

PRE TREATMENT PLANT - 1 x 800 MW GSECL, WANAKBORI STPP, UNIT NO.8
REPLIES OF PRE-BID CLARIFICATION - CORRIGENDUM/ADDENDUM-03
Enq. No:- PE/PG/WAN/E-4929/2015

S. No.	Reference Clause of Tender documents	Tender Description	Bidder's Query	BHEL REPLY
1			Kindly confirm whether separate orders are issued for supply,civil & service portions.	Separate orders will be placed for (i) Main Supply, (ii) Mandatory Spares and (iii) E& C including Civil works & PG Test.
2			Kindly clarify if road permits & way bills for materials purchased outside Gujarat shall be provided by BHEL.	Waybills as applicable as per Gujarat Commercial Taxes, shall be issued from End Customer M/s GSECL for Supplies to the Project.
3			Kindly clarify whether service tax applicable on services part would be paid extra.	Refer SCC Rev 01 Rev 01 clause no. 19.0
4			Kindly clarify if Form C shall be issued by BHEL on Quarterly basis before the end of subsequent quarter for both CST 2% sales & sale in transit(E1 sales)	Refer SCC Rev 01 Rev 01 clause no. 19.0. [Pl. note sequence of activities: Vendor will furnish C-Form requisition quarterwise, subsequently, BHEL will verify the invoice details, obtain the C-Form from Sales Tax Auth., issue Photocopy of C-Form to Vendor, Vendor will provide original E1/E2 forms to BHEL upon receipt of which, Original C-form shall be provided to Vendor. This is as per standard practice being followed.
5			Kindly let us know whether BHEL would sign High Sea Sales agreement for import purchases and also let us know if BHEL provides applicable certificate, Import & Export registration Codes.	Since CIF content is not applicable as specified in NIT, no facilitation of Essentiality Certificate / High Sea Sales agreement/Import & Export Registration Codes will be done by BHEL to Indian Vendor. Foreign Vendor will anyway be quoting on FOB basis.
6			Kindly clarify if BHEL would sign High Sea Sales agreement for import purchases and whether applicable certificates and import & export registration codes for the same would be provided.	Refer above clarification
7			Kindly clarify if insurance coverage during transit, storage, erection & commissioning is under the scope of BHEL. If so, insurance premium costs would not be in the scope of the contractor.	BHEL has taken Comprehensive SCE cum Marine Insurance Policy for supplies made to the Project.
8			Kindly confirm if any concessions/benefits/exemptions on taxes & duties would be available for this job. If so, whether exemption certificates for the same would be obtained/issued by BHEL.	Refer SCC Rev 01 clause no. 19.0
9			Kindly clarify whether service tax (reverse charge) applicable on freight would be reimbursed or it should be loaded in the price bid.	Only quoted Freight (incl. service tax) as per Price format (as percentage of Ex-works) Shall be reimbursed upon documentary evidence (money receipt etc. from transporter). Any liability of reverse charge to BHEL shall be to bidders account.
10	-		Kindly clarify if two separate orders are issued for supply & services whether TDS under Gujarat VAT would not be applicable. For supply part tax invoice would be submitted and for service part, service tax invoice would be submitted.Only for civil job,TDS under Gujarat VAT would be applicable. Kindly specify whether rate of TDS under Gujarat VAT to be deducted.	Separate orders will be placed for (i) Main Supply, (ii) Mandatory Spares and (iii) E& C including Civil works & PG Test. Refer Clause No. 9(e) of our GCC rev 06, which says, Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and therefore, shall not be reimbursed. Bidder to note any statutory deductions of TDS etc. shall be made as per prevailing Govt. Acts.

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11			Kindly clarify if VAT registration under Gujarat would not be required for the contractor since Supply invoice would be submitted using Tamil Nadu VAT/CST registration since all the materials would be purchased outside the state of Gujarat.	Bidder to comply with applicable Statutory regulations and arrange for VAT registration in case specified as per Act.
