

Corrigendum 1 dated Oct 11, 2019 to Tender Specification BHEL PSSR SCT 1857

Corrigendum 1 dated Oct 11, 2019 to Tender Specification BHEL PSSR SCT 1857 for Package A and Package B for Civil works to carry out ground improvement compaction piles in various structures of CHP & AHP of 2X660MW Ennore SEZ including supply of all materials, labour, Tools & Plants.

A. Text Change In VOLUME I NIT TCC

Sl. No.	Published	Existing	To be read as
1	Techno commercial bid Volume – I Book - I Notice Inviting Tender (NIT) Annexure- 3 B.2 a) & Annexure – 4 S.no. 1 B Technical B.2 a)	Executed “Cat-in-situ driven Piles” or “Cast-in-situ bored piles” or” precast plies and its installation at site” or “ground improvement compaction piles/stone columns” or combination any of aforementioned with quantity atleast 36000 rmt (Running meter) in last seven preceding the latest date of submission.	Executed “Cast-in-situ driven Piles” or “Cast-in-situ bored piles” or” precast plies and its installation at site” or “ground improvement compaction piles/stone columns” or combination any of aforementioned with quantity atleast 36000 rmt (Running meter) in last seven years preceding the latest date of submission.

B. Some of the bidders had raised queries in the published tender specification. The Clarifications issued by BHEL are furnished below:

Sl. No	Ref. clause	Existing provision	Bidder’s query	BHEL’s clarification
1.	Techno commercial bid Volume – I Book - I Volume – IA Part – II Chapter- 1 Sr. no. 4 on EMD Cl 1.9.1 v	In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in any one of form described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank, along with the Offer	1. Bidder would like to know whether Nationalized Banks are also allowed in addition to Scheduled Banks 2. Under Forms and Procedures, there is no format for Bank Guarantee, please provide 3. Kindly specify the Claim Period to be mentioned in BG if any	1. All Nationalized Banks are allowed. 2. BG format is available in page no. 192-194 of file "SCT 1857 VOLUME I BOOK I NIT TCC PART- 1 OF 2.pdf"

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				3. Claim period mentioned in BG format
2.	Techno commercial bid Volume – I Book - I NIT Cl no. 9 on Assessment of Capacity of Bidders		As per the Clause, LOAD is the Ongoing Contracts with BHEL and Performance is Under execution/ executed projects under BHEL Regions; Therefore, Bidder understands that Assessment Capacity will be done for ONLY PACKAGES with BHEL ONLY. In case the bidder is currently not working with BHEL, this clause will NOT BE APPLICABLE, please clarify In the view of the same, if a bidder is not working currently with BHEL then FORM No. F-09(Rev 00) will be NOT APPLICABLE in this case. Also, Annexure- 4 Sl. No. 17. Capacity Evaluation of Bidder for current tender will also not be applicable, is that correct?	1. Assessment of Capacity will be done for Only Packages with BHEL Only. 2. Form no. F-09 (Rev 00) to be submitted for reference purpose. 3. Annexure-2 Sl no. 18 Capacity Evaluation of Bidder for current tender to be submitted for reference purpose.
3.	Techno commercial bid Volume – I Book - I NIT Cl no. 20	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in	We believe that even experienced contractor gets enticed when the process of reverse auction is on and can make the mistake of going even below their minimum workable price as it is extremely difficult in that environment to continue to think rationally. Once, such a contractor gets	Tender conditions prevails.

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		RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.	hired, in order to survive on the project, he may then start looking for compromises which are not in the best interest of the owner / project. Such situations are not win-win situations from Contractor point of view. Therefore bidder urges and request to cancel the process of RA and choose contractor on L1 basis	
4.	Techno commercial bid Volume – I Book - I NIT Cl no. 33.4 on Mode od Award of Work	BHEL will award the contract for second package on the same terms and conditions of tender to the next lowest bidder in the order of competitiveness who should match their total amount quoted with the total amount for awarded package.	Bidder understands that: 1. There are 2 packages of which Technical Bid and Price Bid is to be submitted for only 1 Package i.e. A so L1 will be awarded Package A and L2 shall be awarded Package B on matching prices of Package A else will be retendered based on decision of BHEL, is that correct? 2. There is no need to submit separate tender documents online for each package, documents like POA, EMD BG, Annexures, Submittals shall be common to both packages. Please clarify	1. Yes, BHEL will award the contract for second package on the same terms and conditions of tender to the next lowest bidder in the order of competitiveness who should match their total amount quoted with the total amount for awarded package 2. Submission of one set is sufficient.
5.	Techno commercial bid Volume – I Book - I	Submission of Analysis of Unit rates	Whether this form is to be submitted by all bidders with their bid or only by Successful Bidder post award of work	Analysis of Unit Rates in percentage to be submitted with Technical bid.

