BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date: 05 Feb 2021

CORRIGENDUM- 04

PROJECT	**:**	**5X800 MW YADADRI TPS**
PACKAGE	**:**	**CONDENSATE POLISHING UNIT**
ENQUIRY NO	**:**	**PE/PG/YAD/E-6595/2020 Dated 25.01.2021**
SUBJECT	**:**	**TECHNICAL AMENDMENT+ PRE BID QUERY REPLY**

Type of Corrigendum			
Technical Corrigendum -	☑	Commercial Corrigendum -	☑

Please note the following:

1. **Reply to Pre-Bid Query & Technical Amendment No # 3 (Change of Price Format) 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
Manager/BOP

	AMENDMENT ON TECHNICAL SPECIFICATION FOR CONDENSATE POLISHING UNIT 5X800 MW YADADRI TPS	SPECIFICATION NO.: PE-TS-417-155-A001
		AMENDMENT NO # 3
		REV. NO. 00 DATE: 04/02/2021
		Page **1** of **1**

The following modifications with respect to Technical Specification for **CONDENSATE POLISHING UNIT** BHEL's Suggested Price Format for 5X800 MW YADADRI TPS shall apply.

Bidder to note that existing documents detail as appearing in the NIT stands modified with modified Document details as mentioned below in **SCHEDULE A** and to be complied by the bidder.

SCHEDULE-A

MODIFIED CLAUSES/ PAGE NUMBERS:

Sl no.	Vol. No.	Section/ Description	Clause no	Page no	Existing Document Detail	Modified Document Detail
1.	-	Suggested Price Format	-	-	Suggested Price Format Rev 00	Suggested Price Format Rev 00 has been replaced with Suggested Price Format Rev 01. Bidder to refer and comply the same.

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SUGGESTED PRICE FORMAT					
		Doc No:		PE-PF-417-155A-A001	
		Rev No:		1	
		Date of issue		05-02-2021	
NAME OF PROJECT:	5X800 MW YADADRI THERMAL POWER STATION				
NAME OF PACKAGE:	CONDENSATE POLISHING UNIT				
TECHNICAL SPECIFICATION:	PE-TS-417-155A-A001				

S. No.	DESCRIPTION	HSN/ SAC CODE	UNIT	QTY	AMOUNT (Ex-Works)
1.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART , SERVICES PART & MANDATORY SPARES comprising of design (i.e. Preperation and submission of drawing/ documents including " As Built " drawings and O&M Manuals) , engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables(excluding chemicals), mandatory spares alongwith spares for erection ,startup and commissioning as required, forwarding, proper packing, shipment and delivery at site,unloading, handling, transportation & storage at site, in site transportation, assembly, minor civil works, erection & commissioning, trial run at site and carrying out performance guarantee tests at site , training of customer/ client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.		Set	1	
2.0	**MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.**				
2.1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable),fill of lubricants & consumables (excluding chemicals), alongwith spares for erection , startup and commissioning as required, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.		Set	1	
2.2	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for the SERVICES PART, comprising of unloading, handling, transportation & storage at site, in site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site and carrying out performance guarantee tests at site, training of customer/ client O&M staff & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.		Set	1	
2.3	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for **Mandatory spares** comprising of manufacture, fabrication, assembly, inspection / testing (as applicable) at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee as per tender technical specification , amendment & agreements till placement of order. (Price break up of mandatory spares is to be furnished as per Annexure- I).		Lot	1	
2.4	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for ENGINEERING PART for project and package specified for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.		Set	1	

Note:
1.) PG to consider and suitably incorporate taxes, duties and other commercial aspects.
2) The Engineering charges as mentioned above in S.No. 2.4 shall not be more than 2% of the total lumpsump value as per Sl. No. 1.0 as per GCC
3) Please note that the complete engineering of the package is in the scope of bidder as per the tender requirement. However, for the payment purpose bidder to note that 50% of price as per sl. no. 2.4 shall be made against basic engineering (i.e. Preparation and submission of basic drawing/ documents as indicated in tender specification section-I,sub section-IA, Annexure-VII) and the remaining payment shall be made for the balance engineering part on pro-rata basis.

