



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date-23-Jul-19

CORRIGENDUM- 05

PROJECT	:	3×800 MW PVUNL Patratu TPP Phase-I
PACKAGE	:	PRETREATMENT PLANT
ENQUIRY NO	:	E-6223/2019 Dated. 10.06.2019
SUBJECT	:	PRE- BID CLARIFICATION + % OF MINIMUM LOCAL CONTENT

Type of Corrigendum			
Technical Corrigendum -	☒	Commercial Corrigendum -	☒

In reference to the above mentioned tender enquiry for **PRETREATMENT PLANT** package

Please note the following:

- 1. Reply to Pre Bid Query (of 10 Pages) attached with this corrigendum shall be treated as part of NIT.**
- 2. % of Minimum Local Content in line with Make In India notification for Pre Treatment Plant Package shall be 100%.**

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

Yours faithfully,

For and on behalf of BHEL

Sharad Chandra
Dy. Manager

SI No.	Reference	Bidder's Queries	BHEL's Reply
1.	Tech Spec, Page No 1409 of 1565 Cl.No. 25	Please specify the Technical Specification & MOC of valve for Pretreatment Plant	Please refer Cl.25.00.00 (B) & (C), relevant clauses of General Technical Requirement of LP Piping indicated in the specification.
2.	Tech Spec, Page No 303 of 1565 S.No. 23.5	Please clarify the purpose of supernatant Transfer pump, as the same is not indicated in the P&ID	The supernatant transfer pump is not envisaged & stands deleted.
3.	P&ID of Pretreatment Plant	Please specify the requirement of Alum dosing system for Tube Settler/Lamella Clarifier, Is Tube settler/ Lamella included for the proposed system?	Alum Dosing pumps for Tube Settler/Lamella clarifier are excluded from Bidder's Scope.
4.	General	Please Specify the requirement of Tube Settler/ Lamella	Tube Settler/Lamella clarifier are excluded from Bidder's Scope.
5.	General	Please provide the list of laboratory equipment to be considered for PTP	Laboratory Equipment is Not Envisaged However Bidder to considered the laboratory equipment as per requirement of Cl.7.0 (3),page 28 of 1565 of the tender specification.
6.	General	Please specify the operating hour of the Potable water Pumps for Plant and Colony	There is no fixed operating hours. The same shall be as per actual requirement.
7.	General	Please confirm the MOC of Potable water Discharge pipe.	Please refer relevant clauses of General Technical Requirement of LP Piping.
8.	P & ID	As per P & ID , Single header is provided for potable water pump for plant & colony. Since the flow of pump are 20 m3/hr & 75 m3/hr respectively, so single common header is not feasible. Pl clarify	Please note that a isolation valve in the header is provided to isolate the flow interconnection.
9.	P & ID	Please provide the capacity & head of DM plant feed pump , since its header is also connected with the potable water pump header.	The DM Plant Feed Pumps capacity & head is 190 m3/hr & 70 MWC approximately.
10.	Data Sheet & P & ID	Potable water requirement for plant is 20 m3/hr & for colony is 75 m3/hr. As per P&ID a line is connected to backwash OHT (Capacity min. 303 m3) from the common header of Potable pumps. How we get the flow from potable water pumps to feed the backwash OHT. Please clarify.	The filling line to Overhead tank shall be tapped from Potable water Pumps (Colony) discharge header. Please note that as the requirement of potable water is not expected to be continuous hence filling of overhead tank shall be done through this pump.
11.	Tech. Spec. PT Plant, Page No. 299 of 1565 sl. no. 7.3)	In case VFD is required for HRSCC clarifier drive, please clarify the location of VFD panel. i.e it will come on HRSCC bridge or not?	The VFD panel shall be kept on the clarifier bridge platform.
12.	Tech. Spec. PT Plant, Page No. 301 of 1565 sl. no. 21)	Please clarify VFD drive is required for 2 nos. of electrically operated hoist or not?	Specification requirement is clear in this regard
13.	Electrical scope between BHEL and vendor (for EPC projects) Page 309 of 1565 sl. no. 3) b)	Clarifier equipment comes with electrical panel and drive motors. Please clarify the scope of clarifier cable is in BHEL scope or bidder scope?	Specification requirement is clear in this regard. Cables except any special type cables is in BHEL's scope. Please refer relevant clauses of electrical portion indicated elsewhere in the specification.
14.	Electrical scope between BHEL and	The location of "Main route cable tray" which is BHEL scope, is	The location of the main route cable tray shall be outside