12			Kindly clarify whether billing schedule of the order would be jointly signed by purchaser and contractor for the contract price.	Billing Schedule is mutually agreed document, which shall be finalized after placement of P.O.
13			Kindly indicate us whether Octroi and Entry tax are applicable in the state of Gujarat. If applicable whether same would be reimbursed by BHEL.	Refer Clause No.4.4 under other taxes & levies Also Refer SCC Rev 01 clause no. 19.0 for taxes and duties
14	BOQ cum Unpriced Format BOQ cum Unpriced schedule_Indian and Foreign		Kindly provide us the price Schedule format in excel in which we need to fill the price for bid submission as we are able to find only the unpriced format.	Price schedule format in PDF format is uploaded in the website. The same format is used for filling prices. Excel sheet uploaded in website along with clarifications, however bidders to ensure no changes are made in the format.
15	Volume II-B		Kindly provide the dimensions of clarified water storage tank.	Follow NIT.
16	Volume II-B		Please clarify whether the inlet raw water is pumped or flows through gravity.	Follow NIT.
17	Volume II-B		Kindly confirm the line pressure for inlet pipe. If it is pumped, whose scope is it.	Follow NIT.
18	Volume II-B Section C1 Technical Specification for Pretreatment Plant - 1.1 - C) - vi. Page 28 of 581	"Design Pressure in kg/cm2 (g) = 6.0"	As per P&ID(PE-DG-408-158-A001),the pressure at the inlet control valve is mentioned as 1 kg/cm2 which differs from the pressure mentioned in DATASHEET-A.Kindly confirm which one to consider.	Follow NIT.
19	Volume II-B Section C1 Technical Specification for Pretreatment Plant - 1.1 - B) - i. Page 28 of 581	Bypass line provided from upstream of stilling chamber to inlet of Clarified Water Reservoir	Kindly confirm the distance of bypass line.	Follow NIT.
20	Volume II-K/3 Section 1 1.01.00 Page 44 of 581	"An arrangement for sludge recirculation to clarifiers shall be provided to aid flocculation in case of low turbidity in raw water"	Kindly clarify whether the sludge recirculation line goes to HRSCC Rev 01 or to Stilling Chamber(P&ID-PE-DG-408-158-A001).	Follow NIT.
21	Volume II-K/3 Section 1 2.20.00 Page 46 of 581 Two (2) nos. Lime Solution Dosing Boxes each complete with all other accessories.	Two (2) nos. Lime Solution Dosing Boxes each complete with all other accessories.	Kindly clarify where the lime solution dosing box is present and its purpose.	REFER AMMENDMENT-1

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22	Volume II-K/3 Section 1 5.09.00 Page 49 of 581	Material of construction of pipes under various services as envisaged are reproduced.	The material of constructions for pipes given in the clause for pretreatment plant differs from what is mentioned in the P&ID-PE-DG-408-158-A001. Kindly clarify which one to consider.	Follow NIT.
23	Volume II-K/3 Section 1 5.05.00 Page 49 of 581	Various chemical preparation and injection systems in the Raw Water Pre-Treatment Plant shall be designed for the dosage rates as follows:	Kindly clarify which dosage rates to be followed for equipment sizing. (Volume-II-B, Section-D1, 2.0, Page 299 of 581).	Follow NIT.
24	Volume II-K/3 Section 1 5.09.00 Page 50 of 581	Sludge pipe from different manholes to Sludge Pit	Kindly confirm the location of manholes from which sludge pipe is to be laid.	Follow NIT.
25	Volume II-B		Kindly confirm the pressure of service air provided.	REFER AMMENDMENT-1
26	Volume II-B Section C1 Table-1 Page 27 of 581	Raw water analysis	Kindly confirm which water analysis to be considered. Raw Water analysis or Jackwell Water analysis (Volume-II-K/3-Section-1, Page 62 of 581)	Follow NIT.