Particulars of bidder / authorised representative

Name	Designation	Signature	Date		Company Seal

SUGGESTED PRICE FORMAT ANNEXURE-I LIST OF MANDATORY SPARES		Doc No:	PE-PF-417-155A-A001	
		Rev No:	1	
		Date of issue		
NAME OF PROJECT:		5X800 MW YADADRI THERMAL POWER STATION		
NAME OF PACKAGE:		CONDENSATE POLISHING UNIT		
TECHNICAL SPECIFICATION:		PE-TS-417-155A-A001		
S. N.	**Equipment**	**UNIT**	**Spares Quantity for 5 Units**	**AMOUNT (Ex-Works)**
1	**Spares for Horizontal Centrifugal Pumps**			
1.1	Shaft	Nos.	2 Nos.	
1.2	Shaft Sleeve	Nos.	4 Nos.	
1.3	Impeller	Nos.	2 Nos.	
1.4	Impeller locking nut and bolt	Nos.	8 Nos.	
1.5	Impeller wear ring	Nos.	8 Nos.	
1.6	Casing wear ring	Nos.	8 Nos.	
1.7	Oil Seal	Nos.	8 Nos.	
1.8	Oil Deflector	Nos.	6 Nos.	
1.9	Oil Ring	Nos.	6 Nos.	
1.1	Gland Packing	Nos.	8 Nos.	
1.11	Lantern Ring	Nos.	6 Nos.	
1.12	Mech Seal Assembly	Nos.	2 Nos.	
1.13	Stationary/Carbon Packing and O “Ring for Mechanical Seal"	Sets	6 Sets	
1.14	Oil Level Gauge	Nos.	6 Nos.	
1.15	Coupling	Nos.	4 Nos.	
1.16	Rubber Bush for Coupling	Nos.	4 Nos.	
1.17	O " Rings "	Sets	4 Sets	
1.18	Suction Strainers Element	Nos.	6 Nos.	
1.19	Bearing for Pump Motor	Sets	4 Sets	
2	**Spares for Vertical Type Centrifugal Pumps (at Neutralising Pit)**			
2.1	Complete Bowl assembly	Sets	2 Sets	
2.2	Impeller (s)	Sets	2 Sets	
2.3	Shafts	Sets	2 Sets	
2.4	Casing wearing (s)	Sets	2 Sets	
2.5	Impeller wear ring (s)	Sets	2 Sets	
2.6	Shaft Sleeves	Sets	4 Sets	
2.7	Shaft Couplings	Sets	2 Sets	
2.8	Shaft nuts & keys	Sets	2 Sets	
2.9	Lantern rings	Sets	2 Sets	
2.1	Bell mouth liner	Sets	2 Sets	
2.11	Bearings	Sets	2 Sets	
2.12	Pump motor coupling	Sets	2 Sets	
3	**Spares for Agitators**			
3.1	Gear Box Unit Complete	Nos.	2 Nos.	
3.2	Bearing for Gear Box Unit	Sets	2 Sets	
3.3	Coupling complete (Motor/Gear box and gear box/agitator)	Sets	2 Sets	
3.4	Coupling Bolts	Sets	2 Sets	
3.5	Coupling shim pack (if applicable)	Sets	8 Sets	
3.6	Oil seals	Sets	8 Sets	
4	**Spares for Valves**			

