

CORRIGENDUM - 3 DATED 09-12-2021 TO TENDER SPECIFICATION - BHEL:PSSR:SCT:1997

Civil (balance works), architectural, Mechanical, Electrical, C&I, works of Natural Draught Cooling Tower including supply of materials for civil (excluding Cement, Structural steel & Reinforcement steel for civil works), Mechanical, Electrical & C&I works required for the NDCT - 1,3,5 (Package 1 (Unit-1), Package 2 (Unit-3), Package 3 (Unit-5) at 5x800 MW Yadadri Power project, Veerlapalem village, Dameracherla Mandal, Nalgonda District., Telangana state.

BHEL Clarification to Bidder's Pre Bid Query

Sr. No.	Documents Reference	Clause No.	Tender Terms & Condition	Bidder's Deviation	BHEL Reply
1.	Notice Inviting Tender	18	Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.	As the prices of labour & materials are increasing day by day, we request you to keep the validity of this offer for 3 (three) months.	Tender condition prevails
2.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – II	1.2.3	The subject tender consists of 3 packages – Package 1, 2 & 3 and the scope covered in each package is mentioned below: Package 1: NDCT of Unit-1 Package 2: NDCT of Unit-3 Package 3: NDCT of Unit-5 "Note: The NDCT contractor is required to own the owner approved thermal design and GA drawing such that the responsibility of cooling tower performance shall remain with the bidder in all manners. Any questions or clarifications regarding thermal design may be sought by the NDCT contractor to satisfy himself of its veracity. The tentative quantities for thermo- hydraulic components....."	The thermal design & designing of the NDCT have been done by BHEL and we will be supplying all the thermo-hydraulic components and constructing NDCT based on the design of BHEL as such the responsibility of designing will be with BHEL only.	Tender conditions prevail.
3.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – II	1.2.3	If NDCT Contractor does not meet the Guaranteed Cold Water Temperature offered by the NDCT Contractor as per the SPEC. NO.: PE-TS-417-165-N002, SECTION: III, REV. NO. 00, SHEET 1 OF 1 (or) SPEC. NO.: PE-TS-417-165-N002, SECTION: III, REV. NO. 01, SHEET 1 OF 1, as applicable, then LD shall be levied as per Cl. No. 11 of Technical Specification.	Please submit the format for guaranteed schedule.	Kindly refer Volume 1A, Part II, Technical Specification, Chapter-2, SPEC. NO.: PE-TS-417-165-N002, SECTION: III, REV. NO. 00, SHEET 1 OF 1 and SPEC. NO.: PE-TS-417-165-N002, SECTION: III, REV. NO. 01, SHEET 1 OF 1.
4.					As the thermal design & designing of NDCT have been done by BHEL, there should not be any penalty if guaranteed cold water temperature is not meet.
5.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – II	1.2.5	The area of work shall be cleared of all vegetation, rubbish and other objectionable Matter and materials removed shall be burnt or otherwise disposed of as directed by The Engineer-in-Charge. No separate payment for these operations shall be made. The cost of all these operations shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities.	The cleaning of the area is not in the scope of BIL as BIL is carrying out the job as per BOQ items only.	Tender conditions prevail.

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6.	Technical Conditions of Contract VOLUME IA PART – I CHAPTER – III	1.3.4	ELECTRICITY:	The uninterrupted supply of electricity will be provided at four points within 100 m of NDCT Site, within 50m of Batching Plant, within 50m of fabrication yard and 50m within Labour Colony.	Tender conditions prevail.
7.		1.3.5	WATER:	The supply of water will be provided at four points within 100 m of NDCT Site, within 50m of Batching Plant, within 50m of fabrication yard and 50m within Labour Colony.	Tender conditions prevail.
8.		1.3.6	<p>MATERIAL SUPPLY: Supply / providing aggregate, river sand and all other materials required for the work are in the scope of the contractor. BHEL shall provide cement & reinforcement steel for civil works, structural steel for fabrication works only for incorporation in the permanent work AS FREE SUPPLY.</p> <p>Regarding supply of cement, the cement shall be provided normally in bulkers and shall be unloaded in the silos (2 Nos minimum 100MT each per 30 Cum batching plant and 3 nos minimum 100MT each per 60 Cum batching plant) to be.....</p>	The capacity of cement silos will be to meet construction schedule.	Tender conditions prevail with clarification that 2 nos minimum 100MT each per 60 Cum batching plant as given in TCC list of T&P Ch.IV, cl. 1.4.2, B.2.1
9.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – IV	1.4	<p>T&Ps TO BE DEPLOYED BY CONTRACTOR</p> <p>B2.1 1 no. automatic concrete batching plant with printing facility (60 Cum/Hr) – and DG backup. With minimum 2 Nos of silo (100MT each) per batching plant. - 1 no to be commissioned Within 30 days,</p>	The batching plant will be commissioned within 60days.	Tender conditions prevail.
10.			B7 - 1 nos. Concrete Boom Placer of 36m boom length (as applicable) additional 1 concrete pump as stand by (60 cum/ hr min capacity & lift 90M).	The concrete pump will be deployed as per requirement.	Tender conditions prevail.
11.			B8 - 5 no. transit mixer (5/6 M3 capacity) with standby 1 no.	<p>The transit mixer will be deployed as per requirement.</p> <p>After award of order, the T&Ps schedule will be prepared by BIL for BHEL approval. The T&Ps will be deployed as per approved schedule.</p>	Tender conditions prevail.
12.		1.4.6	Concrete Testing Equipment	The Concrete Testing Equipment List will be finalized after award of order and will be submitted to BHEL for approval. The Concrete Testing Equipment will be as per approved deployment schedule.	Tender conditions prevail.