27	Volume II-B Section C1 Table-1 Page 27 of 581	Raw water analysis	Kindly provide the inlet water turbidity.	REFER AMMENDMENT-1
28	Volume II-B		Kindly provide the Technical Specifications for Air Blowers for sludge sump as the same is absent in DATASHEET-A. Also mention the scope of blowers. Please confirm whether silencers are required for the same.	Follow NIT.
29	Volume II-B Section C1 DATASHEET-A/ C)III) Page 28 of 581	Design flow rate = 1900 m3/hr (net) + water loss through sludge	Kindly confirm the inlet flow of the clarifier, Since it is given as 1900 m3/hr in GSECL datasheet (Page 63 of 581)	Follow NIT.
30	General		Kindly provide the bid evaluation procedure clearly.	As per NIT.
31	General		Kindly confirm the auxiliary power consumption guarantee is there in the bid evaluation and if it is there please let us know the loading criteria.	Follow NIT.
32	General		Kindly provide the General Technical Requirement/ Specification for all pumps as it is missing in the tender.	Follow NIT.
33	General		Kindly confirm RCC Channel dimensions (length, width, height) between stilling chamber and distribution chamber.	Follow NIT.
34	General		Kindly confirm RCC Channel dimensions (length, width, height) between HRSCC Rev 01 and clarified water storage tank.	Follow NIT.
35	General		Kindly confirm whether sludge transfer to AHP is in bidder's scope? If so, kindly provide the distance.	Follow NIT.
36	Layout		Can the layout be optimized by the bidder?	Follow NIT.
37	General		Please provide the Soil Bearing Capacity of the Site.	Follow NIT.

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38	General		Please provide the Soil Report of the Site.	Follow NIT.
39	General		Please provide the Civil material specification, whether IS codes and standard practices can be followed.	Follow NIT.
40	General	FGL, EGL, HFL etc.,	Please provide the FGL, FFL, EGL, HFL etc.,	REFER AMMENDMENT-1
41	Operation and Control Philosophy Cl. No. 7 Page 51 of 581	The Control Panel shall be hardware based with provision of Remote I/Os for interfacing with DM Plant - PLC in order to facilitate to monitor the operation of Raw Water Treatment Plant from DM Plant Control Tes	The Bidder will provide the necessary port for Communication. Cables required to interface PT plant PLC and DM Plant PLC will be provided by BHEL. Kindly confirm	REFER AMMENDMENT-1
42	Section C - C&I Specific Technical Requirement. Clause No. 4 Page 334 of 581	The communication between PLC and Main plant DCS shall be OPC compliant (Data Access 2.0) TCP/IP on Fibre Optic link. The communication link between PLC and Main plant DCS shall be redundant. The necessary hardware/software including LIU (Light Interface unit) at PLC end shall be in Bidder's scope. Repeaters, if required for interfacing shall also be provided by the bidder. For communication between main plant DCS and PLC, the PLC end shall be considered as server and DCS shall be considered as client.	The Bidder has understood that the Bidder will provide Ethernet Port with Fiber Optic Port. The Fiber Optic cable for communication from PT Plant PLC to Plant DCS will be provided by Client. Please confirm	REFER AMMENDMENT-1
43	Volume II-B Section C - C&I Specific Technical Requirement. Page 334 of 581	In addition to OWS operation, hardware based monitoring / control / annunciation shall be provided for the systems where HMI workstations are not envisaged or need for such back up is strongly recommended by Bidder for the safe shutdown of the system	Should the Bidder provide a Control/ Annunciator Desk, as all the systems are monitored from PT Plant PLC and OWS. And also a separate Control Desk/ Annunciator is not shown in the PLC System Configuration.	Follow NIT.
