BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date: 10 March 2021

CORRIGENDUM- 03

PROJECT	**:**	**5X800 MW YADADRI TPS**
PACKAGE	**:**	**CONDENSATE POLISHING UNIT**
ENQUIRY NO	**:**	**PE/PG/YAD/E-6613/2020 Dated 03.03.2021**
SUBJECT	**:**	**CHANGE IN NIT CONDITIONS**

Type of Corrigendum			
Technical Corrigendum -	☐	Commercial Corrigendum -	☑

Please note the following:

1. Clause no 25 of NIT stands withdrawn.

2. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

3. Due Date is being extended from 15.03.2021 to 20.03.2021 till 11:00 AM. Bid Opening shall be done at 04:00 PM on the due date.

4. Reply to Pre-Bid Queries attached with this corrigendum shall be treated as part of NIT.

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

Digitally signed by SHARAD CHANDRA
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=BHEL / PS-PEM- Noida, postalCode=201301, st=Uttar Pradesh, 2.5.4.20=089a16018da25cac45670e8f7d15d00fb0f21f752b7d5defc65e3d0da37894fd, cn=SHARAD CHANDRA
Date: 2021.03.10 16:13:21 +05'30'

Sharad Chandra
Manager/BOP

COMMENTS ON GCC REV 7

S. No	Page no	Clause number	Desctiption as per BHEL GCC Rev 7	Comments by BGR Energy Systems Ltd	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.	(ii) 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.	Any change having price implication shall be dealt as per clause no. 2.2.3 of ITB of GCC Rev-07
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 withdrawl for those deviations.	As per GCC Rev 07
3	5 of 28	6	**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) 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	OTHER TAXES & LEVIES 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

S. No	Page no	Clause number	Desctiption as per BHEL GCC Rev 7	Comments by BGR Energy Systems Ltd	BHEL Reply
5	13 0f 31	ANNEXURE– VII LOADING CRITERIA	**A. PAYMENT TERMS:** 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 documemtns (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 consinement, whichever is earlier. 5% - Against completion of PG test or 12 months from the date of MRC of the last consinement, 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 receitp 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 0f 31		**C. LIQUIDATED DAMAGES:** 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 ot 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.	Loading as per annexure-VII of GCC Rev 07

S. No	Page no	Clause number	Desctiption as per BHEL GCC Rev 7	Comments by BGR Energy Systems Ltd	BHEL Reply
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	As per GCC Rev07. Also be informed that BG value has been reduced from 5% to 3% (refer clause no 33 of NIT).
9	23 of 28	31	**INDEMNIFICATION** 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 natute" is simply not acceotable 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, Pandemnic and the like included under Force majuere.	Force majuere conditions are already given in clause no. 30.0 of GCC Rev07

S. No	Page no	Clause number	Desctiption as per BHEL GCC Rev 7	Comments by BGR Energy Systems Ltd	BHEL Reply
10		39	**HOLD ON CONTRACT EXECUTION CASES OTHER THAN FORCE MAJEURE** 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.	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 Rev07.
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 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 NIT

Pre-Bid clarification for Condensate polishing Unit Package

Tender.	**PE/PG/YAD/E-6613/2020**
Project:	**Design, engineering, manufacturing, supply, testing, erection & commissioning, etc of Condensate Polishing Unit system for 5 x 800 MW Yadadri TPS.**

S.No	Volume	Section	Clause	Page No	Specification requirement	Clarification	BHEL Reply
1	VI	VII	2.05.00	Page 632 of 669	Furniture	We understood that, since DCS panel and control desk are in in M/s BHEL Scope and if furniture for control room is applicable for CPU is under M/s BHEL Scope.	Bidder understanding is correct.
2	VI	VII	2.04.00	Page 630 of 669	Panels and cabinets	We understood that, since DCS is in M/s BHEL Scope and if all panel cabinets and control desk also applicable for CPU is under M/s BHEL Scope only.	Bidder understanding is correct.However, if any local panel other than DCS/Back up Panels envisaged by bidder as per system requirement same shall be in Bidder's Scope.
3	VI	VII	2.00.00	Page 627 of 669	Control desk and Panels		
4	VI	VII	1.00.00	Page 644 of 669	Erection hardware	As per our understanding Erection hardware and fittings is in M/S BHEL scope of supply : Pl confirm	Bidder understanding is not correct. As Erection and Commissioning is in Bidder's scope. All Erection Hardware and filltings shall be in Bidder's scope.