

**Commercial: ANNEXURE- 1.1**

**Clarifications/ Reply to Deviation Schedule for NTPP 3X800 MW TPS, Jharsuguda, Odisha (Bidder- BHEL)**

TCM Sl. No	Reference	As per Tender Specifications	Clarification/Deviation proposed by the Bidder	NLCIL/ DCPL Reply	TCM Resolution	NLCIL/DCPL reply
23.	Claus no. 1.23/ Vol. I B, page no. 10 of 310  Corrigendu m-5 dated 08.01.2021, Page 1084 of 1336	The clause is revised as below: "Guarantee Period/ "Warranty Period" For SG, STG and FGD: It shall mean the period of 12 (twelve) months from the date of successful completion of Performance Guarantee Tests and acceptance of results by the Purchaser/Consultant for respective units. For BOP systems: It shall mean the period of 12 (twelve) months starting from the following: a) Successful completion & acceptance of PG Test of respective BOP systems and b) Successful completion of trial operation or COD of first unit whichever is earlier. In case , the PG test is delayed for reasons not attributable to the Contractor, then the Guarantee / Warranty Period shall be deemed to be completed 18 (eighteen) months from the date of successful completion of Trial Operation of the unit.	Purchaser is requested to kindly accept the following:  a) Approve the PG reports within 15 days from date of submission. If case of any discrepancy, the same shall be intimated to Bidder within 7 days.  b) List of BoP packages whose PG Test & Warranty is to be ensured may please be listed for clarity.  c) Purchaser may please confirm that warranty shall start from actual date of completion of such PG Test whose results are accepted by the Purchaser and not from the date of acceptance of PG test.  Further, incase, the PG test is delayed for reasons not attributable to the Contractor, then the	a) Tender Condition prevails. Bidder to refer clause 10.14.2 xi)/ section 10/ Vol IB b) Bidder to refer clause 10.14.2 viii)/ section 10/ Vol IB c) Warranty period shall start from the date of acceptance of the PG test results by the Purchaser.  Tender Condition Prevails	a) Tender condition prevails. BHEL Noted.  b) <b>NLCIL/DCPL to revert</b>  c) NLCIL Noted BHELs request.	NLCIL/DCPL clarifies that:  b) Warranty period of BOP packages shall start after successful completion of Trial operation of Unit -1 and completion of Cat I, II and III Performance Guarantees of respective BOP packages as mentioned in Section-9, Vol-IB .  However, for the equipment / system which are not covered in Cat I, II and III Guarantees, warranty period shall start after completing the trial operation of the respective equipment/ system and successful completion of Trial operation of Unit -1.

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			<p>Guarantee / Warranty Period shall be deemed to be completed 18 (eighteen) months from the date of successful completion of Trial Operation/COD of the unit, whichever is earlier. Also, in such situation, the associated payments shall be released without any bank guarantee.</p> <p>Purchaser is requested to confirm.</p>		<p>d)Tender Condition Prevails. Bidder to refer Note:3) under cl.6.5.2 and Note 2) under Cl.6.5.3 and Cl.6.5.12 regarding release of payment in case of delay in PG test/ Final takeover beyond 6 months from scheduled date due to reasons not attributable to Contractor.</p>	

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32.	Clause 4.9.1 Page 41 of 310, Vol IB (Section-B)	<p>4.9.1 Price Reduction Clause:</p> <p>a) Time is the essence of the CONTRACT. In case the CONTRACTOR fails to adhere to the time schedule specified in Clause No. 4.7.0 (i). then, unless such failure is due to Force Majeure as per details stated in the contract or due to PURCHASER'S defaults, the Total Contract price (including Price variation, if any) shall be reduced by ½ % (Half percent) of the Contract Price of each unit (including Price variation, if any) per week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price (Both Section-A and Section-B) of each unit (including Price variation, if any), by way of reduction in price for delay and not as penalty. Contract Price of each unit shall be considered as 50% for Unit-I, 25% for Unit-II and 25% for Unit-III of the Total Contract Price including Price variation, if any (Both Section-A and Section-B).</p> <p>The total liability of the Contractor towards delay for Section-A and Section-B shall be limited to 5 % of Total Contract Price including Price variation, if any (Both Section-A and</p>	<p>Bidder request Purchaser for the following:</p> <p>Purchaser to confirm that for the purpose of implementation of Price Reduction Clause, Schedule as provided in Corrigendum-28 dt 13.01.22 (pg 8 of 388) for SECTION-A and Trial Operation Schedule as per Clause 4.7.0 (i)/Schedule-4, Vol IB for SECTION-B, shall ONLY be considered. No other intermediate milestone schedule/activity shall be considered.</p> <p>Purchaser to kindly ensure that Price Reduction Clause is implemented only when the delays are SOLELY attributable to Bidder. A mechanism must be place for mutual discussion &amp; agreement before Price Reduction Clause is implemented. The same may be discussed and finalized during Contract Award stage.</p> <p>Contract value of each Unit may please be considered as</p>	Tender condition prevails.	<p>BHEL agreed Point closed.</p> <p>NLCIL/DCPL clarified that Bidders concern has already been addressed at clause no. 4.14.0 (v) Joint Monitoring group. BHEL Noted</p> <p>Tender</p>	<p>As per Cl.3.5.1 of Volume-IB (Section-A) total PR for Section-A shall be limited to 5% of Contract Price of Section-A only.</p> <p>Cl.4.9.1 is modified as below :</p> <p>Time is the essence of the CONTRACT. In case the CONTRACTOR fails to adhere to the time schedule specified in Clause No. 4.7.0 (i).then, unless such failure is due to Force Majeure as per details stated in the contract or due to PURCHASER'S defaults, the Contract Price of Section-B of each Unit including Price variation, if any shall be reduced by ½ % (Half percent) of the Contract Price <b>of Section-B</b> of each unit (including Price variation, if any) per week of delay or part</p>