44	Volume II-B Section IV-Tech Spec for Cables Page 311 of 581	Power and Control Cables shall cover the requirement of entire Plant including the switchyard. The cables shall be furnished in accordance with this specification and annexure	This particular clause is not applicable. The Bidder will follow only the Electrical Scope Matrix furnished in Pg 263/581. Please confirm.	REFER AMMENDMENT-1
45	Volume II-B Section IV-Tech Spec for Cables 6.02.00 Page 319 of 581	Cables : Documents to be submitted with Bid	The Documents mentioned in this clause are not applicable for the Bidder, as they are not in Bidder's scope.	REFER AMMENDMENT-1
46	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) Pg 12 of 581	COC : 5 CTBD 372	Please confirm clarified water will be used for cooling tower make-up and if yes if any other water treatment system is existing between PT outlet and cooling towers make-up.	FOLLOW NIT.

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47	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) TERMINAL POINT Pg 25 of 581	Sludge Transfer Pump to CHP (Coal Handling Plant) : Consider 1000 meter (Buried).	Will BHEL provide details of the underground occupation (pipelines, electric cables ...), current/future, along the progress of other construction works, along the mentioned 1000 m (buried) ?	FOLLOW NIT.
48	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) TERMINAL POINT Pg 27 of 581	RAW WATER ANALYSIS (INLET TO PT PLANT)	Please clarify if TSS 800 ppm is max value only during wet season or if this max value may be measured during dry season as well.	FOLLOW NIT.
49	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) Pg 171 of 581	11.0 LIQUIDATED DAMAGES	The parameters stipulated for Performance Guarantee and that can lead to liquidated damages are Guaranteed Output, Guaranteed Overall Heat Rate, Guaranteed Total Auxiliary Power Consumption, Guaranteed DM Water production, parameters with no direct cause/consequence link with performances of PT system and treated water quality at the outlet of this PT system. The liquidated damages scheme looks quite complex. Please clarify if any liquidated damages scheme directly related to treated water quality at the outlet of this PT system and clarify this scheme.	REFER AMMENDMENT-1
50	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) Pg 243 of 581	3.00.00 SCHEDULE OF GUARANTEES WHICH ATTRACT LIQUIDATED DAMAGES		
51	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 1 OF 2) Pg 575 of 581	PLOT PLAN	Could you please confirm the surface available for construction of PT plant : 100 m * 50 m ?	FOLLOW NIT.
52	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 2 OF 2) Pg 47 of 985	GENERAL SITE INFORMATION	Please confirm that the plot of the plant is officially owned by GSECL and that there is no land acquisition issue pending. Please confirm if the stretch from the fence of the plant to the river Mahi has been attributed to GSECL so that a pipeline could be lined-up without land acquisition issue.	No such issues are known as on date. BHEL has already mobilized its Site. Levelling & Grading works are in full swing at Site. No hold-ups from any agency are known from GSECL.
53	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 2 OF 2) Pg 84 of 985	PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT (Preliminary investigation work under progress. Investigation data will be made available by GESCL after completion of field investigation report).	Could you please give us access to the final Geo-technical Investigation report ?	REFER AMMENDMENT-1
54	PE-TS-408-158-A001 Volume II B Section C1 Rev 00 (BOOK 2 OF 2) Pg 345 of 985	Storage of Materials	Space for storage yard and site office will be provided free of cost by BHEL to the bidder. Please confirm.	BHEL will facilitate nominal Space for Office and Storage Yard from Owner for PT Plant Vendor within the constraints imposed by Owner on BHEL. Bidder may like to make Site visit before quoting.
55	others		We suppose the construction of approach road to the PT plant is BHEL scope. Please confirm.	FOLLOW NIT.
56	others		Please confirm if water for construction will be only Mahi River water, or if any other source will be available.	Refer SCC Rev 01, Cl. No. 22 under Notes for Turnkey packages
57	others		Please clarify if electricity for construction will be available.	Refer SCC Rev 01, Cl. No. 22 under Notes for Turnkey packages

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58	others		Please clarify if colony for workers need to be arranged by bidder.	Labor Colony as per applicable Labor Laws for Labor engaged by E&C Contractor shall be in bidders' scope Bidder may like to make Site visit In case they feel so.