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	NIT Annexure – 2 Sr. no. 21		If this is to be submitted by all bidders with their bids, should they be submitted with Price Bid or Technical bid?	
6.	Techno commercial bid Volume – I Book - I NIT Annexure – 3 B.1 Note a	“Similar works” shall be as per following: Piling or civil or structure or civil and structural works or RCC Chimney works or RCC cooling tower or RCC silo or Mill bunker or any combination of these.	1. Bidder understands that if any project has started before the Qualifying period and completed within qualifying period, FULL VALUE of Work Shall be considered for Evaluation, is that Correct? 2. Work in any Sector not limited to only Chimney Work or Cooling Towers or Mill Bunkers shall also b permitted, i.e. in Refinery, Steel plant, Marine, Metro, Airport etc.... are also permitted 3. Work with Private Client is also allowed?	1. As per NIT annexure 1. Explanatory Note on PQR sr. no. 7 “Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.” 2. Similar works not limited to only Chimney Work or Cooling Towers or Mill Bunkers. 3. Yes
7.	Techno commercial bid Volume – I Book - I	Executed “Cat-in-situ driven Piles” or “Cast-in-situ bored piles” or” precast plies and its installation at site” or “ground improvement compaction piles/stone	Bidder understands that such criteria can be achieved in a single order in last 7 years, is that correct and combining Works shall not be allowed, is that correct?	Total 36000 Running meters of works executed in last seven years and

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	NIT Annexure- 3 B.2 a	columns" or combination any of afore mentioned with quantity atleast 36000 rmt (Running meter) in last seven years preceding the latest date of submission.		combining works will be allowed.
8.	Techno commercial bid Volume – II Price Bid Sl. No. 3002	Providing and installing 550 mm diameter and 14 m deep driven cast-in-situ compaction pile by driving a suitable MS casing pipe (removable) with detachable M.S.shoe (flat/conical) at the bottom and filling inside the casing pipe in layers of 800mm using 1 sand: 2 stone aggregates and each layer be well compacted by dynamic compaction method including all materials, equipments etc all complete as per specification, drawing and as directed by the engineer-in-charge. Prior to compaction of fill at each layer, lift the casing for about 800mm from bottom and then the backfill shall be thoroughly compacted. This procedure shall be repeated for every layer till the ground level is reached for ground improvement of pond ash/soil deposit at desired location. Note: Crushed stone sand may be used.	Bidder Request to include the methodology of installation of stone column using vibro float technique. As the advantage of vibro float technique as follow, 1. Faster construction 2. Robust – Large column of compacted stone	Tender conditions prevails.

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9.	Techno commercial bid Volume – I Book – I TCC Clause 1.6.7 on Contract Period	The contract period for completion of entire work under each package shall be 8 (Eight) months from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier.	<ul style="list-style-type: none"> • Mobilization depends upon the Good for Construction (GFC) and work front availability • “Commencement date” shall start from the date of mobilization of 1st Rig at site. • Mobilization of 1st Rig shall be done only if there is GFC and Work front clarity for minimum 40% of the original scope. • Idling charges applicable for halt of works due to work front and GFC issues. • The minimum number of rigs shall not be restricted to the bidder. Bidder will mobilize the number of rigs to complete the scope according to the scheduled time line and the work front availability. 	Please refer Note to clause no. 1.4.2 (page no. 54 of 214) of Techno commercial bid Volume – I Book – I TCC (Part 1 of 2)
10.	Techno commercial bid Volume – I Book – II GCC Clause 1.10.7 on SECURITY DEPOSIT	BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.	Bidder requests to Setoff shall be restricted to the works executed under this Contract and this clause shall be deleted.	Tender condition prevails.

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11.	Techno commercial bid Volume – I Book – II GCC Clause 2.6.11 on Measurement of Work and Mode of Payment and Clause 2.23.2 on Final Bill	Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work	<ul style="list-style-type: none"> • Bidder requests for specific time lines for submission and determination of final bill payment. • Final bill shall be submitted within 15 days from completion • Certification shall be done within 15 days from submission • Payment shall be released within 30 days from submission 	Tender condition prevails.
12.	Techno commercial bid Volume – I Book – II GCC Clause 2.7.7 on RIGHTS OF BHEL	In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize	<ul style="list-style-type: none"> • Bidder requests for Idling claim to be payable for any stoppage of works beyond Keller control. • Demobilization shall be permitted for any halt of works for more than 15 days for reasons beyond Keller control. • Idling charges applicable for halt of works for reasons beyond Keller control. 	Tender condition prevails.

