

CORRIGENDUM - 5 dated 03.06.2022 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 SOx, NOx, 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

Sl. No.	Clause No.	Existing provision	Bidder's query	BHEL reply / Clause revised as
1	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>	<p>2.33 - 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>"Max liability may be limited to 100% of the contract value in case of financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract."</p>
2	Volume - IC, GCC, Clause :- 2.9	<p>RIGHTS OF BHEL</p> <p>-----</p> <p>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.</p>	<p>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.</p>	<p>Tender conditions prevail.</p>
3	Volume -1 , Technical Conditions of Contract, Vol IA Part I Chapter IV Clause 1.4.10 and Volume - IC GCC Clause 2.10.4	<p>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."</p>	<p>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.</p>	<p>Tender conditions prevail.</p>

Note:-

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

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R.Siva
Manager/SCT