SI No.	Reference	Bidder's Queries	BHEL's Reply
	vendor (for EPC projects) Page 309 of 1565 sl. no. 6)	not clear. The "Main route cable tray" will enter insider the PT plat or it will be outside of PT plant?	the PT Plant.
15.	Electrical scope between BHEL and vendor (for EPC projects) Page 310 of 1565 sl. no. 17)	As electrical 415V MCC panel is not in bidder scope, the preparation of electrical equipment layout drawing not possible. Please confirm.	Specification requirement is clear in this regard. The required input details shall be provided to prepare the electrical equipment layout drawing.
16.	P&ID	What type Flowmeter to be considered between Stilling chamber and Inlet chamber of PT-CW	Ultrasonic Type FT to be considered.
17.	P&ID	Please confirm if separate FT to be considered for Bypass line of CW/DM clarifier	Separate FT is not required as per specification.
18.	P&ID	No LT/LGF is considered for Filtered water Reservoir of Potable and DM Water, Please clarify if the same has to be considered	The required instrumentation is already indicated.
19.	P&ID	No LT/ LGF is considered for Filtered water Sump for DM, Please clarify if the same has to be considered	The instrumentation in Filtered water Sump for DM is excluded from Bidder's scope.
20.	P&ID	Please clarify the nomenclature indicated in OHT, whether it is LGF or LGR, as because LGR is not possible for Over head tanks	Reflex type level gauge to be used for OHT as indicated in the specification.
21.	General	Please clarify the scope of design, supply and construction of Chemical House and Centrifuge building of PT plant i.e. in bidder's scope of in BHEL scope.	Specification requirement is clear in this regard. Please refer Cl.No. 9.0 1),Page 29 of 1565.
22.	General	Please specify design and drawing approving authority and time envisaged for drawing approval process.	The drawings/documents submitted by the bidder shall be reviewed by BHEL & NTPC as far as practicable within three weeks from date of receipt of the drawing/documents. The approving authority will be NTPC & BHEL.
23.	TECHNICAL SPECIFICATIONS SECTION VI, PART-C BID DOC. NO.:CS-9585-001-2 GENERAL TECHNICAL REQUIREMENTS, Clause 8.03.04	"All the plant layouts shall be made in computerised 3D modelling system. The Employer reserves the right to review the 3D model at different stages during the progress of engineering. The layout drawings submitted for Employer's review shall be fully dimensioned and extracted from 3D model after interference check." – Please clarify whether this clause is applicable for PT plant also.	This clause is applicable for PT plant also.
24.	Page 1156 of 1565	Please specify, whether ductile detailing as per latest edition of IS 13920 shall be carried out of PT plant structures or normal detailing shall be carried out as per IS 456: 2000.	Ductile detailing as per IS 13920 shall be followed in conjunction with IS456:2000.
25.	Appendix I, page 1157 of 1565	Seismic parameters – Please mention, whether seismic parameters shall be considered as per IS 1893, relevant parts or seismic study report shall be followed. In case the later is followed, design horizontal seismic coefficient (A_h) for different structures shall be as stated below: Filter house building, $A_h = 0.41 \times 0.062 \times S_a / g$ (based on time period and 5% damping) Chemical house building, $A_h = 0.41 \times 0.062 \times S_a / g$ (based on	For seismic parameters refer Appendix-I page 1157 of 1565. For evaluation of seismic force, coefficient given in Appendix-I to be multiplied with S_a/g value furnished in page 1158 to 1160 of tender document.

