



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

Date-4-Jun-21

**CORRIGENDUM- 01**

<b>PROJECTs</b>	<b>:</b>	<b>1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V</b>
<b>PACKAGE</b>	<b>:</b>	<b>CONDENSATE POLISHING UNIT</b>
<b>ENQUIRY NO</b>	<b>:</b>	<b>PE/PG/SGI/E-6650/2021 Dated 26.05.2021</b>
<b>SUBJECT</b>	<b>:</b>	<b>PRE-BID CLARIFICATION + PRE-BID MEETING</b>

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

Bidders are requested to go through the following changes

1. BHEL replies to pre-bid clarifications attached.
2. Pre-Bid Meeting for subject package & project is schedule on 05.06.2021 @12:00 PM.  
Details of meeting is as below-

Topic: Pre Bid Meeting of CPU for Sagardighi Project  
Time: Jun 5, 2021 12:00 PM Mumbai, Kolkata, New Delhi

Join Zoom Meeting

<https://us04web.zoom.us/j/73487494289?pwd=Q0VsdXpET3lySk1FQ3gvNmtFUUJHUT09>

Meeting ID: 734 8749 4289

Passcode: CPU

Bidders are requested to join the meeting for pre-bid clarification (if any) so that submission of offer can be done timely and extension due to pre-bid clarification can be avoided.

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

Upendra Chaudhary  
Manager/BOP

# BHEL Replies to Pre-Bid Queries

S. No	Page no	Clause number	Description as per BHEL GCC Rev 07	Pre-Bid Queries by Bidder	BHEL Reply
1	10 of 15	14.1	14.1 Acceptance of tender will rest with Purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: i. To reject any or all the tenders. ii. To increase or decrease the quantities. iii. To reject any commercial or technical deviation given in offer. iv. To split the work amongst two or more bidders. v. To award the work in parts.	(iii) Any Increase/Decrease in Quantities shall be mutually discussed and amended only if Supplier agrees to the same in writing. (iv) Splitting of work between one or more bidders shall be subject to discussions and written agreement and it shall have commercial implications. (v) Awarding work in parts can be done after mutual discussion and written concurrence of Supplier only. It will have commercial impact.	As per NIT
2	11 of 15	15	DEVIATIONS FROM NIT - Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviations as per Annexure-II.	This clause is not acceptable as there are some deviations which cannot be withdrawn in the best interest of project progress. We cannot therefore offer cost for withdrawal for those deviations.	Deviations from NIT are generally not acceptable. Bidders to submit their offer inline with NIT. In case of any deviation from NIT, Bidder to give Cost of Withdrawal of such deviation in Annexure II (Deviation Sheet)
3	5 of 28	6	<b>VARIATION OF CONTRACT VALUE</b> Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value (Ex-works) up to plus or minus 30% (for any amendment) within three 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 up to the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.	Prices shall be firm upto contract completion date as stipulated in Original PO. Any delay beyond that date, even if amendment is issued, shall attract price variation. Increase/Decrease in quantity cannot be accepted after PO is issued and shall require mutual discussion and PO amendments for the job to progress.	Variation of contract value shall be +/-10% as per clause no. 32 of NIT. Further, time limit for amendment shall be as per clause no. 6.0 of ITB of GCC Rev07
4	4 of 28	4.2	<b>OTHER TAXES &amp; LEVIES</b> All taxes/ duties/ Cess other than GST shall be deemed to be included in the Ex-Works prices. No variation for such taxes and levies shall be paid in any circumstance unless specifically agreed upon even if the same are mentioned anywhere in the bids by the bidders.	Any variation in Taxes is Govt stipulated and hence we have no ability to absorb such costs and hence shall be reimbursed against documentary evidence.	As per GCC Rev-07
5	13 of 31	ANNEXURE-VII LOADING CRITERIA	<b>A. PAYMENT TERMS:</b> Payment will be released generally within 60 days after receipt of material/ services and complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per Clause 17.0 of 'Instructions to Bidders'. Time periods assumed by BHEL/ PEM for a few activities are as follows: Material Receipt Certificate (MRC) – 120 days from dispatch.	10% - As advance against submission of BG for the same amount valid until date of supplies.  5% - Against approval of Cat-1 drawings and documentns (concluded as per the agreed list during kick off meeting)  65% - Against MDCC - Prorata as per Billing schedule  10% Against MRC - prorata as per billing schedule  5% - Against completion of Manual commissioning or 6 months from the date of MRC of the last consignment, whichever is earlier.  5% - Against completion of PG test or 12 months from the date of MRC of the last consignment, whichever is earlier + submission of 10% PBG valid for 12 months from PGT completion /Deemed PGT completion + 3 months claim period.  MRC shall be issued with in 30 days from the receipt of equipment at site.	Shall be as per GCC Rev07. Further, Engineering charges upto 2% shall be paid as per clause no. 9.5 of GCC Rev07.
7	13 of 31		<b>C. LIQUIDATED DAMAGES:</b> If maximum limit asked for is on Undelivered Portion – 10% value of the total quoted ex works price & freight (excluding GST). If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value).	LD can be levied for delayed supplies @ 0.5% of Undelivered Portion of contract value per week of delay or part thereof subject to a max of 10% of the contract value.  L D can be levied on the total contract value of both supply and E&C Orders (Excluding Taxes, duties and freight) if & only if E & C completion of the package is delayed beyond the contractual completion date or extension thereof. NO L D shall be deducted or withheld from supply bills/supply payment.	Liquidated Damages (LD) shall be as per clause no 16.2 of GCC Rev-07.  Loading shall be as per annexure-VII of GCC Rev 07
8	8 of 28	9.3.1	Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on prorata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below.  i. Five percent (5% of basic price of materials supplied) will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.  ii. Ten percent (10% of basic price of materials supplied) shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX & IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.	Not Acceptable. No payment shall be withheld from any of the Materials supplied to site . We cover the risk in the form of Bank Guarantee that is provided to BHEL and there shall be no additional security applicable. Hence (i) and (ii) are not applicable to this discussion	Shall be as per GCC Rev07. Further, Engineering charges upto 2% shall be paid as per clause no. 9.5 of GCC Rev07.
9	23 of 28	31	<b>INDEMNIFICATION</b> Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims /losses/damages/demands/expenses of any nature of whatsoever nature arising during the course and out of the execution of this Order/ Contract on in connection of this contract.	"Any and all claims of whatsoever nature" is simply not acceptable in contract terms. We can only indemnify Purchaser against losses caused solely by us and cannot undertake to indemnify losses due to other causes that includes Natural calamities, Pandemic and the like included under Force majeure.	As per clause no-31 of GCC Rev-07.