59	others		Please confirm the date of the erection of the pipeline from the river to the plot set for the PT plant	As per project Schedule agreed with Owner M/s GSECL.
60	GCC Rev. 06 Pg 20 of 66	VARIATION OF CONTRACT VALUE : Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value (Ex-works) unto 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 unto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.	Please clarify what is the loading for the price variation clause? How does it work? NIT sates that prices are firm but GCC include the variation of contract value : is the variation of contract value clause enforceable for this project? How does it work for this project?	This is a Firm price contract.
61	GCC Rev. 06 Pg 48 of 66 ANNEXURE– VIII LOADING CRITERIA	No deviations in GCC terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below: D) PRICE VARIATION CLAUSE (PVC) PVC Instead of Firm Price – Maximum ceiling of PVC as demanded by vendor.		

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62	GCC Rev. 06 Pg 21 of 22.	<i>30.0 INDEMNIFICATION Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract.</i>	This clause is very vague and a strict reading would mean we are to indemnify client for claims under any circumstances which is not acceptable/nor insurable. Please confirm that it will be revised with the following amendments: i. Seller / Contractor shall fully indemnify, save harmless and defend Purchaser / Owner from and against any and all losses, costs damages, injuries, liabilities, claims and causes of action, penalties and interest, including reasonable attorney's fees (collectively, the "Damages"), directly or indirectly arising out of or resulting from or related to claims by third parties arising out of or related to this Contract or the Project, including any damage to or destruction of property of, or death of or bodily injury to, any person to the extent resulting from Seller / Contractor's fault, negligence, strict liability, alleged fault or intentional act or omission or other act or omission in the performance of this Contract. ii. Purchaser / Owner shall fully indemnify, save harmless and defend Seller / Contractor from and against any and all Damages arising out of or resulting from claims by third parties arising out of or caused by Purchaser / Owner's omissions or negligence; provided that the foregoing obligation shall not apply to the extent the Seller / Contractor are contributory negligent or to the extent such damages are caused by the acts or omissions of the Seller / Contractor.	This Clause is applicable for Project and Package mentioned in the NIT.
63	others (insurance)		we are made to bear risk of properties loss of works during transit, erection/commissioning, yet we are not responsible for relevant insurances and have no information on how we will be protected. Please confirm the details of the relevant insurance and how the contractor would be covered.	BHEL has taken Comprehensive SCE cum Marine Insurance Policy for supplies made to the Project.

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64	Liabilities structure & overall cap Art 26.2 and Art. 30 GCC	Pursuant to the Contract the aggregate liability to Purchaser under the provisions of the Agreement will not exceed the Contract Price.	Notwithstanding the existence of the said limitation, Art.26.2 seems to be in conflict with the Indemnification provision (Art.30 GCC) since no cap is stated : " Seller/ Seller shall fully indemnify and keep indemnified the against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract". To avoid any misunderstanding the Purchaser shall clarify that the following provision will be added in lieu and place of articles 26.1GCC (last paragraph), 26.2 GCC and 30 GCC: Notwithstanding any other provisions of this Agreement, Seller 's aggregate liability to the Owner under the provisions of this Contract whether based on Contract, Tort (including negligence), strict liability, Guarantee or otherwise for Performance of the Work or breach of this Agreement shall not exceed the Contract Price	Refer GCC Rev 06, cl no: 26.1 General Commercial Terms & Conditions
65	Exclusion of indirect damages	There is no mention about the exclusion of indirect and /or consequential damages	To seek Purchaser clarification by considering the following provision:. Notwithstanding anything to the contrary under the Contract , the Seller shall not be liable, by way of indemnity or by reason of any breach of the Contract or in tort (including negligence), strict liability, Guarantee or otherwise, for loss of use of any part (or all) of the services or for loss of production, loss of profit or loss of any contract or for any indirect special or consequential loss or damage which may be suffered by in connection with the Contract".	Refer GCC Rev 06, cl no: 26.1 General Commercial Terms & Conditions