SI No.	Reference	Bidder's Queries	BHEL's Reply
		time period and 5% damping) Centrifuge building (RCC), $A_h = 0.41 \times 0.062 \times S_a / g$ (based on time period and 5% damping) Liquid retaining tanks (RCC), $A_h = 0.41 \times 0.123 \times S_a / g$ (based on time period and 5% damping) Please confirm the above.	
26.	Appendix I, page 1157 of 1565 – Seismic design provisions	Please specify, while preparing load combinations for earthquake load, only two orthogonal horizontal loads shall be considered as per clause 6.3.2 of IS 1893 (Part 1): 2016 or three directional earthquake ground shaking as per cl. 6.3.4 of same code shall be considered.	Three directional ground shaking as per clause 6.3.4 of IS 1893(Part 1): 2016 shall be considered.
27.	Soil report page 95/229, page 976 of 1565 of tender document	It is understood that, during pre-bid stage, the soil data provided by client along with tender shall be followed. Please state that, whether the same to be followed during detail engineering stage or soil investigation to be carried out by the contractor & the same to be followed after approval.	Soil investigation already done by BHEL and same is attached in page 879 to 1160 of tender document. No further soil investigation is in bidder scope.
28.	Soil report page 95/229, page 976 of 1565 of tender document	In continuation to point no. 6, if the later is correct, please state the criteria / provision for compensation in case quantities of items like excavation, foundation concrete, foundation reinforcement etc. varies on the higher side due to variation in soil data.	All civil work in bidder scope on EPC basis.
29.	Road and drainage	Please specify the scope of road and drainage works for PT plant project.	Approach roads/pathways & internal drains in PT plant area connected to main roads/drains are in bidder scope.
30.	Drainage connectivity	With reference to point 8.0, if plant drainage is in bidder's scope, please specify provisions of connectivity of PT plant surface drainage system to main drainage system of 3 x 800 MW power plant and distance of nearest plant drainage system.	Drainage from PT plant structure to main drain is in bidder scope.
31.	P&ID	For DM water 2 nos PT Clarifier mentioned, in data sheet only one no. specified. Please confirm the Quantity of clarifier for DM water	Three (3) nos. High Recovery Solid Contact Type Clarifiers. (02 Nos. For PT-CW & 01 No. for PT-DM) shall be in bidder's scope.
32.	P&ID	Please specify the distance where dumping has to be done from centrifuge area	Dumping of sludge from centrifuge shall be part of owner's scope.
33.	General Technical requirement Clause 28.00.00	Kindly specify Contractor's Scope for training Employer's personnel for this package	Please refer S.No. 22 of Cl.No. 14, page 31 of 1565.
34.	General	What is the total tenure to complete this project	Please refer NIT documents
35.	Sub Section –D-01, Clause 5.09.00	Does the package includes supply of sewerage system	sewerage system is excluded from Bidder's Scope
36.	Sub Section –D-01, Clause 5.10.00	Does the package includes Plant storm water drainage system	Plant storm water drainage system is excluded from bidder's scope. However, peripheral drains & their interconnection with main drains shall be in bidder's scope.

PRE BID CLARIFICATION SCHEDULE

VOLUME	SECTION	CLAUSE NO.	PAGE NO.	SPECIFICATION REQUIREMENT	CLARIFICATION	REASONS FOR CLARIFICATION PARTICULARS	BHEL REPLY
II B & III	Annexure V		283 of 1565 and 506 to 508	Mandatory spares	Kindly confirm if we need to consider all the items as listed in Mandatory Spare list during bidding stage		Refer Amendment-1.
II B & III		10.00.00	298- 304 and 1344 to 1407	Data sheets for PT plant	Kindly confirm which data sheet to be referred by the bidder		Both the datasheets to be read in conjunction.
II B & III	C	20.00.00	1407	For all pumping system recirculation line to be provided along with valve	Kindly confirm bidders consideration in this regard.	The P&I no. PE –DG-434-158-A001 shows the recirculation line only for sludge transfer pump from sludge pit, there is no indication of the recirculation line for potable water pump, sludge transfer pump from sludge thickener, filter backwash transfer pump and sludge disposal pumps.	Specification Requirement is clear in this regard. In case of any contradiction more stringent required to be followed.
II B & III					Please confirm if bidder to consider pump house civil design and construction		Please follow the technical specification requirement regarding the scope of pump house which is clearly spelt out.
II B & III			1 to 515	In the technical specification there is a reference of PART A, and to our understanding this portion of PART A starts from Page 1 to Page 515	Kindly confirm		The various Parts, sections, volumes of the tender specification shall be read in the conjunction of total scope defined as per BHEL NIT, tender technical specification No. PE-TS-434-158A-A001 REV 01, amendment & agreements till placement of order.
II B & III		1.01.00 to 1.03.06 3.11.00	1277 1296	General Technical requirement of Water treatment system / plant covered from page no 1277 and clause no. 1.01.00 to 1.03.06 and Design criteria in Page 1296 clause 3.11.00 further contd. from page 1304	Kindly confirm which portion to be referred by the bidder for detail information for the pre-treatment tender work.		The various Parts, sections, volumes of the tender specification shall be read in the conjunction of total scope defined as per BHEL NIT, tender technical specification No. PE-TS-434-158A-A001 REV 01, amendment & agreements till placement of order.

