

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885**

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885** for the work of Civil and Architectural Works of Coal Handling Plant (CHP) area of all units (i.e. Unit 1 to 5) at 5 x 800 MW Yadadri TPS, Veerlapalem Village, Dameracherla Mandal, Nalgonda District, Telangana State

**A) Extension of due date of Offer Submission: -**

Sl. No.	Published In	Existing	Revised As
1)	Techno-Commercial Bid Volume I Book I Notice Inviting tender (NIT) Clause 1.0 Salient Features of NIT, SI No. v) Due Date & Time of Offer Submission	Date: February 25, 2020, Time: 15.00 Hrs	Date: March 03, 2020, Time: 15.00 Hrs
2)	Techno-Commercial Bid Volume I Book I Notice Inviting tender (NIT) Clause 1.0 Salient Features of NIT, SI No.vi) Opening of Tender	Date: February 25, 2020, Time: 15.30 Hrs	Date: March 03, 2020, Time: 15.30 Hrs

**B) The following is added as clause 34.0 to the Notice Inviting Tender:**

34.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

## C) The following clauses are revised as below:

SI No.	Clause No.	Existing Clause					Revised Clause				
1	VOLUME-IA PART-I CHAPTER-III FACILITIES & CONSUMABLES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX) SI No. 1.3.1.3.0 WATER SUPPLY										
		SI.No.	Description PART I	Scope to be taken care by		Remarks	SI.No.	Description PART I	Scope to be taken care by		Remarks
				BHEL	Bidder				BHEL	Bidder	
		1.3.1.3.0	WATER SUPPLY				1.3.1.3.0	WATER SUPPLY			
		1.3.1.3.1	For construction purposes:		Yes	Free of charges as provided by TSGENCO	1.3.1.3.1	For construction purposes:	Yes		Free of charges as provided by TSGENCO
		1.3.1.3.1.1	Making the water available at single point		Yes	As provided by TSGENCO	1.3.1.3.1.1	Making the water available at single point	Yes		As provided by TSGENCO
2	VOLUME-IA PART-I CHAPTER-VI TIME SCHEDULE Clause 1.6.3 CONTRACT PERIOD	1.6.3 CONTRACT PERIOD The contract period for completion of entire work under scope shall be 24 (Twenty-Four) months from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier					1.6.3 CONTRACT PERIOD The contract period for completion of entire work under scope shall be 26 (Twenty-Six) months from the “COMMENCEMENT OF CONTRACT PERIOD” as specified earlier				

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**D) Some of the Bidders had asked queries in the published Tender Specification. The clarifications issued by BHEL are furnished herewith: -**

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Existing Provision</b>	<b>Bidder's Query</b>	<b>BHEL Reply</b>
1.	Sl. No.9, Clauses 2.13.1, 2.13.6, 2.13.7 in GCC on Interest Bearing Recoverable Advances are revised as under	Clause 2.13.1 in GCC is revised as "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. 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.	We request you to provide us the Interest free mobilisation advance equals to 10% CV. Kindly consider and confirm.	Tender Conditions prevails.
2.	Plant and Equipment Advance		We request you to provide us the Interest free Plants and Equipment Advance equals to 5% of the CV. Please consider and confirm.	Tender Conditions prevails.
3.	NIT book 1 of 2 page 4 of 120 & Clause No. 1.9.1 .iv Earnest Money Deposit, SCT 1885, vol I of Book II, Page 56 of 165	Refer Volume-I A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) for mode of payment of Earnest Money Deposit (EMD) - Exemption from EMD for MSEs is not applicable for this tender. One time EMD not applicable for this tender. --- Bidder may opt to deposit "One Time EMD" of Rs- 2.0 lakhs (Rupees Two lakhs only) with BHEL: Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their	In the present scenario it is really difficult to get the Bank Guarantees from the bank due to stringent rules and regulations. Nowadays, Departments like NHAI MORTH are allowing the bidder to submit the bid without the bid security. Please refer to the MORTH Circular Letter No.RW/ NH-37010/ 4/ 2010-EAP (Printing) vol-IV. In the view of the same, we request you to please allow us to submit the bid along with the declaration in place of EMD. Else we can follow the BHEL GCC Clause 1.9 of this tender, by which the bidders can submit the tender by giving the Bank Guarantees/ DD etc. of Rs. Two Lakh only. Please consider and confirm.	Tender Conditions prevails.  Also please note that clause 1.9 of GCC regarding EMD is revised and mentioned at Sl. No. 4. in VOLUME-IA PART-II CHAPTER-1 of Technical Conditions of Contract.