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13.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VI	1.6	TIME SCHEDULE 1.6.1.2.1 Package-1 1.6.1.2.1.1 Readiness of NDCT-1 for unit synchronization: 15 months 1.6.1.2.2 Package-2 1.6.1.2.2.1 Readiness of NDCT-3 for unit synchronization: 17 months 1.6.1.2.3 Package-3 1.6.1.2.3.1 Readiness of NDCT-5 for unit synchronization: 20 months	As you are aware, these are big size NDCT & involve very high quantities. The time given is very less for readiness of NDCT for unit synchronization. We request you to accept the following: 1.6.1.2.1 Package-1 1.6.1.2.1.1 Readiness of NDCT-1 for unit synchronization: 26 months 1.6.1.2.2 Package-2 1.6.1.2.2.1 Readiness of NDCT-3 for unit synchronization: 28 months 1.6.1.2.3 Package-3 1.6.1.2.3.1 Readiness of NDCT-5 for unit synchronization: 30 months	Tender conditions prevail.
14.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VI	1.6.7	CIVIL WORKS SCHEDULE FOR NDCT-3 & NDCT-5, at 5X800MW YADADRI POWER PROJECT The schedule for civil works is as given below:	After award of the order, the schedule will be prepared, and civil works will be carried out as per approved schedule.	Schedule for NDCT-1, NDCT-3, NDCT-5 given in cl.1.6.7
15.		1.6.8	Intermediate Milestones for Penalty	We request you to please delete this clause.	Tender conditions prevail.
16.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VII	1.7	TERMS OF PAYMENT 1.7.2 Advance for Mobilization	We request you to release 5% Interest Free Advance payment on issue of Letter of Intent (LOI) against submission of bank guarantee. BIL will submit 4 Nos. Bank Guarantee each for 1.25% of Contract Value. On recovering 1.25% of advance amount, you will return the 1st Bank Guarantee of 1.25% of Contract Value & similarly other bank guarantee's will be returned on recovery of advance.	Tender conditions prevail.
17.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VII	1.7.3	Interim Payment 1.7.3.3 - 5% of the item rate shall be released after submission of the quality check formats as per the quality plan for the quantum of work billed and duly certified by engineer.	We request you to do not hold 5% amount for submission of quality check formats.	Tender conditions prevail.
18.		1.7.4	Retention amount shall be as per GCC.	We request you not to deduct retention amount as it will adversely impact the cashflow. We propose to submit bank guarantee against retention money at the start of the project. BHEL will not deduct retention amount from our monthly RA bill.	Tender condition prevails
19.		1.13.12	PENAL RATE OF MATERIALS	Penal rate of materials should be as per prevailing market rates.	Tender conditions prevail.
20.	Technical Conditions of Contract VOLUME-IA PART-II CHAPTER – 1	SI No: 4	The following clause is added under clause 1.10 Security Deposit in General Conditions of Contract (Volume I Book II): "1.10.8 Bidder agrees to submit Security Deposit required....."	We request you not to impose any penalty for delay in Security Deposit Bank Guarantee. Moreover, penalty of base rate of SBI +6% is very high.	Tender condition prevails