SI No.	Reference	Bidder's Queries	BHEL's Reply
1.	GCC related Corrigendum Rev 6, Pg 1, Cl. 4.1.4	As the job is done in Jharkhand towards immoveable property, the GST No. of BHEL to be quoted on invoice should of Jharkhand, not of UP. Kindly rectify the same	Refer SI No 7 of SCC Rev-0.
2.	GCC related Corrigendum Rev 6, Pg 2, Cl. 4.2.1 All taxes/ duties/ Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid"	We understand that bid should be submitted exclusive of GST. Kindly confirm our understanding	Refer Clause No 22 of NIT.
3.	GCC related Corrigendum Rev 6, Pg 2, Cl. 4.2.1 No variation in other taxes and duties shall be payable by Purchaser	Does it mean that if there is increase in GST Rate, the same shall not be reimbursed to seller, if so, pl allow all the variations for taxes and duties as the same are not under the control of seller	Clause is Self-Explanatory. As per GCC related Corrigendum Rev 6.
4.	GCC related Corrigendum Rev 6, Pg 4, Cl. 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the Ex works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in GST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule	Pl. allow to raise invoice with original base price and with increased tax rate, and you may pay only eligible amount, because as per GST ACT, we cannot adjust the difference in taxes in base price	As per GCC related Corrigendum Rev 6.
5.	GCC related Corrigendum Rev 6, Pg 7, Cl. 9.6 Payment terms are 60 days from the date of submission of complete document	Pl. make the same within 30 days	As per GCC related Corrigendum Rev 6.
6.	GCC related Corrigendum Rev 6, Pg 5, Cl. 9.1 Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of	We understand that entire amount will be paid including taxes. Pl. confirm the understanding Are we required to raise the bill for full value or only for 90% of the value of material - Pl. clarify	Clause is Self-Explanatory. As per GCC related Corrigendum Rev 6.

SI No.	Reference	Bidder's Queries	BHEL's Reply
	owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser.		
7.	Procurement PTP Enquiry, Pg 6, Cl 22, Pg 5, Cl 22 CGST/SGST/UGST/IGST shall be paid at actuals against documentary evidence but restricted to the amount and percentage as per agreed HSN/SAC Code.	Kindly specify what is the GST Rate that should be charged	GST rate as per HSN/SAC Code. For HSN/SAC Code, refer bidding form.
8.	Procurement PTP Enquiry, Pg 3, Cl. 12 Prices shall be Firm till completion of contract. PVC Formula, If applicable :- NA	Kindly provide provision for escalation	As per NIT.
9.	GCC related Corrigendum Rev 6, All pages, All Clauses	We understand that the Replaced / New Clause entirely supersedes the Existing Clause. For Example: sub-clause no. 4.1.6 under the existing Clause column is not replaced with a new sub-clause clause under the Replaced/ New clause column which means that sub-clause 4.1.6 is not applicable. Kindly confirm/	Clause is Self-Explanatory. As per GCC related Corrigendum Rev 6.
10.	GCC related Corrigendum Rev 6, Pg 5, Cl 9 - Payment Terms	Kindly let us know the exact clause that is applicable for this project relating to payment terms	As per GCC related Corrigendum Rev 6.
11.	GCC related Corrigendum Rev 6, Pg 4, Cl 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser	If there are any changes in GST Law, (particularly w.r.t. Input Tax Credit provisions) resulting in extra cost to contractor, the same be reimbursed	As per GCC related Corrigendum Rev 6.
12.	Corrigendum to GCC Rev 06,, Annexure – VIII (Pg 12 of 12) If maximum limit asked for is 10% or 5% of undelivered portion – 10% value of the total quoted price including GST & freight.	Pls. clarify this clause in relation to the turnkey Contract.	As per GCC related Corrigendum Rev 6.
13.	GCC Rev 06, Clause 1.1 of General Instruction	Please clarify that how any deviation resulting from the tender document in the deviation sheet will be entertained? No such mentioning of dealing with deviation after submission of deviation sheet is there. The deviation sheet we presume is the part of the tender document so how the tenderer will be compensated by such	Refer Clause No 6 (Instructions to Bidders) GCC Rev-06