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885**

Sl. No.	Reference Clause	Existing Provision	Bidder's Query	BHEL Reply
4.	Clause No. 1.13.3, Recovery of Material, TCC, Page No. 96 of 120	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA Bill at the Penal Rate. A) REINFORCEMENT STEEL- Rs. 36,908/- per MT + GST and/ or other taxes and duties. B) STRUCTURAL STEEL- Rs. 45,486/- per MT + GST and/ or other taxes and duties. C) CEMENT (OPC/ PPC/ PSC)- Rs. 5,578/- per MT + GST and/ or other taxes and duties.	As the penal recovery rates for the free issue materials are on very higher side, we suggest that the recoveriers of free issued material should be based on actual market rates of material. Please consider and confirm.	Tender condition prevails.
5.	Clause No. 2.17.9, Price Variation Compensation, TCC, Page No. 110 of 120	PVC shall be applicable only, during extended period of contract (if any) after the scheduled completion period and for the portion of work delayed/backlog for the reasons not attributable to the contractor.	We request you that the escalation should be paid to us as per actuals during the construction period and also in the extended period and there shall not be any ceiling limit. Please consider and confirm.	Tender condition prevails.
6.	Clause No. 1.3.1.2.0, Electricity, Scope Matrix, Page No. 47/120	Electricity for construction purposes- Free of charges as provided by TSGENCO and rest at Bidder's own Cost.	We request you to provide us the Electricity for our establishments free of cost for the entire duration of the project. Please consider and confirm.	Tender condition prevails.
7.	Clause No. 1.3.1.3.0, Water Supply, Scope Matrix, Page No. 47/120	Water for construction purposes- Free of charges as provided by TSGENCO and rest at Bidder's own Cost	We request you to provide us the construction as well as drinking water free of cost for the entire duration of the project. Please consider and confirm.	Tender condition prevails. Also, refer clarification given at Clause C, SI No. 1 above.
8.	Clause No. 1.3.1.1.0, Establishment, Scope Matrix, Page No. 46/120	For Construction Purpose: Open space for office As provided by TSGENCO; Open space for storage As provided by TSGENCO; For living purposes of the Successful bidder's personnel ; Open space Free of charges as provided by TSGENCO and Rest at Bidder's own Cost	We request you to provide us the land for site establishments i.e. site office, Stores, Yards, canteen. workshops, labour colony etc. free of cost to us inside the premises. Please consider and confirm.	Tender condition prevails.
9.	Clause No. 1.6.1.1, Time	The entire scope of work of Civil, structural and Architectural works for the package as detailed in	Looking at the scope and quantum of the work involved in this package, we feel that	Tender condition prevails.

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885**

Sl. No.	Reference Clause	Existing Provision	Bidder's Query	BHEL Reply
	Schedule, TCC, Page No. 63 of 120	the Tender Specification shall be completed within 26 (Twenty Six) months from the date of commencement of work.	the Time Schedule given i.e. 26 Months is seems to be very tight. In the view of the same we request you that the overall construction period should be 36 months. Please Consider and Confirm.	
10.	Sl. No. 14, Clause No. 2.22, TCC, Page No. 115/120	Performance Security Deposit: After award of work, Vendor shall submit 5% of the contract value towards Performance Security Deposit, Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bill.	We request you that there shall not be any retention from our monthly RA bill. Instead, we shall be allowed to submit the Bank Guarantee 2.5% which shall be valid upto completion of DLP. Please Allow and Confirm	Tender condition prevails.
11.	Clause No. 1.3.6., TCC, Page No. 51 of 120	The reinforcement steel material will be issued from BHEL stores, within the plant remises	We request you to indicate us the distance of the BHEL store from our site location.	Refer drawing provided in tender (i.e. Page no. 117 of 120, TCC part 1 of 2, PE-DG-417-100-M001-R03 plot plan) for assessment of average distance from BHEL STORE to work area. Site visit can be planned for further details.
12.	General		We presume that the GFC drawings will be issued to us within 15 days from the date of award of work.	Drawings ready for construction shall be issued progressively.
13.	Supply of Water Vol.IA Part-I Chapter - III	<b>1.3.1.3.0 Water supply for construction purposes</b> Scope to be taken care by Bidder - "Yes" Remarks - Free of charges as provided by TSGENCO	Bidder requests client to kindly confirm if the water supply is in BHEL's scope or Bidder's scope as the clause mentioned is contradictory.	Water supply for construction purpose shall be provided by BHEL free of cost as provided by TSGENCO. For further details refer clause no. 1.3.5 (page no.

