



BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT, NOIDA

Date-8-Oct-25

CORRIGENDUM- 03

PROJECTS	:	1 X 800 MW HPGCL YAMUNANAGAR STPP
PACKAGE	:	NATURAL DRAFT COOLING TOWER (NDCT)
ENQUIRY NO	:	77/25/6135/SAN DATED 19.09.2025
SUBJECT	:	PRE- BID CLARIFICATIONS + CHANGE IN NIT CONDITIONS

Type of Corrigendum			
Technical Corrigendum -	☒	Commercial Corrigendum -	☒

Bidders are requested to note the following -

1. Please refer attached BHEL Replies to Pre-Bid Queries. Following documents are enclosed-
 - a. Topographical Survey Plan (Sheet-1 & 2)
 - b. Form of Deed of Joint Undertaking.
2. Annexure-VII to NIT has been revised, please refer attached Annexure-VII (Rev-01) to NIT. Please note that availability of land is very limited and BHEL has made provisions for leasing of land outside the plant boundary. Bidders to note the following regarding allocation of land for contractor's establishments and labour colony-
 - i. Considering the discrete / inconsistent concrete requirement and to avoid the wastages, Space for Installing the Batching Plant inside the plant premises shall be identified with customer. Land inside the plant premises shall be provided free of cost. In case land is not available inside the plant premises, same has to be arranged by the contractor outside the plant boundary at his own cost.
 - ii. Space for other construction establishments i.e. storage, fabrication/ pre-assembly, office etc. is to be arranged outside plant premises by the contractor at his own cost.
 - iii. However, based on the availability of space during work progress, land inside the BHEL's leased land premises may be made available to contractor for point no. (i) and (ii) on chargeable basis as per approved recovery rates / provisions.
 - iv. Labour colony including Worker's accommodation sheds along with kitchen sheds, approach roads, internal /external electrification, water supply network, plumbing etc. is being developed by BHEL on the leased land outside the plant premises. 01 No. worker's accommodation shed along with kitchen shed may be issued to contractor on chargeable basis as per approved recovery rates / provisions, based on availability. However, prime responsibility for arranging the worker's accommodation having standard basic facilities as per statutory norms is with contractor and he shall make his own arrangement outside the plant premises.

Above conditions shall supersede the all related conditions mentioned elsewhere in NIT including Annexures.



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PROJECT ENGINEERING MANAGEMENT, NOIDA

All the other terms and conditions of the tender enquiry remain unchanged. All the bidders are requested to quote accordingly.