4.1	i) Manual Diaphragm valves	%	20% of total quantity used for each type and size with minimum no. four (4) for each type /size/rating.(Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
	ii) Spare Diaphragm for above	%	20% of total quantity used for each type and size with minimum no. four (4) for each type and size. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
4.2	i) Non return valves (NRV)	Nos.	4 nos. of each size & type	
	ii) Flaps for above NRV	Nos.	4 nos. of each size	
4.3	Gate/Globe/Ball valves/plug valve/needle valve			
	i) Up to 4"	%	20% of total quantity used for each type and size with minimum no. four (4) for each type, size. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
	ii) Above 4"	Nos.	2 nos. each type and size.	
4.4	Butter fly valve			
	i) Up to 4"	%	20% of total quantity used for each type and size with minimum no. four (4) for each type, size. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
	ii) Above 4"	Nos.	2 nos. each type and size.	
5	**Spares for Filter Media/ ION Exchange Resins**			
5.1	Media for Activated Carbon Filters	%	20% of total quantity.(Total Quantity shall be calculated based on quantity of the item required for 1st set of complete regeneration system i.e. Quantity of activated carbon required for 1 complete ACF).	
5.2	Resins for each type of exchangers	%	20% of total quantity .(Total Quantity shall be calculated based on quantity of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system i.e. 4 charge resins+ 1 resin injection hopper charge)	
5.3	Ejectors	Nos.	Four (4) nos. of each type	
6	**Spares for Air Blowers**			
6.1	Impeller with shaft	Sets	2 Sets	
6.2	Bearings	Sets	2 Sets	
6.3	Oil seals	Sets	10 Sets	
6.4	Filter	Sets	2 Sets	
7	**Pneumatic Control Valve**			

7.1	Pneumatic Diaphragm for Diaphragm actuated valve	Nos.	4 Nos. for each type of Actuator	
7.2	Gland Packing	Sets	2 sets for each type of Control Valve	
7.3	Plug, Seat, Cage, Stem etc.	Sets	2 sets for each type of Control Valve	
7.4	Retainer Ring, Seal Ring etc.	Sets	2 sets for each type of Control Valve	
7.5	Gasket	Sets	4 Sets for each type of Control Valve	
7.6	Position Transmitter complete set	%	20% of total quantity used in the system for each type and model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
7.7	Control Valve E/P Positioner complete Set	%	20% of total quantity used in the system for each type and model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
7.8	Complete Set of Solenoid Valve for Pneumatic type On/Off Valve	Nos.	4 Nos. for each type & ratings	
7.9	Solenoid Coil for Pneumatic type On/Off Valve	Nos.	10 Nos. for each type & ratings	
7.1	Position Limit Switch for Pneumatic type On/Off Valve	Nos.	20 Nos. for each type & ratings	
8	C&I Items			
8.1	Transmitters/ Gauges/Switches etc. along with relevant accessories	%	20% of total or at least four (whichever is higher) for each type along with accessories.[Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection instruments].	
8.2	Temperature Element (RTD/Thermo-couple) with thermo well	%	20% of each type, range and immersion length. Minimum 10 nos. .[Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection instruments].	
8.3	Analysers			
a)	Field sensor	Nos.	4 nos.	
b)	Field transmitter/ complete electronic unit	Nos.	2 nos.	
c)	Power supply card	Nos.	2 nos.	
d)	Instrumentation hardware	Nos.	2 nos. each item	
8.4	Pneumatic Control Valves & Block Valves			
a)	Plot Relay	Sets	2 sets for each valve	
b)	Actuator Diaphragm	Nos.	2 nos. for each valve	
c)	Feedback Linkage	Nos.	2 nos. for each valve	
d)	Smart Positioners	%	20% of total quantity of each model/type. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	