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		<p>Section-B).</p> <p>However, if any price reduction had already been levied for section-A, under Price Reduction term provision in Section-A, then such amount will be offset while determining the total liability limit of 5 % as stated above.</p>	<p>1/3<sup>rd</sup> of the total contract value.</p> <p>For the purpose of Price Reduction, only base value of the Contract i.e. without any price variation may please be considered. Further, impact on the contract value due to scope change, back-charging by Purchaser may be suitably taken care while deriving the total contract value for the purpose of Price Reduction Clause.</p> <p>Price Reduction Clause may be implemented independently for Section-A and Section-B i.e. incase delays are only in Section-B, then for the purpose of Price Reduction Clause, Contract value of only Section-B may be considered.</p>		<p>conditions prevails BHEL Noted</p> <p>Tender conditions prevails BHEL Noted</p> <p><b>NLCIL/ DCPL to revert</b></p>	<p>thereof subject to a maximum of 5 % of the Contract Price of Section-B including Price variation, if any, by way of reduction in price for delay and not as penalty.”</p> <p>For the Price reduction clause, Contract Price of each unit shall be considered as 50% for Unit-I, 25% for Unit-II and 25% for Unit-III of the Contract Price of Section-B, including Price variation, if any.</p>
42.	Clause 5.6.0 Page 51 of	1 BOCW Cess	BOCW @ 1% of Civil Works Contract Price shall be considered while submitting	Contract Price is inclusive of BOCW cess as	NLCIL/DCPL noted the concerns of	Bidder to consider BOCW cess @ 1% of applicable Civil works

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	310, Sec-5, Vol IB (Section-B)		<p>the Price Bid. If BOCW becomes applicable on any other component of contract price (i.e. Supply or/and Services component), the same shall be to the account of Purchaser.</p> <p>Under all circumstances the Purchaser shall be responsible for remitting the BOCW cess to the concerned Authorities.</p> <p>Purchaser is requested to kindly confirm.</p>	applicable and bidder is requested to ascertain and quote accordingly	<p>BHEL.</p> <p>NLCIL to revert.</p>	cost.
66.	Vol-IIA 10.1.1 (vi)	Purchaser may consider the Bidder's proposal for inclusion of new sub vendors, if any during post award stage for approval, based on merits, in the overall interest of the Package, after establishing that the sub vendors proposed meet the acceptance criteria specified. However, price advantage if any, arising out of inclusion of new sub vendors shall be passed on to the Purchaser.	<p>Bidder/BHEL is Public Sector Company has well established vendor selection procedure that are monitored/audited by agencies. The proposed list of sub-vendors is tentative and requires to be updated from time-to-time. Further, as per the Govt. regulations procurement from the GeM Portal, Open tender depending upon stipulations has to be followed.</p> <p>We therefore request Purchaser to include qualified sub-vendors in the contract without demanding price</p>	Tender condition Prevails.	<p>M/s BHEL in its Techno Commercial Bid had proposed to procure items also from qualified sub vendors available in GeM portal of Gol apart from the categorised list of sub vendors (Cat I &amp; II list). This point was deliberated</p>	<p>The clause is modified as below:</p> <p>Purchaser may consider the Bidder's proposal for inclusion of new sub vendors, if any during post award stage for approval, based on merits, in the overall interest of the Package, after establishing that the sub vendors proposed meet the acceptance criteria specified.</p>

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			<p>advantage.</p> <p>Purchaser is requested to accept our request.</p>		<p>during the TCM. Bidder expressed the concern that being a PSU, they have to necessarily follow the GoI guidelines and go through open tender purchase including the purchase through the GeM portal. Under such situation, wherein the vendor list is expected to be dynamic in nature, and the long gestation period of the project of around 5 years, Bidder</p>	

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					submitted that the list of proposed sub vendors at this stage cannot be exhaustive. M/s BHEL also submitted that in tenders of similar magnitude by other PSUs facilitates procurement through GeM portal post award without any price implication. Therefore, M/s BHEL requested NLCIL to consider proposal for additional sub vendors post award of contract	

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						without any price implication.  NLCIL/DCPL will revert.	