3	Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess cost thereof.	Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the stores not so delivered at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser. However the cost for the said supply shall not be exceeded than 10% of the contracted amount.	The risk purchase/excess cost cannot be more than 10%.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06
7		34 of 66	Default/ Breach Of Contract, Insolvency And Risk Purchase	26.2 (a)	Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.	The actual cost or up to 10% more than the contracted value for the particular material/item, whichever is lesser.	The clause has modified.	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06
8		34 of 66		26.2 (b)	And		Entire contents/ clause to be deleted.	Shall be as per point no 20 of NIT.

					b. Additional 30% overheads as departmental charges on the ex-works value of new PO”.			
9		34 of 66	TERMINATION OF CONTRACT	27.2	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.		HR dept. and concerned team to check thoroughly	Shall be as per GCC REV-06 and GST related corrigendum to GCC rev-06

Sr. No.	Volume	PDF Page No.	Tender Page No.	Section	Existing Clause	Deviation / Comments / Remarks / Amended Clause	BHEL Reply
1	VOL-II B	28	28	C1	Sewage treatment plant, required/necessary EQMS instruments (not limited to, but including analysers for pH, BOD, COD, conductivity, oil in water, TSS)	We shall provide on line measurement of pH, conductivity, BOD, COD, TSS and oil in water analyzers in common form of analyzer.	Bidder may offer analysers housed in common panel. However, bidder shall meet requirement of complying with CPCB IT Division document "Protocol for real time (Emission & Effluent) data management from industries version 1.2 (10.6.2015) or the latest regulatory requirement prevailing at the time of execution of the contract and comply to specification requirement in totality as per clause 3.1.58 page 28 of tender specifications.
2	VOL-II B	41	41	C1	Local control Panel for sump pit area	We understand that LCP (relay based) for individual sump pit area and pump shall be interlock with LS i.e. hardwire through LCP. Client shall arrange power supply for individual sump pit area.	The referred clause specified LCP requirement. Any interlock shall be taken care based on process requirement. Bidder to refer P&ID also enclosed with tender specifications. Power supply shall be arranged by BHEL.
3	VOL-II B	359	359	C, SI No 10	Area classification	We understand that all outdoor instruments are suitable for safe (Non-hazardous) area. Please confirm.	Bidder to note that STP package does not fall under Hazardous area classification, accordingly requirement of the referred clause is not applicable for STP package.
4	VOL-II B	361	361	IIIC, SI No 15	All transmitters are rack mounted	We understand that all transmitters are pipe mounted instead of rack mounted and canopy shall provide for outdoor transmitters.	Specification requirement is clear. Bidder to follow the specification requirement.
5	VOL-II B	361	361	VI, IIIC, SI No 35	SWAS Analyzer	SWAS is not applicable for this STP package.	SWAS is not applicable. However, required analysers specified elsewhere in the specification shall be provided by bidder.
6	VOL-II B	361	361	VI, IIIC, SI No 36	3 year AMC for analyzer	We understand that reagent is not included in AMC. Please confirm.	Specification requirement is clear. Bidder to provide 3 year AMC for analysers with all required material/facility.
7	VOL-II B	387	387	VI, IIIC, SI No 23	Monitoring for coal bunker, Fly ash silo	Level monitoring system for these equipments are not applicable for this package.	Monitoring for coal bunker, Fly ash silo is not applicable for this package. However, level measurement to be provided wherever required as per process requirement for STP.
8	VOL-II B	370	370	VI, IIIC,	Universal Hand held configurator (HHC)	Please confirm whether HHC are in bidder scope or not.	Specification requirement for instrument is Adjustment/calibration shall be possible using hand held calibrator /PC based system.
9	VOL-II B	293	293	C1	Mandatory spares	Note that Silica and Sodium analyzers are not applicable and which instruments are not relevant as per process and same are also not applicable.	Bidder shall consider in scope and offer mandatory spares applicable for the sewage treatment plant.
10	VOL-II B	302	302	C1-No. 20	Data sheet for STP	Electrical hoist/ chain pulley block asked for sludge sump, transfer pump is screw - surface pump,. Clarify requirement of chain pulley block	Bidder to refer clause no 5.1 (DESIGN CRITERION FOR ELECTRIC HOIST AND MANUAL HOIST (CHAIN PULLEY BLOCK)), page no 32 and quote for suitable equipment in line with specification requirement.

11	VOL-II B	293	293	C1	Mandatory spares	Mandatory spares list expected fpr E&I only provided. Hence for rest of mechanical equipment eg. Pumps, blowers etc. Wipro shall provide as per their standard.	The applicable Mandatory spares for STP as per list indicated in tender specifications (Mandatory spares, Annexure-V pg 293-295 are in scope of supply of bidder. Bidder to supply mandatory spares accordingly.
12	VOL-II B	691	691	Section IV	Pipes MOC	For STP internal piping as tender specifies: ANSI B36.10/ASTM-A-53, Type-E Gr.B /IS:1239 Gr. Heavy ; STP data sheet (Page 299) mentions: CS/ CSRL; Wipro point: MOC shall be SS304/ CS? PVC is not mentioned	Bidders to follow stipulations in data sheet 298-309. Accordingly CS/CSRL piping shall be provided for filter feed pumps and treated water pumps in line with cluase 15.0 xi)-page 301 and cluase 19.0 xi)-page 302.
13	VOL-II B		96		Sub vendor list	For slurry pump, blowers, agitators make is not specified, also for MBBR media	Bidder to refer clause 9.0, 2) page 36 of specifications. The sub vendor list enclosed in Section-C1 is indicative only and is subject to approval / acceptance by customer (NTPC). Bidder to propose his sub vendor list with back up documents (experience list, end user certificate as applicable) etc. The same shall be subject to BHEL and Customer approval during detailed engineering stage without any technical, commercial & delivery implication to BHEL.