

CORRIGENDUM - 1 dated 18.05.2022 to TENDER SPECIFICATION BHEL PSSR SCT 2023

TENDER SPECIFICATION BHEL PSSR SCT 2023 - Preparation of Detailed Project Report(DPR) on implementation of new environmental norms for SO_x, NO_x, SPM, and Mercury(Hg) in stack emission and reduction of specific water consumption for each unit of Kothagudem Thermal Power Station-V (2x250MW) and VI (1x500MW) and Kakatiya Thermal Power Plant (1x500MW and 1x600MW) of TSGENCO to comply with new norms of MoEF&CC, notification issued by Government of India on 07th Dec 2015 and subsequent amendments there on

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Existing provision</u>	<u>Bidder's query</u>	<u>BHEL reply</u>
1	Vol-IA, Part-I, TCC Chapter-II : Scope of Work	-	Please confirm that Geo technical information of FGD site/ information about ground water level will be provided to the consultant as we do not have considered any survey in our scope.	Will be provided to the selected consultant after award of work.
2	Vol-IA, Part-I, TCC Chapter-II : Scope of Work	-	Please confirm that Topographical feature / surface contour of site will be provided to the consultant as we do not have considered any survey in our scope.	Will be provided to the selected consultant after award of work.
3	Vol-IA, Part-I, TCC Chapter-II : Scope of Work	-	Please confirm that Information on Existing drainage pattern & surrounding road layout of the site will be provided to the consultant by BHEL / End Client.	Will be provided to the selected consultant after award of work.
4	Vol-IA, Part-I, TCC Chapter-II : Scope of Work : Clause No. 1.2.18	After submission of DPR, the consultant shall accompany TSGENCO for presentation/discussion with TSERC (Telangana State Electricity Regulatory Commission) or any other regulatory/non-regulatory authorities and also shall assist the TSGENCO until the approval of DPR by TSERC	It is understood that BHEL will be the client of Consultant for this assignment. Accordingly, Consultant will assist BHEL only through submission of Technical Documents or incorporation of comments on Draft DPR till the approval of DPR. Please confirm.	For consultant BHEL shall be the client. However consultant has to assist BHEL for approval to be taken from TSGENCO for every milestone stage also.
5	Vol-IA, Part-I, TCC Chapter-III : Measuring & Monitoring Instrument : Clause No. 1.3.1 & 1.3.2	1.3.1 All the monitoring and measuring instruments/tools etc. required for completion of the scope of works for DPR are to be arranged by the contractor within the quoted rate. 1.3.2 BHEL shall not provide any Tools and plants, monitoring and measuring equipment.	Please note that being an engineering consultant, measurement of emission parameters and water requirement will not be in Consultant's scope of work. However, we will visit to the site for collection of these data from BHEL / End Client. Please confirm.	Bidder to follow tender specifications
6	Vol-IA, Part-I, TCC Chapter-IV : Time Schedule: Clause No. 1.4.2	Entire work as detailed in the tender specification shall be completed within 35 (Thirty Five) weeks from the zero date.	Considering 35 weeks as the delivery schedule for the entire assignment, BHEL is requested to clarify whether work for all the Power Plant Units in Kothagudem TPP & Kakatiya TPP will be executed simultaneously or in a phased manner.	Bidder to follow tender specifications
7	Vol-IA, Part-I, TCC Chapter-IV : Time Schedule: Clause No. 1.4.7	Completion of all activities as per scope of DPR as per end-Customer /Statutory Body.	Please clarify about the end customer requirement in the DPR as mentioned in the said clause.	Requirements of end customer will constitute of end customer requirements as per tender specifications.
8	Vol-ID, : Forms & Procedure: Page No. 147		It is understood that "Form No. 26 : Analysis of Unit Rates" is not applicable for this LS assignment and hence we are not submitting the same along with the tender. Please confirm.	Tender conditions prevail. Bidder may submit by filling relevant portion applicable to them.