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10		39	<p><b><u>HOLD ON CONTRACT EXECUTION CASES OTHER THAN FORCE MAJEURE</u></b></p> <p>In case of uncertainty regarding lifting of HOLD on contract execution relating to any activity put by Buyer/BHEL (because of any reason other than Force Majeure) or by end customer (cancellation or hold on project), the contract/Purchase Order may be short closed by Buyer/BHEL after 3 years from date of imposition of HOLD without prejudice to any claim of either party with regard to the executed portion of the contract. However, all future obligations of the Buyer and Seller with respect to the contract/Purchase Order shall come to end in case of such short closure.</p>	Any HOLD issued by Purchaser on a temporary basis, upto 3 months, can be accepted by Supplier and incase the HOLD is not lifted after 3 months, all costs incurred by the Supplier shall be reimbursed by Purchaser against documentary evidence and inspection. Any resumption of work beyond 3 months issued by the Purchaser can be accepted by Supplier, after agreement on commercial matters as applicable.	As per GCC Rev-07
11			Comissioning	Commissioning shall be deemed completed within 3-5 months from handing over of last foundation /final civil front. OR within 8 months from handing over of site for erection, whichever is earlier. All payments linked to this milestone shall be released accordingly.	As per GCC Rev-07 & NIT
12			Handing over of the plant	Purchaser must take over Operation of the our commissioned equipment immediately after manual commissioning and deploy its own manpower for regular operation upto Auto Commisisoning, PG Test and Beyond, as applicable.	As per GCC Rev-07 & NIT