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21.	Technical Specification Rev. No. 01 Date 03.01.2020 Sheet 2 Of 2	-	No change in the quantities and cost of thermo-hydraulic components shall be allowed during execution due to any reason whatsoever from that quoted during tender stage.	If during designing of NDCT by BHEL, quantities of thermo-hydraulic components are increased than BHEL will pay proportionate amount to BIL.	Tender conditions prevail.
22.	Technical Specification Spec No.: PE-TS-417-165-N002 Section: I Sub Section: IA Rev. No. 00 Date 03.01.2020	8.00.00	PERFORMANCE TESTING AT SITE	BIL will use inhouse facility or it's own testing agency for conducting testing at site.	Tender conditions prevail.
23.		11.00.00	<p>PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES</p> <p>a) Performance testing of cooling tower shall be done to demonstrate the guaranteed cooling water temperature at rated duty point. The cold-water temperature as specified in the specification shall be guaranteed by bidder for the design conditions of CW flow, range, ambient WBT as specified.</p> <p>In case the test cold-water temperature as determined from the PG test is higher than the predicted value, Owner reserves the right to reject/replace the fills and other materials associated with the performance of the tower. In the event of its acceptance by purchaser, Penalty of 5% of the Cost of NDCT package value shall be deducted.</p> <p>b) The successful bidder shall demonstrate the above guarantees during performance testing at site.</p> <p>The purchaser is, however, not bound to accept the equipment and reserves the right to out rightly reject it if the actual values exceed beyond the plant design limits.</p>	Flat penalty of 5% is not acceptable to BIL. It should be proportionate to Cold-Water temperature achieved.	Tender conditions prevail.
24.	Technical Specifications for Natural Draught Cooling Towers Doc No.: PE-V1-417-TS-101	5	SPECIFIC COMPLIANCE It is necessary for the bidder to comply with the following documents/drawings enclosed with this specification:	After award of the order, BIL will check these documents and will submit its recommendation to BHEL for any revision in documents.	Tender conditions prevail.

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25.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02)	2.7.9	LIQUIDATED DAMAGES/PENALTY At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract.....	We request you to please impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 5% of the contract value. If delay is due to reasons not attributable to BIL.	Tender condition prevails
26.		2.12	OVERRUN COMPENSATION	Overrun compensation should be applicable for this tender.	Applicable as per GCC.
27.		2.13.2	ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL is empowered to approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation.	We request you to please confirm that 10% Additional interim advance will be paid for mobilization of Tower Crane, Jumpform set and other major equipment's & materials for construction of NDCT.	Applicable as per TCC, VOLUME-IA PART-I CHAPTER – VII
28.		2.14	QUANTITY VARIATION	Quantity variation should be paid to BIL if final executed contract value is reduced from awarded contract value. The sealing of -15% quantity variation should be deleted.	Tender conditions prevail.
29.		2.17	PRICE VARIATION COMPENSATION	Price Variation Compensation should be applicable from the date seven days before date of submission of offer.	Applicable as per GCC.
30.		2.21	ARBITRATION & CONCILIATION 2.21.1 ARBITRATION:	As per the latest honorable Supreme Court Judgement QUOTE: "A Party interested in the outcome of the award loses the right to appoint the Arbitrator" In view of the above it is suggested that we may select a neutral Arbitrator though IITArb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court. The place of arbitration shall be New Delhi, India / New Delhi law shall apply.	1) Dispute resolution clause /Arbitration clause already penned down in contract holds good , no deviation permitted. 2) The place of arbitration shall be at Chennai as already penned down in contract.

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31.		2.21.3	No Interest payable to Contractor Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.	Interest at the rate of 18% should be paid to BIL if release of payment is delayed by BHEL beyond 30 days.	Tender condition prevails
32.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02)	2.23.2	Final Bill Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of.....	You will be processing the final bill of BIL within 30 days of acceptance. The payment against final bill will be cleared within 45 days.	Tender condition prevails
33.		2.27	LIMITATION ON LIABILITY: Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.	The maximum liability of BIL should be limited to 5% only.	Tender condition prevails
34.	FORMS & PROCEDURES	-	BANK GUARANTEE FORMATS	Bank Guarantee will be submitted from Barclay's Bank / Societe Generale. The format of Bank Guarantee's will be mutually agreed.	Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted. Proforma Of Bank Guarantee (In Lieu Of Security Deposit)-Form WAM 22. (Cl. GCC 1.12)

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35.	HEALTH, SAFETY AND ENVIRONMENT PLAN FOR SITE OPERATION by SUBCONTRACTORS Doc no.: HSEP: 14	16	NON-COMPLIANCE NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE SUBCONTRACTOR AS UNDER FOR EVERY INSTANCE OF VIOLATION NOTICED:	EHS penalty is very high, and it should be reduced or deleted.	Tender condition prevails

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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Anil Kumar
DGM/SCT