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9	Vol I Book I NIT 1.0 Salient Features of NIT Sl No v) Due Date & Time of offer submission	Date: 27.05.2022, Time :10.00 Hrs	Considering the volume of techno commercial bid, you are kindly requested to extend the bid submission date at least by one (1) week.	Tender conditions prevail.
10	Volume -1 , Technical Conditions of Contract, Vol IA Part I Chapter IV Clause 1.4.10	In case the meeting with TSGENCO/ TSERC or any other regulatory /non-regulatory authorities for presentation/discussions is delayed due to non-availability of time slot, beyond contract completion period, contract price will remain firm without any levy of LD on consultant or any claim by consultant on BHEL on account of this delay for those period."	BHEL to fix some time period for such delay due to regulatory /non-regulatory authorities as indefinite time period is different to accept. Contract Period extension due to such delay shall be mutually accepted by the Contractor and Contractor shall have right to claim the compensation for such delay.	Tender conditions prevail.
11	Volume - 1A , Part-II, Chapter XI, Procedure 2.3 Clause 4.	The Conciliation in a matter involving claim or counter- claim (whichever is higher) up to Rs 5 Crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter claim (whichever is higher) of more than 5 Crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.	Our request BHEL to modify this clause as under:- The Conciliation in a matter involving claim or counter- claim (whichever is higher) up to Rs 5 Crores shall be carried out by sole Conciliator nominated by BHEL and the Contractor jointly while in a matter involving claim or counter claim (whichever is higher) of more than 5 Crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL and the Contractor jointly.	Tender conditions prevail.
12	Volume - IC, GCC, Clause :- 2.7	2.7 COMMENCEMENT OF WORK 2.7.1 The contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.	Noted, It is requested to BHEL to give 30 days time for Commencement of Work from the date of LOI / NTP which ever is later.	Tender conditions prevail.
13	Volume - IC, GCC, Clause :- 2.9	RIGHTS OF BHEL To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.	Noted. However, in case of advancement of completion of contract before the actual due date, both the Party to mutually discuss and accept the conditions and Prices and priority to be given to the Contractor. In case, BHEL engaged another agency to complete the work due to advancement, then it shall in Sole Risk and Cost of the BHEL.	Tender conditions prevail.

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14	Volume - IC, GCC, Clause :- 2.9	2.9 RIGHTS OF BHEL	<p>'RIGHTS OF BHEL</p> <p>New point added as 2.09 (viii)</p> <p>'Noted. Its requested to BHEL please consider</p> <p>1) In case of termination of Contract due to whatsoever reasons, BHEL shall pay to the Consultant all the cost incurred by them up till the date of such termination.</p> <p>2) Consultant shall not be liable for any indirect and Consequential damages.</p>	Tender conditions prevail.
15	Volume - IC, GCC, Clause :- 2.21	<p>TERMINATION/SUSPENSION OF CONTRACT</p> <p>BHEL reserves the right to terminate or suspend the contract or withdraw part of the scope of the work at any stage of its execution, if it found that the Contractor/Consultant has not met its obligation for the performance / progress is not up to the expected standards and overall work is likely to suffer. In such an event, BHEL shall give one-month notice in writing. In such case all costs incurred accordingly by BHEL to complete any work forming part of the contract shall be recovered from the Contractor/Consultant. In case of such premature termination of contract, BHEL reserves the right to claim damages from the Contractor/Consultant including the initiation of judicial proceedings.</p>	<p>Noted. Its requested to BHEL please consider</p> <p>1) In case of termination of Contract due to whatsoever reasons, BHEL shall pay to the Consultant all the cost incurred by them up till the date of such termination.</p> <p>2) Consultant shall not be liable for any indirect and Consequential damages.</p>	Tender conditions prevail.

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16	Volume - IC, GCC, Clause :- 2.28	<p>ARBITRATION & CONCILIATION</p> <p>2.28.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Marketing issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.</p>	<p>Our request BHEL to modify this clause as under:-</p> <p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Marketing and the CONTRACTOR jointly issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.</p>	Tender conditions prevail.
17	Volume - IC, GCC, Clause :- 2.28.2	<p>CONCILIATION</p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p>	<p>We request to BHEL to please consider our request and modify this clause which is as under:-</p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL and the CONTRACTOR jointly from the BHEL Panel of Conciliators.</p>	Tender conditions prevail.

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18	Volume - IC, GCC, Clause :- 2.33	<p>Liabilities</p> <p>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 . BHEL can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.</p>	<p>As the subjected assignment purely studies and Consultancy services based and report will be prepared after site inspection and recommendation will be provided accordingly hence you are kindly requested to please consider below lines in this clause which is as under:-</p> <p>Notwithstanding elsewhere mentioned the maximum liability of Consultant towards BHEL in connection with the Contract for whatsoever reason including any loss & damages shall be limited to 100 % of the Contract Value and neither parties shall be liable to the other party for any special, indirect or consequential Losses such as, but not limited to, loss of revenue, loss of use of the Plant, loss of power, costs of capital or costs of replacement power.</p>	Tender conditions prevail.

Note:-

All other Terms & Conditions remain unchanged. Bidders are requested to consider this Corrigendum as part of the Tender Specification and quote accordingly.

-sd-
R.Siva
Manager/SCT