66	LDs/delay/performance/ Cap Art. Art. 16 GCC	In particular the Purchaser may at convenience • terminate partially or totally the Contract even if the cap is not reached; in addition the Seller shall be liable for any extra costs incurred by the Purchaser • reserve the right to purchase from elsewhere at the risk and cost of the Seller, the equipment not delivered on time	As we may understand the principle of liquidated damages is totally set aside and this notwithstanding the fact that Contract states that the Purchaser will recover a sum as liquidated damages and not as a penalty. The liquidated damages are not the as the sole remedy available to the Purchaser for delay In that respect it shall be clarified that: These delay damages shall be the only damages due from the Seller for such default with no further Purchaser remedy, prior to the completion of the works. These damages shall not relieve the Seller from his obligation to complete the Works, or from any other duties, obligations which he may have under the Contract. In that respect Articles 16.2.2 GCC to ART.16.2.4 shall be removed.	As per GCC Rev 06, clause no. 16.0, General Commercial Terms & Conditions

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67	Force Majeure Art.29 GCC	A prolonged suspension will not entitle the Seller to terminate the Contract. The sole Purchaser is entitled to terminate or to decide if the event of Force majeure has ceased	To be clarified that in case of prolonged event the Seller is entitled to terminate the Contract. In order to avoid any unfair and stick to balanced position, the Purchaser is requested to reconsider the provision pursuant to which decision of the Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties	Refer GCC Rev 06, cl no: 29 General Commercial Terms & Conditions
68	Change Order or Scope	Prices shall remain Firm (or with PVC as specified in NIT) for any increase or decrease in the Order/ Contract value unto plus or minus 30% (for any amendment) within 2 years from the date of original PO unless specified otherwise in NIT. The shall have the right to increase or decrease quantities and scope unto the above extent of value and Seller/ Seller shall be bound to accept the same at the contracted prices without any escalation.	This provision shall is not clear and needs to be clarified. In any case it shall be considered that any change to the Purchaser's Requirements or the Works will give rise to: (a) an extension of time for completion (b) payment of any such Cost, which shall be added to the Contract Price.	This is a firm price contract.
69	Defects Liability Period Art. 12.2 GCC	The Guarantee Period is twelve 18 months from date of commissioning of Plant. Seller's liability is not be limited to replace or repair defective parts free of charge, but also at the option of the, to the payment of the value, expenditure and damages. Finally the Purchaser decision with regard to Seller's liability and the amount involved, payable by the Seller under the guarantee shall be final, conclusive and binding.	As the general principle during the defect liability period the Seller obligations are to repair and/or to replace. This is a general accepted standard for any EPC contract. Therefore we don't see legal ground or understandable reason for which the Purchaser shall have this additional remedy under the Defect liability period. As a result of this we do ask the Purchaser to remove such right.	AS per Cl. No. 12.0 (except 12.2a), GCC Rev 06, General Commercial Terms & Conditions
70	Change in law Art. 25 GCC	Pursuant to the Agreement the confidentiality obligation shall be performed by the Seller only.	To be clarified and agreed that the confidentiality shall apply to all the parties involved in the project and shall not rest only with the Seller.	Refer NIT, GCC, SCC Rev 01, Specifications.
71	Change in law	There is no provision under the Contract providing for events and consequences of "Change in law".	The contract does not provide a remedy to the Seller to mitigate the consequences of change in law. We ask the Purchaser to clarify that: As a general rule and a standard principle in EPC contracts , if the Seller suffers (or will suffer) delay and/or incurs (or will incur) additional cost as a result of these changes in the Laws or in such interpretations, made after the effective date, the Seller shall be entitled to: (a) an extension of time for completion (b) payment of any such cost, which shall be added to the Contract Price.	

