

Corrigendum 1 dated February 16, 2022 to Tender Specification BHEL PSSR SCT 2015

Corrigendum 1 dated February 16, 2022 to Tender Specification BHEL PSSR SCT 2015 for the works of 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-4 at 5x800 MW Yadadri Power Project, Veerlapalem village, Dameracherla Mandal, Nalgonda District., Telangana state

A. The following clauses are changed / modified as below:

Sl. No.	Reference Clause No.	Existing Clause/ Description	Modified as
1)	Volume-II, Price Bid Ref. No. 22.3	Providing & fixing Fabricated MS piping (20 thk of dia 3.8 m and 3.4 m for hot water supply) conforming to IS: 3589 and MS plates as per IS: 2062 including bends, Ts, elbows, reducers, etc. complete with all the necessary HDGS hardware, gaskets, etc. including fabrication, cutting, aligning, welding, lowering, laying, hydro-testing, etc. as per specifications, drawings and as directed by engineer Payment: Supply - 70% Fixing - 30%	Providing & fixing Fabricated MS piping (20/22 thk of approx. dia 3.8 m and 3.4 m as per drawings & specification for hot water supply) for hot water supply conforming to IS: 3589 and MS plates as per IS: 2062 including bends, Ts, elbows, reducers, etc. complete with all the necessary HDGS hardware, gaskets, etc. including fabrication, cutting, aligning, welding, lowering, laying, hydro-testing, etc. as per specifications, drawings and as directed by engineer. Payment: Supply - 70% Fixing - 30%
2)	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VII Clause 1.7.3.6	Retention amount shall be as per Clause no. 2.22 of General Conditions of Contract (GCC).	Retention amount shall be as per Revised Clause no. 2.22 of General Conditions of Contract (GCC) published at Sl. No. 15, in Chapter-1, in Part-II of Volume-IA.

B. Some of the Bidders had raised queries on the published tender Specifications. BHEL's clarifications are furnished below:

Sr. No.	Tender Document Reference	Clause No.	Existing Provision	Bidder's query	BHEL's Clarification
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.

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2.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – II	1.2.2	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	1.2.2	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.	As the thermal design & designing of NDCT have been done by BHEL, and Bidder will be supplying all the thermo-hydraulic components and constructing NDCT based on the design of BHEL there should not be any penalty if guaranteed cold water temperature is not met.	Tender conditions prevail.
4.					Tender conditions prevail.
5.	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.
6.		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.

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7.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – IV	1.4	T&Ps TO BE DEPLOYED BY CONTRACTOR 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,	The batching plant will be commissioned within 60days.	Tender conditions prevail.
8.			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.
9.			B8 - 5 no. transit mixer (5/6 M3 capacity) with standby 1 no.	The transit mixer will be deployed as per requirement. After award of order, the T&Ps schedule will be prepared by Bidder for BHEL approval. The T&Ps will be deployed as per approved schedule.	Please refer Notes under Clause no. 1.4.2 of VOLUME-IA PART – I CHAPTER – IV. Tender conditions Prevail.
10.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VI	1.6.1.2	The entire works of the cooling towers including green belt area (as applicable) as detailed in the Tender Specification shall be completed within 25 (Twenty-Five) months from the date of commencement of work. 1.6.1.2.1. Readiness for unit synchronization (half basin): 19 months 1.6.1.2.2. Final bill & contract closure: 25 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: The entire works of the cooling towers including green belt area (as applicable) as detailed in the Tender Specification shall be completed within 30 (Thirty) months from the date of commencement of work.	Tender conditions prevail.

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				1.6.1.2.1. Readiness for unit synchronization (half basin): 25 months 1.6.1.2.2. Final bill & contract closure: 30 months	
11.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VI	1.6.7	CIVIL WORKS SCHEDULE FOR NDCT-4, 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.	Tender conditions prevail.
12.		1.6.7.1	Intermediate Milestones for Penalty	We request you to please delete this clause.	Tender conditions prevail.
13.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VII	1.7.2	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. Bidder will submit 4 Nos. Bank Guarantee each for 1.25% of Contract Value. On recovering 1.25% of advance amount, you will return the 1 st Bank Guarantee of 1.25% of Contract Value & similarly other bank guarantee's will be returned on recovery of advance.	Tender conditions prevail.

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14.	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.
15.		1.7.3.6	Retention amount shall be as per Clause no. 2.22 of General Conditions of Contract (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.	Retention amount shall be as per revised Clause no. 2.22 of General Conditions of Contract (GCC) published at Sl. No. 15, in Chapter-1, in Part-II of Volume-IA.
16.	Technical Conditions of Contract VOLUME-IA PART-II CHAPTER – 1	Sl 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.
17.	Technical Conditions of Contract VOLUME-IA PART-II CHAPTER – 2 General Technical Specifications and Borelog data (Book 1 of 2) Technical Specification Rev. No. 01 Date 03.01.2020 Sheet 2 Of 2	1.00 INTENT OF SPECIFICATION:	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 Bidder.	Tender conditions Prevail.

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18.	Technical Conditions of Contract VOLUME-IA PART-II CHAPTER – 2 General Technical Specifications and Borelog data (Book 1 of 2) 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	Bidder will use inhouse facility or third party testing agency for conducting testing at site.	Tender conditions Prevail.
19.		11.00.00	PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES 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. 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. b) The successful bidder shall demonstrate the above guarantees during performance testing at site. 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.	As thermal design is carried out by BHEL and Bidder will be supplying and installing Thermo-Hydraulic components as per BHEL design hence penalty of 5% is not acceptable to Bidder. Similarly, rejection/replacing the fills and other materials associated with performance of tower is not acceptable to Bidder as thermal design is carried out by BHEL.	Tender conditions Prevail.