SI No.	Reference	Bidder's Queries	BHEL's Reply
		deviation. Will the cost be revised by issuing any corrigendum? If the scope of the work differs from the tender document, will the contractor be compensated? Nothing about same is there in the tender document.	
14.	GCC Rev 06, Clause 10.3 of General Instruction	As of now statutory variation in GST is given. However we would request that "Change in Law" clause be incorporated.	As per GCC Rev-06
15.	GCC Rev 06, Clause 15 of General Instruction	How much is the maximum deviation limit is permissible? If the cost of deviation submitted in the deviation sheet is rejected by the client and such deviation brings cost implication then how it will be compensated to contractor?	Refer Annexure-II (Deviation Sheet) As per GCC Rev-06
16.	GCC Rev 06, Gen Comm T&C, Clause-6	i. There is no provision for escalation for any increase or decrease in the Contract Value upto plus or minus 10% upto 2 years from the date of P.O. Escalation has to be provided for any increase in the contract value. ii. Pls. clarify the provision of Escalation if the Contract Value increases beyond 10%?	As per GCC Rev-06
17.	GCC Rev 06, Gen Comm T&C, Clause 9	No interest has been defined in the tender documents for delay in release of payment. Pls. provide provision for interest payment in case of delay in release of payment	As per GCC Rev-06
18.	GCC Rev 06, Gen Comm T&C, Clause 11.6	We understand that If the enhanced Bank guarantee to be provided in case variation in Contract Value exceeds 20%, then escalation of rates shall also be provided. Please clarify.	As per GCC Rev-06
19.	GCC Rev 06, Gen Comm T&C, Clause 12.2 (a)	Guarantee of any equipment shall be as per manufacturer/vendor prescribed guarantee not as per the time prescribed in tender document. Also Claim of any defect in materials /workmanship shall depend upon clearance of claim registered by the contractor to the manufacturer. Once the claim is released by the manufacturer to the contractor same shall be passed on the BHEL/purchaser. Pls. confirm acceptance to the above.	As per GCC Rev-06
20.	GCC Rev 06, Gen Comm T&C, Clause 12.2 b	Any defect in the material or workmanship or goods should be brought to the knowledge of Contractor within a maximum of 15 days of the delivery of goods else the same shall considered as deemed to be delivery of goods. Also if any delay in clearance of inspection, test or anything which is not attributable to the Contractor, same shall be compensated to the contractor and it shall be construed as not delay from contractor. Kindly confirm acceptance to the above.	As per GCC Rev-06
21.	GCC Rev 06, Gen Comm T&C, Clause 14	If any delay in conducting test and inspection from BHEL, same shall be compensated to the contractor and shall not be treated as delay from Contractor. Reasonable time extension to be given without imposition of any penalty. Kindly confirm.	As per GCC Rev-06