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885**

Sl. No.	Reference Clause	Existing Provision	Bidder's Query	BHEL Reply
				51 of 120 of Part 1 of 2 of Technical Conditions of Contract Volume I Book I)  Also, refer clarification given at Clause C, Sl No. 1 above.
14.	Time Schedule Vol. IA Part-I Chapter-VI	1.6.1.1 The entire work of Civil and Architectural works for the package as detailed in the Tender Specification shall be completed within 26 (Twenty Six) months from the date of commencement of work. 1.6.3 The contract period for completion of entire work under scope shall be 24 (Twenty Four) months from the 'COMMENCEMENT OF CONTRACT PERIOD' as specified earlier.	Bidder requests client to kindly confirm the duration of the project as the referred clauses state different contract periods.	The contract period for completion of entire work shall be 26 (twenty six) months. Also refer point no. above.  Also, refer clarification given at Clause C, Sl No. 2 above.
15.	Advance for mobilization: Vol. IA Part-I Chapter - VII	<b>1.7.2.1</b> Interest bearing advance for Mobilization, limited to 5% of the contract value will be..... The advance for mobilization shall be paid as under.	Bidder requests client to consider interest-free mobilization advance.	Tender condition prevails.
16.	Supply of materials: Vol. IA Part-I Chapter - XII	<b>1.12.5</b> The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.	Bidder requests client for compensations for any reasons not attributable to the contractor.	Tender condition prevails.
17.	Supply of Materials: Vol. IA Part-I Chapter - XIII	<b>1.13.2.1.3</b> The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the	Bidder requests client to remove the wastage penal rates towards recovery mentioned and consider the return of materials as surplus by weight, irrespective of their sizes.	Tender condition prevails.

**Corrigendum 1 dated February 24, 2020 to Tender Specification BHEL PSSR SCT 1885**

Sl. No.	Reference Clause	Existing Provision	Bidder's Query	BHEL Reply
		project stores no claims for extra payment because of issue of non-standard length will be entertained.		
18.	Earnest Money Deposit Vol.IA Part-II Chapter - 1	<b>1.9.1 (v)</b> In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms 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).	Bidder requests client to consider the entire value of EMD in the form of BG.	Tender conditions prevails.
19.	Liquidated damage: GCC Cl. 2.7.9	..... at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.....	Bidder requests client to consider a maximum LD of 5% of CV.	Tender condition prevails.
20.	General- Drawings		Bidder requests client to kindly provide drawings of cross-section of excavation for Wagon Tippler, Track Hopper, etc.	Shall be provided to successful bidder after award of work.
21.	General- Sand		Bidder requests client to kindly allow the usage of M-Sand for construction as there is scarcity of sand and approval procedures in Telangana.	Tender condition prevails.
22.			Bidder understands that rehabilitation & resettlement of habitants is completed and any future R&R required is in BHEL's scope. Kindly confirm.	Rehabilitation and resettlement is not in the scope of bidder.
23.	Drawings		We request you to provide the detailed drawings	Shall be provided to successful bidder after award of work.

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Sl. No.	Reference Clause	Existing Provision	Bidder's Query	BHEL Reply
24.	Design Mix concrete & Pre-cast Concrete & Finishing Works		It is mentioned in the BOQ for PCC items, cement shall be issued as free of cost, whereas, cement for design mix concrete, shotcreting and finishing works in BOQ, it is not mentioned cement shall be issued as free of cost, but as per GCC, it is mentioned that cement shall be issued free of cost for entire project. Kindly clarify the same.	Cement shall be supplied free of cost for all items of 200 series (i.e. series of concreting work) including works of shotcreting. For finishing works also, cement shall be supplied by BHEL free of cost.
25.	Volume-IA PART-I Chapter-II - SCOPE OF WORK Clause No-1.2.2		Volume-IA PART-I Chapter-II - <b>SCOPE OF WORK Clause No-1.2.2</b> Free issue Materials by BHEL for incorporation in the permanent work are Cement, Reinforcement steel, MS round for Earthing, Structural steel for structural works (as specified in BOQ), Following difference in various BOQ Item No- 200.0 to 204.0 CONCRETE WORK mentioned that.... <b>(Cement supply by BHEL free of cost for incorporation in permanent work)</b> But, in Item No:205.0, 206.0 & Others : Cement supply by BHEL or NOT, is not Specified. Please Clarify above procurement of Cement & Steel.	Cement shall be supplied free of cost for all items of 200 series (i.e. series for concrete works).

ALL OTHER CONDITIONS REMAIN UNCHANGED.

BIDDERS ARE REQUESTED TO CONSIDER THIS CORRIGENDUM AS PART OF TENDER SPECIFICATION AND QUOTE ACCORDINGLY.

-Sd-  
Vinod Jaseja  
Sr. Dy. Gen.Manager / SCT