e)	I/P Converters (If any)	%	20% of total quantity or minimum 30 nos. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
f)	Complete Consumables for Valve Viz. O-ring, Gland Packing, Packing Ring, Bonnet Seal etc	Sets	4 Sets each size, rating, type	
g)	Valve Disc	Sets	4 Sets each size, rating, type	
h)	Valve Spindle	Sets	4 Sets each size, rating, type	
i)	Valve Seat	Sets	4 Sets each size, rating, type	
j)	Bush	Sets	4 Sets each size, rating, type	
k)	Guide	Sets	4 Sets each size, rating, type	
l)	Guide Bush	Sets	4 Sets each size, rating, type	
m)	Coupling Nut	Sets	4 Sets each size, rating, type	
n)	Actuator Piston with Rod & Seal	Sets	4 Sets each size, rating, type	
o)	Control valve stem packing and spare operator moulded rubber diaphragms	Sets	2 sets for each size, rating, type	
p)	Valve trim (including cage, plug, stem, seat rings, guide bushings etc.) for each of the control valves as offered.	Sets	2 sets for each size, rating, type	
q)	Solenoid valves, position transmitters, limit switches, I/P convertors, positioners etc of each type	%	20% of total quantity spare with minimum 2 nos. for each size, rating, type. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
8.5	Solenoid Valves			
a)	Solenoid Valve Coil	Nos.	4 nos. of each rating & insulation	
b)	Plunger	Nos.	2 nos. of each type	
c)	Seat	Nos.	4 nos. of each type & size	
d)	Gaskets	Sets	4 sets of each type & size	
e)	O-Ring set	Sets	10 sets of each type & size	
8.6	Flow Elements			
a)	Root valves	Nos.	4 nos. for each flow element	
b)	Gland packing for root valves	Nos.	4 nos. for each flow element	
c)	Gaskets	Nos.	6 nos. for each flow element	
8.7	Process Connection Piping (Impulse piping/tubing, sampling piping / tubing & air supply piping as applicable)			
a)	Valves of all types	%	20% of each type, class, size & model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection valves).	
b)	Valve Manifolds (2 way/3 way/5 way)	%	20% of each type, class, size & model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection).	

c)	Fittings	%	20% of each type, class, size & model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection).	
d)	Filter Regulators	%	40% of each model. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection).	
9	Motor			
9.1	415 Volt Motor (above 30KW Rating up to 200KW)			
9.1.1	End Shield Cover Driving & Non-Driving End	Sets	2 Sets for each type and rating of Motor	
9.1.2	Driving End & Non-Driving End Bearing	Sets	2 Sets for each type and rating of Motor	
9.1.3	Cooling Fan	Nos.	2 Nos. for each type and rating of Motor	
9.1.4	Motor Space Heater	Nos.	2 Nos. for each type and rating of Motor	
9.1.5	Motor Terminal Block	Nos.	2 Nos. for each type and rating of Motor	
9.1.6	Complete Set of Coupling	Sets	2 Sets for each Application	
9.2	415 Volt Motor (Up to 30KW Rating)			
9.2.1	Driving End & Non-Driving End Bearing	Sets	6 Sets for each type and rating of Motor	
9.2.2	Cooling Fan	Nos.	4 Nos. for each type and rating of Motor	
9.2.3	Motor Terminal Block	Nos.	10 Nos. for each type and rating of Motor	
9.2.4	Complete Set of Coupling	Sets	2 Sets for each Application	
9.3	Lugs & Glands			
9.3.1	Glands & Lugs	%	40 % of each type, size & rating of cables. (Total Quantity shall be calculated based on population of the item required for 1 CPU service vessel area of 1 TG hall & 1st set of complete regeneration system along with its interconnection).	

Note:1) Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply.
2) Unless stated otherwise, a "set" or "Lot" means items required for complete replacement in one equipment of each type / size/ range.
3) Wherever quantity has been specified as percentage (%), it shall mean percentage (%) of the population of the item required for 1 TG unit (CPU service vessel area) & 1st set of complete regeneration system along with the interconnection.
4) In case of Bought Out items, itemised spares list may be vendor specific and may differ from the list of spares mentioned above. In such cases, The quoted price shall be considered for applicable items only without any change in the contract price.

Particulars of bidder / authorised representative

Name	**Designation**	**Signature & Company Seal**	**Date**

COMMENTS ON GCC REV 7

S. No	Page no	Clause number	Description as per BHEL GCC Rev 7	Comments	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 Rev07
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 Rev07
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 Rev07

COMMENTS ON GCC REV 7

S. No	Page no	Clause number	Description as per BHEL GCC Rev 7	Comments	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. Necessary changes in price schedule has been made
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 Rev07

COMMENTS ON GCC REV 7

S. No	Page no	Clause number	Description as per BHEL GCC Rev 7	Comments	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% vide corrigenda-01.
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

COMMENTS ON GCC REV 7

S. No	Page no	Clause number	Description as per BHEL GCC Rev 7	Comments	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.	Shall be 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.	Shall be as per NIT