SI No.	Reference	Bidder's Queries	BHEL's Reply
22.	GCC Rev 06, Gen Comm T&C, Cl 16.1 "Timely dispatch/ delivery and completion of other schedules as stipulated in Order/ Contract shall be the essence of Order/ Contract."	There are many parameters, not clear from the tender, on which successful delivery of the goods is dependent. We understand that these parameters will be clearly mentioned in your PO/WO. Kindy therefore delete the words "timely delivery", "other schedule" and "is the essence of the order/Contract" from the clause. Alternatively, please clearly mention all parameters to be complied which would establish that the Contactor has done timely delivery of goods.	As per GCC Rev-06
23.	Corrigendum to GCC Rev 06,, Cl. 16.0 of GCTC (Pg 11 of 12)	The Clause defines LD as sum equivalent to half (1/2) percent plus applicable GST 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. Pls. clarify how will the LD be applied for E&C Contracts	Clause is Self-Explanatory As per GCC related Corrigendum Rev 6.
24.	GCC Rev 06, Gen Comm T&C, Cl. 16.2.2	Please explain if the goods has been ordered by the contractor and not delivered but is in due course of delivery, and the order is cancelled by the Purchaser then who shall bear the cost and damages. Kindly remove the whole Risk and Purchase Clause.	As per GCC Rev-06
25.	GCC Rev 06, Gen Comm T&C, Cl.16.2.3	Pls. clarify how will the contractor be liable for any cost if it is cancelled by the Purchaser at his own discretion. Infact the contractor has to be compensated for such cancellation of order by purchaser. Please remove whole clause	As per GCC Rev-06
26.	GCC Rev 06, Gen Comm T&C, Clause 22	Rejection of consignment shall be made before approval and acceptance of goods not after approval and acceptance of goods. Any additional cost for such rejection after approval of goods has to be borne by the Purchaser. Kindly confirm.	As per GCC Rev-06
27.	GCC Rev 06, Gen Comm T&C, Clause-26.2 & Procurement PTP Enquiry Cl. 19	Contractor shall be liable for any damages limited to clause 26.1 and not more than anything. The whole clause 26.2 must be removed	As per GCC Rev-06
28.	GCC Rev 06, Gen Comm T&C, Clause 27	Please incorporate termination for Contractor's Convenience	As per GCC Rev-06
29.	GCC Rev 06, Gen Comm T&C, Cl 27.1	With regard to cancellation of order as per clause 27.1, the claim not to be settled mutually but the actual or damages caused to the contractor has to be compensated.	As per GCC Rev-06
30.	GCC Rev 06, Gen Comm T&C, Cl. 30	It is one sided indemnification Clause. Instead of only the Seller/ Contractor indemnifying the Purchaser, it should be that each party shall indemnify the other. Please modify the clause accordingly.	As per GCC Rev-06
31.	GCC Rev 06, Gen Comm T&C, Cl. Nos. 31 and 32	The Dispute clause is against the provision of Arbitration and conciliation Act. BHEL has reserved the right to appoint Arbitrator and	As per GCC Rev-06