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20.	Technical Conditions of Contract VOLUME-IA PART-II CHAPTER – 2 General Technical Specifications and Borelog data (Book 1 of 2) Technical Specifications for Natural Draught Cooling Towers Doc No.: PE-V1-417-TS-101	5.0	SPECIFIC COMPLIANCE It is necessary for the bidder to comply with the following documents/drawings enclosed with this specification:	After award of the order, Bidder will check these documents and will submit its recommendation to BHEL for any revision in documents.	Tender conditions Prevail.
21.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	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 Bidder.	Tender condition prevails.
22.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	2.12	OVERRUN COMPENSATION	Overrun compensation should be applicable for this tender.	Overrun Compensation shall be as per Clause 2.12 of General Conditions of Contract

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23.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	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 interest free advance will be paid for mobilization of Tower Crane, Jumpform set and other major equipment's & materials for construction of NDCT.	Tender condition prevails.
24.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	2.14	QUANTITY VARIATION	Quantity variation should be paid to Bidder if final executed contract value is reduced from awarded contract value. The ceiling of -15% quantity variation should be deleted.	Tender condition prevails.
25.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	2.17	PRICE VARIATION COMPENSATION	Price Variation Compensation should be applicable from the date seven days before date of submission of offer.	Tender condition prevails.
26.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	2.21	ARBITRATION & CONCILIATION 2.21.1 ARBITRATION:	As per the latest honorable Supreme Court Judgement <u>QUOTE:</u> "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 <u>IITArb</u> (Indian	1) Tender condition, regarding selection of arbitrator, prevails. 2) The seat of arbitration shall be Chennai.

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				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.	
27.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	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 Bidder if release of payment is delayed by BHEL beyond 30 days.	Tender condition prevails.
28.	General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02) Volume I Book II	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 Bidder within 30 days of acceptance. The payment against final bill will be cleared within 45 days.	Tender condition prevails.
29.		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	The maximum liability of Bidder should be limited to 5% only.	Tender condition prevails.

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			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.		
30.	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.	Refer Clause 1.12 of General Conditions of Contract (Volume IC Book II), for Bank Guarantees. Bidders to refer relevant format published in the tender for BG.
31.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – II	1.2.2	The scope of work includes supply, construction, erection and commissioning excluding engineering including supply of complete bought out materials, hot water distribution system up to battery limit, cold water basin and outlet channels up to battery limit, sludge pit, stair case from ground level to water distribution level & top of CT and all other equipment and accessories as mentioned herein after.	After award of order Bidder will carry out thermal design inhouse or through its own design consultant. The configuration , size & height of PVC V Bar fills will be different than BHEL design. Bidder will take guarantee for achievement of guaranteed cold water. In this case the quantity, size & height etc. of PVC V Bar, SS Grid, distribution pipe, nozzle, drift	Tender conditions Prevail.

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			<p>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</p>	<p>eliminator & other components of thermal hydraulic component of NDCT will be different than BHEL design. Payment of these components will be released as per factors given in BOQ.</p>	
32.	<p>General Conditions of Contract (Common for Power Sector Regions) (Document No. PS:MSX:GCC, Rev 02)</p>	2.20 FORCE MAJEURE	<p>"Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such.....</p>	<p>Price offered in the tender are on the basis considering no implied costs owing to any force majeure, govt imposition, lock-down situation owing to any act of God or a pandemic or a war or any other cause like local strikes that is or may be beyond the control of the Bidder. If the work is stopped or site is unavailable to work or any kind of restriction is imposed or labour is idle due to gate pass issues owing to pandemic, or due to delay in approval of design & drawings or delay in issuance of free issue material and for any of the reasons cited herein, Bidder will be compensated for idle of labour, staff, equipment, facilities, slipform Equipment & Financial charges of Bank Guarantee etc., and</p>	<p>Tender condition prevails.</p>

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				contractual completion time will be extended.	
33.	Technical Conditions of Contract VOLUME-IA PART-I CHAPTER – VI	1.6.6 GUARANTEE PERIOD	<p>The Guarantee period shall be as mentioned below:</p> <p>1.6.6.1. As stipulated in General conditions of contract (clause no. 2.24 "PERFORMANCE GUARANTEE FOR WORKMANSHIP")</p> <p align="center">or</p> <p>1.6.6.2. 18 calendar months from the date of completion of supplies</p> <p align="center">or</p> <p>1.6.6.3. 12 calendar months from the date of satisfactory commissioning of the package, whichever is later.</p>	<p>Upon receipt of Notice of Virtual Completion from Bidder, within 15 days, M/s. BHEL shall intimate to Bidder details of any defects / damages / defective workmanship if noticed in any of the materials / services as per "Scope of Work" (Called Punch List) and Bidder shall rectify the punch list free of cost to the full satisfaction of M/s. BHEL. Within 15 days of intimation by Bidder of completion of the punch list, M/s. BHEL will take over chimney and M/s. BHEL shall issue a completion certificate within 30 days of the above intimation. Warranty period for Workmanship / Defect liability shall be 12 months from the date of intimation of completion of Punch List by Bidder or when the Principal Employer cum the Owner starts the use of Chimney whichever is earlier.</p>	Tender conditions Prevail.

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34.			Entitlement	Bidder will be allowed an entitlement for time and cost (as a variation and/or for Change in Law) in the event (including but not limited to) of: 1. Closure of banks, businesses and facilities, reduced opening/working hours. 2. Requirement to comply with new measures introduced by our clients, customers, suppliers and subcontractors. 3. Reduced productivity or closures at factories in our supply chain.	Tender condition prevails.

ALL OTHER CONDITIONS REMAIN UNCHANGED.

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

-Sd/-
(Asha Alex)
Sr. DGM/SCT