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72	Purchaser Termination for convenience (Art.27.1 GCC)	The Purchaser is entitled to terminate the Contract in whole or in part at its convenience, at any time In the event of decline, diminution, stoppage of its business. In that event the seller compensation will be mutually agreed	The consequence of Purchaser termination is unsatisfactory. We do consider that the Purchaser shall clarify that Seller shall be entitled to: (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Seller as of the date of termination (b) the costs reasonably incurred by the Seller in the removal of the Seller's Equipment from the Site and in the repatriation of the Seller's and its Subcontractors' personnel (c) any amounts to be paid by the Seller to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges (d) costs incurred by the Seller in protecting the Facilities and leaving the Site in a clean and safe condition (e) the cost of satisfying all other obligations, commitments and claims that the Seller may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.	As per GCC Rev 06, clause no. 27.0, General Commercial Terms & Conditions
73	Termination by Seller	The Seller doesn't expressly provide any event entitling the Seller to termination.	To be clarified that : the Seller will be entitled to terminate the Contract at Purchaser risks as per the occurrence of the following events: - Prolonged suspension of the contract for more than 90 days resulting from the Purchaser request - The Purchaser has failed to pay the Seller any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause - The Seller is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the Site or other areas - Prolonged suspension for more than 90 days as the result of a Force Majeure event - the Purchaser substantially fails to perform his obligations under the Contract - the Purchaser becomes bankrupt or insolvent, goes into liquidation - the Purchaser shall pay to the Seller all payments specified in the event of Purchaser termination for convenience under Art 27.1 GCC, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Seller arising out of, in connection with or in consequence of such termination	Refer NIT, GCC, SCC Rev 01, Specifications.

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74	Dispute resolution Art 31 GCC and Art.32GCC	The contract states that dispute shall +be referred to the Purchaser whose decision shall be final. In the event the Parties do not agree on the Purchaser decision, the dispute shall be settled by the arbitration of the person appointed by the competent authority of the Purchaser in accordance with the Provision of the Indian Arbitration Act. The seat of arbitration will be New Delhi.	Please clarify if such understanding is correct. If positive we consider that the appointment of the Purchaser nominee will definitely lead to subjective, not impartial and unfair decision .In respect of the foregoing we suggest to replace art 31 and Art 32 GCC by the following : In the case of any dispute or differences or claim arising out of or in connection with or relating to this Agreement or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof (the "Dispute"), the Parties shall attempt to first resolve such Dispute or claim through discussions between senior executives of the Parties. If such Dispute is not resolved through such discussions within thirty (30) days after one Party has served a written notice on the other Party requesting the commencement of discussions, the Dispute shall be finally settled by reference to arbitration by either Party under accordance with the rules of Arbitration and Conciliation Act 1996 or statutory modification or re-enactment thereof for the time being in force. For the purpose of such arbitration, the arbitration panel shall consist of three (3) arbitrators. Each of the Parties shall be entitled to appoint one (1) arbitrator and the two (2) arbitrators so appointed shall then jointly appoint a third arbitrator, who shall serve as chairman of the arbitration board. Whenever the two arbitrators do not agree on the prescribed time to appoint the third arbitrator, the latter shall be appointed by the Chief Justice of the High Court of New Delhi.	As per GCC, cl no: 31 & 32, General Commercial Terms & Conditions
75	Contract interruption risk exposure	No mention about contract interruption and related consequences resulting from an Purchaser request with no Seller default	It shall be clarified that whenever the Seller suffers delay and/or incurs Cost from complying with the Purchaser's instructions to suspend the Works, the Seller will be entitled to: (a) an extension of time for completion (b) payment of any such Cost, which shall be added to the Contract Price. A prolonged suspension (90 days) affecting the works, shall entitle the Seller to terminate the Contract at Purchaser risks.	Request for Delivery extension will be considered on the merit of the case.