SI No.	Reference	Bidder's Queries	BHEL's Reply
		also as per clause 31.1 purchaser shall decide on any dispute. We are not agreeing for this clause and it has to be as per the provision of Arbitration and conciliation Act	
32.	GCC Rev 06, Gen Comm T&C, Clause 31 and 32	The place of Arbitration is at Delhi. It will bring cost impact to the contractor. Please make the place of Arbitration at Kolkata.	As per GCC Rev-06
33.	GCC Rev 06, Gen Comm T&C, clause 33	Court of New Delhi has the exclusive jurisdiction to entrain all the matter. It will again cost impact to the contractor. Court of Kolkata should have the exclusive jurisdiction instead Court of New Delhi. Kindly confirm.	As per GCC Rev-06
34.	Procurement PTP Enquiry, Pg 7, CI 31	We understand that the Clause lists the various documents to be submitted as part of the Bid. In this connection pls. clarify the following : 1. Kindly furnish Offer forwarding / covering letter format 2. How do we submit acceptance of GCC Rev 06 + Corrigendum to GCC Rev 06 & SCC of the project. 3. One of the submissions is mentioned as follows "A copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed." Pls. provide format of the letter under reference 4. One of the submissions is mentioned as follows "Documents required for approval from end Customer (As per attached format)" . Pls. provide copy of the format under reference.	As per NIT
35.	Procurement PTP Enquiry, Pg 7, Enclosures	1. Pls. confirm if the Integrity Pact is required to be submitted along with the bid. 2. Copy of Attachment 3K and Annexure-C is not available. Pls. furnish the same.	1. Yes 2. Attached [However Annexure-C- Model Conciliation Clause is available on BHEL PEM Website)
36.	Procurement PTP Enquiry, Pg 7, CI 26 "....The Local supplier at te time of tender , bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor..."	Pls. clarify how do your define "local supplier" and "local content"	As per Order No P-45021/2/2017-PP (BE-II) Ministry of Commerce & Industry, Govt of India Dtd.28.05.2018
37.	TECHNICAL SPECIFICATIONS Sub Section – CIVIL WORKS Page 744 of 1565 of PDF file, Clause 7.02.01, 7.02.02 and Annexure – C, page 976 of 1565	According to said clause Net Allowable Bearing Pressures for "Isolated and combined footings for 40mm permissible settlement in case of soil and 12mm in case of rocky strata" are 12.0 t/m2 at 2.0m below NGL and 18.0 t/m2 at 3.0m below NGL. However, as per Annexure – C, page 976 of 1565, Net Allowable Bearing Capacity for "PT Plant & Clarified Water Reservoir Area" for 12.0mm settlement is 30.0 t/m2 at 2.50m below FGL and 40.0 t/m2 at	For design of foundation of PT plant structures, Net allowable bearing capacity (NABC) given in Annexure –C, page 976 of 1565 is to be followed.

SI No.	Reference	Bidder's Queries	BHEL's Reply
		2.00m below FGL i.e. RL +378.00m.	
38.	layout drawing (PE-DG-434-100-M001)	As per layout drawing (PE-DG-434-100-M001), attached in tender document, and subsequent to site-visit on 12-07-2019, the Finished-level of Ground will be considered at RL 278M. BHEL will hand over the site at FGL of RL278M. Please confirm.	Levelling and grading work to achieve FGL of RL 378m is in BHEL scope.
39.	Clause 5.04.02, page no. 570	“Suitable arrangement shall be made for interconnection of Makeup water pipes with existing header downstream of intake chamber (situated near spill way of Patratu dam and laying of make -up water pipe line up to PT plant and Ash handling plant. Any dismantling works required for enabling interconnection shall be carried out carefully to prevent damage to other nearby structures/ares and without disturbing the existing system operation. A closed valve chamber with locking facility shall be provided near the interconnection point for housing the valves provided in the Makeup water pipes under bidder's scope. Salient features of Patratu Dam are as follows: 1. Maximum water level = RL(+) 406.14m”- Kindly confirm if Make up pipe work as mentioned is excluded from Contractors scope in this tender	Make up pipe work is excluded from Bidder's Scope
40.	Data Sheet & P & ID	Potable water requirement for plant is 20 m3/hr & for colony is 75 m3/hr. As per P&ID a line is connected to backwash OHT (Capacity min. 303 m3) from the common header of Potable pumps. Please clarify whether additional pumping system is required for the transfer of portable water to Filtered Water OHT	The filling line to Overhead tank shall be tapped from Potable water Pumps (Colony) discharge header. Please note that as the requirement of potable water is not expected to be continuous hence filling of overhead tank shall be done through this pump.
41.	General	P&I – PE-DG-434-158-A001 do not show any analytical instruments like PH conductivity meter, Chlorine, turbidity etc. for online measurement of water data- Kindly confirm if analytical instruments are to be considered if so then please specify the types of instruments with location	The referred analyzers are not part of bidder's scope.
42.	Tech. Spec. PT Plant, Page No. 301 of 1565 sl. no. 21)	Please clarify VFD drive is required for 3 nos. (2 nos of 3 T and 1 no. of 2 T) of electrically operated hoist or not?	Specification requirement is clear in this regard.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the

proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
- 22.** The proceedings of Conciliation under this Scheme may be terminated as follows:
- a.** On the date of signing of the Settlement agreement by the Parties; or,
 - b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
- 23.** The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.

Sl No	Particulars	Amount
		Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the

Sl No	Particulars	Amount
		concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.