

Corrigendum - 08 dated 06/12/2024 to CPC Tender No.: BHEL/CPC/LRA SGL KOD/PMC/25/039

**Corrigendum - 8** to Tender for the Services of “Engagement of a consulting firm for Project Management Consultancy for efficient execution of 2X800 MW NTPC Lara Project, 2X800 MW NTPC Singrauli Project & 2X800MW DVC Koderma (Phase-II).”

**A) Time Extension:** Clause No. 1.0 Salient Features of NIT in NOTICE INVITING TENDER is revised as below:

Sl. No.	Clause No.	Existing in Tender	Extended vide Corrigendum - 1	Extended vide Corrigendum -2	Extended vide Corrigendum -3	Extended vide Corrigendum -5	Extended vide Corrigendum -6	Revised as
1	Sl. No. v) DUE DATE & TIME OF OFFER SUBMISSION.	Date: 01/11/2024, Time: 10:00 Hrs	Date: 08/11/2024, Time: 10:00 Hrs	Date: 16/11/2024, Time: 10:00 Hrs	Date: 23/11/2024, Time: 10:00 Hrs	Date: 29/11/2024, Time: 10:00 Hrs	Date: 06/12/2024, Time: 10:00 Hrs	<b>Date: 11/12/2024, Time: 16:00 Hrs</b>
2	Sl. No. vi) OPENING OF TENDER	Date: 01/11/2024, Time: 16:30 Hrs	Date: 08/11/2024, Time: 16:30 Hrs	Date: 16/11/2024, Time: 16:30 Hrs	Date: 23/11/2024, Time: 16:30 Hrs	Date: 29/11/2024, Time: 16:30 Hrs	Date: 06/12/2024, Time: 16:30 Hrs	<b>Date: 11/12/2024, Time: 18:30 Hrs</b>

**B) Some of the Bidders sought clarifications in regard to the published tender specification. The clarifications issued by BHEL are as below:**

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1.	GCC clause 2.27  And Form F-21: Indemnity Bond	GCC Cl 2.27: The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract limited to 100% of the contract value. BHEL shall be entitled to recover all such losses from the due payments such as unpaid invoices & Securities of the selected bidder.	<i>As per Form F-21 (Indemnity Bond), the consultant is required to indemnify BHEL (<b>notwithstanding</b> the limitation of liability clause) for breach of terms of the contract, which makes the <b>limitation of liability clause ineffective</b> and thus, making the <b>aggregate liability as unlimited</b>.</i>  <i>In light of the foregoing, we request you to kindly delete the phrase '<b>notwithstanding the limitation of liability clause</b>' and point 1 of the Indemnity Bond F-21 at page 2 i.e. 'breach of terms of contract by the contractor' or in the <b>alternative kindly replace the term 'notwithstanding' with 'subject to'</b> at pg. 2 of Indemnity bond F-21, thereby <b>making the indemnities / liabilities under the Indemnity bond limited to 1x of the TCV as mentioned in the GCC.</b></i>	1. Clause 2.27 of GCC is being modified as follows:  The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract limited to 100% of the contract value. BHEL shall be entitled to recover all such losses from the due payments such as

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		<p><b>F-21 Para 8:</b> The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :</p> <ol style="list-style-type: none"> <li>1. breach of terms of contract by the contractor;</li> <li>2. breach of laws by the contractor;</li> <li>3. breach of Intellectual property rights by the contractor;</li> <li>4. breach of confidentiality by the contractor;</li> </ol>	<p>As you understand that working with uncapped / unlimited liability possess unlimited risk to the bidder. Hence, <b>requesting appropriate action / clarification in this regard to proceed.</b></p>	<p>unpaid invoices &amp; Securities of the selected bidder. <b>The limitation of liability shall not however be applicable in case of violation of any Law, intellectual property rights or breach of confidentiality</b></p> <p>2. Revised "Indemnity Bond" Form No.: F-21 (<b>Rev01</b>) of FORMS &amp; PROCEDURES VOLUME-1D attached herewith as Annexure-1 at the end of this corrigendum.</p>														
2.	GCC clause 2.28.5	In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail		<b>Void</b>														
3	Clause 3.1.9	<p>"In case of non-availability of the required personal at site, BHEL shall not make the payment for the period of actual absence on pro rata basis (Considering 25 working days per month). In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal at Site."</p>	<p>In case of non-availability of the required personal during working days at site, BHEL shall impose the penalty as per the below table.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Measurement</th><th>Definition</th><th>Absence days</th><th>Penalty on Monthly fee</th></tr> </thead> <tbody> <tr> <td rowspan="3">1</td><td rowspan="3">Absence of consultant's team deployed</td><td rowspan="3">Placed /Posted at any of project site i.e., Lara, Singrauli and Koderma project</td><td>Upto 3 working days in a month</td><td>Nil</td></tr> <tr> <td>3-9 working days in a month</td><td>INR 5,000 per person per day</td></tr> <tr> <td>More than 9 working days in a month</td><td>INR 10,000 per person per day</td></tr> </tbody> </table>	Sr. No.	Measurement	Definition	Absence days	Penalty on Monthly fee	1	Absence of consultant's team deployed	Placed /Posted at any of project site i.e., Lara, Singrauli and Koderma project	Upto 3 working days in a month	Nil	3-9 working days in a month	INR 5,000 per person per day	More than 9 working days in a month	INR 10,000 per person per day	Tender Conditions shall prevail.
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			<p>For the purpose of clarity, working days means, working days as applicable to BHEL at respective project site (Nonworking days will include weekly offs and statutory holidays/ national holidays as applicable to BHEL staff).</p> <p>For planned leaves of team deployed that extend beyond three days in any given month, the consultant shall be allowed to replace the absent personnel with equivalent alternative staff with prior consent of authorized BHEL official.</p> <p>In any event, the total number of leaves which can be availed by respective project team member shall not exceed more than 36 non-working days in a calendar year.</p>	
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**Note:**

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

**for BHARAT HEAVY ELECTRICALS LTD  
Sr. Manager / SCT- CPC**

## **INDEMNITY BOND**

**(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)**

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This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shreemohini Complex, 345, Kingsway Nagpur (Maharashtra) - 440001 (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

## **INDEMNITY BOND**

**(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)**

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The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of laws by the contractor
2. breach of Intellectual property rights by the contractor
3. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxxx

Witness:

- 1.
- 2.