Yours faithfully,
For and on behalf of BHEL

Sanjeev Kumar
Engineer/BOP

Corrigendum

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
PRE-QUALIFICATION REQUIREMENT (TECHNICAL)					
1	Book 1 of 2 / Annexure - 3K /Cl. I.(B)	Annexure-3K / Provennes Criteria	345 of 347	Please confirm that reference PQR-Technical clause no. shall be read as 4.4.2.1 (instead of 4.2.2), in line with the red-font text in the followinf paragraph	Bidder's understanding is correct.
COMMERCIAL					
1	NIT Cl. 21	<u>Delivery Schedule: The delivery schedule for this package is as below-</u> A. Design and Engineering: 12 months from LOA. B. Main Supply: 24 months from date of LOA. C. Mandatory Spares: 32 months from date of LOA or 6 Months from the date of BHEL clearance whichever is later. D. Civil + E&C: 32 months from date of LOA. E. PG Test: 2 months from BHEL Clearance after COD	2 of 305	Bidder request to update the clausues as follows: A. Design and Engineering: 12 months from DLOA . B. Main Supply: 30 months from date of DLOA . C. Mandatory Spares: 32 months from date of DLOA or 6 Months from the date of BHEL clearance whichever is later. D. Civil + E&C: 32 months from date of DLOA or Notice to Proceed (NTP), whichever is later . E. PG Test: 2 months from BHEL Clearance after COD or within 6 months from the date of Completion of Facilities (COF), whichever is earlier .	Delivery Schedule shall be as per NIT. Please follow the same.
2	Annexure-1 to NIT	<u>PRICE ADJUSTEMENT-PVC payment terms and conditions</u> (Note-The total amount of PVC payable shall not exceed 10 % of the BASIC contract value for respective order. Negative price variation (without any limit) shall be passed on to BHEL.)	23 of 305	Bidder request to update the clausues as follows: (Note-The total amount of Positive or Negative price variation shall be without any limit and may vary to any extend.)	Please follow the NIT.
3	SCC Point no. 19	<u>Storage space by BHEL for Mandatory spare</u> For BOP Turnkey package - Open storage space will be provided by BHEL at free of cost. Construction of the storage facility is vendor's responsibility.	22 of 305	We presume BHEL will provide storage space for Mandatory Spare, as well as required space for storage of other required materials for construction of the subject project at free of cost within the nearby area of the said NDCT.	Refer Corrigendum-03
4	NIT Point no. 28	<u>Payment Terms for Design & Engineering Charges:</u> Payment against Design & Engineering shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.	3 of 305	Bidder request's to remove the provion of additional bank guarantee to get the payment release. As the 1st 50% of the Design & Engineering charges shall be released after completion and submission of the basic engineering & subsequent drawings/documents, hence, requirement of additional security in a form of BG is seems not mandatory.	Please follow the NIT
5	NIT Point no. 28	<u>Payment Terms for Civil Works shall be as follows:</u> (i) Ninety percent (90%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/PS- Region as follows: a) 5% payment against mobilization and installation for s no. A.8, A.9 A.10, A.14, E, F & G items of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan). Payment against mobilisation & installation shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply. b) Remaining 85% on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/Customer. (ii) Ten percent (10%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/package to Customer/BHEL, as applicable.	3 of 305	Bidder request to update the clause as follows: (i) Ninety-five percent (95%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/PS- Region as follows: a) 10% (Ten percent) payment as an interest free advance against submission of an advance BG of equivalent amount from a nationalized bank, with an initial validity of beyond 3 months beyond the stipulated date of Civil work completion period. b) 5% payment against mobilization and installation for s no. A.8, A.9 A.10, A.14, E, F & G items of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan). c) Remaining 80% on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/Customer. (ii) Five percent (5%) of contract value of civil works along with taxes (as applicable) shall be released against (1.25% or equally divided against each activity) the completion of: (a) Mechanical Comletion or Trial run of the system/package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point.	Please follow the NIT

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
6	GCTC Point no. 9.1.1	<u>TERMS OF PAYMENT MANDATORY SPARES INDIAN VENDORS</u> Payment of 90% of basic price of materials supplied along with 100% freight and taxes & duties (as applicable), shall be paid against receipt of material (receipted LR) at site on prorata basis. Balance 10% of basic price of materials supplied will be released on pro rata basis on receipt of Material Receipt Certificate (MRC) / Store Receipt Voucher (SRV) from project site engineer of purchaser/customer.	234 of 305	Bidder request to update the clauses as follows: Payment of 10% of contract value of Mandatory Spares including Taxes upon approval of the Mandatory Spare List. Payment of 80% of basic price of materials supplied along with 100% freight and taxes & duties (as applicable), shall be paid against receipt of material (receipted LR) at site on prorata basis. Balance 10% of total materials supplied value will be released on pro rata basis on receipt of Material Receipt Certificate (MRC) / Store Receipt Voucher (SRV) from project site engineer of purchaser/customer.	Please follow the NIT
7	GCTC Point no. 9.2.1	<u>SUPPLY PAYMENT INDIAN VENDORS</u> Payment of 80% of basic price of materials supplied, as per approved billing schedule, along with 100% freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 10 % of basic price of materials supplied shall be released against (2.5% against each activity) the completion of: (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point.	235 of 305	Bidder request to update the clauses as follows: Payment of 10% as an interest free advance against submission of an advance BG of equivalent amount from a nationalized bank, with an initial validity of beyond 3 months beyond the stipulated date of supply period. Payment of 75% of basic price of materials supplied, as per approved billing schedule, along with 100% freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. Balance 5 % of total materials supplied value shall be released against (1.25% or equally divided against each activity) the completion of: (a) Mechanical Completion or Trial run of the system/package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point.	Please follow the NIT
8	GCTC Point no. 9.3.1	<u>ERECTION & COMMISSIONING PAYMENT</u> 80 % (Eighty percent) of contract E&C price along with taxes (as applicable) shall be released on pro rata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule. 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released on pro rata commissioning of individual sub-system, on submission of protocol, duly signed by BHEL site official(s) and customer, as per approved billing schedule. 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released against (2.5% against each activity) (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point and handing over.	236 of 305	Bidder request to update the clauses as follows: Payment of 10% (Ten percent) as an interest free advance against submission of an advance BG of equivalent amount from a nationalized bank, with an initial validity of beyond 3 months beyond the stipulated date of E&C period. 75 % (Seventy-five percent) of contract E&C price along with taxes (as applicable) shall be released on pro rata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule. 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released on pro rata commissioning of individual sub-system, on submission of protocol, duly signed by BHEL site official(s) and customer, as per approved billing schedule. Balance 5 % of contract E&C price along with taxes (as applicable) shall be released against (1.25% or equally divided against each activity) the completion of: (a) Mechanical Completion or Trial run of the system/package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As built drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point.	Please follow the NIT