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		forthwith and re mobilize at an agreed future date. Cost of such demobilization / remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor		
13.	Techno commercial bid Volume – I Book – II GCC Clause 2.14.1 and 2.14.2 on Quantity Variation	2.14.1 The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value. 2.14.2 Compensation due to variation of final executed value in excess of the	Bidder requests for Cap on quantity variation. Rate revision due to quantity variation shall be applicable in case of variation in quantity beyond +/- 15%.	Tender condition prevails.

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		<p>limits defined in clause above, shall be as follows:</p> <p>i) In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value.</p> <p>ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.</p>		
14.	Techno commercial bid Volume – I Book – II GCC Clause 2.25 on Closing of Contracts	The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion	Bidders requests for issuance of Completion certificate upon completion of works at site.	Please refer Clause 2.25 of Techno commercial bid Volume – I Book – II GCC.

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		certificate as per standard format, based on specific request of Contractor.		
15.	Techno commercial bid Volume – IA Part II Chapter – 1 Sl no. 8 Clause 2.12 on OVERRUN COMPENSATION (ORC)	<ul style="list-style-type: none"> • ORC for first 12 months is 5% over executed value; • ORC for 13th ~ 24th month is 10.25% over executed value. • No ORC for force majeure events. • However, maximum amount of ORC payable per month is Rs 5 Lakh. • Total ORC is limited to 10% of the executed contract value till the month 	<ul style="list-style-type: none"> • Bidder requests for the following, ORC applicable for extended period for any reasons not attributable to bidder. • ORC per month to be increased subsequently based on EOT approval for succeeding period. • ORC to be paid at the agreed rates on the executed value of works. <p>Maximum cap on ORC/month shall be as follows:</p> <ul style="list-style-type: none"> • First 12 months: Rs 5 Lakh/month; • For 13 to 24th month: Rs 10 Lakh/ month; • For 25th to 36th month : Rs 15 Lakh / month. 	Tender condition prevails.
16.	Techno commercial bid Volume – IA Part II Chapter – 1 Sl no. 9 Clause 2.13.1, 2.13.6 & 2.13.7 on INTEREST BEARING	2.13.1 Normally no advance payment shall be payable to the contractor. Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance'	Bidder requests for, Interest free advance payment at 15% of the contract value against submission of Bank Guarantee.	Tender condition prevails.

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	RECOVERABLE ADVANCES	<p>shall be payable in not less than two instalments with any of the instalment not exceeding 60% of the total eligible advance”.</p> <p>2.13.6 The rate of interest applicable for the above advances shall be the Base rate of State Bank of India prevailing at the time of disbursement of the advance + 6%, and such rate will remain fixed till the total advance amount is recovered.</p> <p>2.13.7 Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of contract value.</p>		
17.	Techno commercial bid Volume – IA Part II Chapter – 1	<ul style="list-style-type: none"> Not applicable for this tender 	<ul style="list-style-type: none"> Bidder requests for Escalation applicable for extended period. The base date shall be the date of award of the project. 	Tender condition prevails.

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	Sl no. 11 Clause 2.17 on Price Variation Compensation (PVC)			
18.	Techno commercial bid Volume – IA Part II Chapter – 1 Sl no. 16 Clause 2.22 On Performance Security Deposit	<ul style="list-style-type: none"> Retention money is replaced with performance security deposit; Performance security deposit applicable at 5% of the contract value (cash by DD or online payment). 50% of security amount shall be released along with final bill and balance 50% after completion of the Guarantee period or can be released on commencement of Guarantee period on submission of BG. 	<ul style="list-style-type: none"> Bidder requests for RBG shall be proposed in lieu of cash retention. Bank Guarantee shall be submitted in lieu of cash deposit against performance security deposit. This Bank Guarantee shall be reduced by 50% upon completion of works and the reduced BG remain valid up to expiry of the Defect Liability Period (DLP). DLP, 12 months shall commence from the date of completion of Keller scope of works. 	Clause 2.22 on Performance Security Deposit will be applicable as per Techno commercial bid Volume – IA Part II Chapter – 1 Sl no. 16.

All other conditions of the tender specification remain unchanged.

Bidders are requested to consider this corrigendum as part of tender specification and quote accordingly.

-Sd-
Shailendra Kumar
Senior Engineer / Subcontracts