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
9	NIT Point no. 29	<u>Globalisation of free issue materials:</u> There will be no penalty on excess quantity as long as total cost of free issue items remain unchanged i.e. quantity of one item can go up and quantity of other item can go down within total cost of free issue arrived based on the quantity quoted by the bidders.	3 of 305	Bidder request's to share the savings margin @ 3:1 (75%-25%) between BHEL & Bidder, respectively. For example: If there is savings of 1000 MT Cement & 100 MT Reinforcement Steel, then the total savings ((1000MT X Rs. 6,500.00)+(100MT X Rs. 6,000.00)) = Rs. 1,25,00,000.00 Share between BHEL & Bidder; BHEL = Rs. 93,75,000.00 Bidder = Rs. 21,25,000.00	Please follow the NIT
10	NIT Point no. 28	Payment terms: Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 along with its Corrigendum-01 shall be read as- Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 30 days after submission of complete documents as per clause no 9.6.2 – 9.6.5 of GCC BOP Rev00 along with its Corrigendum 01.	3 of 305	We presume this clause will prevail over the GCTC clause no. 9.5 of Release of Payment. Hence, payment shall be released within 30 days after submission of complete documents.	Bidders understanding is correct
11	NIT Point no. 32, GCTC Clause 16 & Corrigendum 1 to GCC	LIQUIDATED DAMAGES However, total LD for delay in supply and E&C shall be limited to 10% of total contract price (supply + E&C) excluding GST.	4 of 305 243 of 305 208-209 of 305	Bidder request's to limit the Liquidated Damage to 5% of the Contrac Price. Bidder request's not deduct the any on account of delay in supply, if the Civil Work, Erection & Commissioning completed by the Bidder within the scheduled or extended period.	Please follow the NIT
12	NIT Point no. 36 &, GCTC Clause 11	NIT point no. 36 specifies 10% (Ten percent) of the contract value as Performance Security (PS); whereas GCTC clause no. 11 specifies 5% (Five percent) of the order value as CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)	4 of 305 239 of 305	Bidder consider's 5% (Five percent) of the order value as CONTRACT PERFORMANCE BANK GUARANTEE (CPBG) in accordance with the GCTC clause no. 11. Please confirm.	NIT terms pravails over GCC
13	SCC Point no. 21	Submission of Final Drgs/ Docs along with O&M Manual, As per applicable GCC / Tender documents/Kick-off meeting. In case the same is not specified anywhere, then, vendor to submit final approved dwgs/docs and O&M Manual in 10 sets of Hard copies and 04 Nos of CD ROMs/DVDs/Pen drive.	22 of 305	Bidder request's to consider submission of 3 sets of Hard copies instead of 10 sets.	Please follow the NIT
14	Annexure-II to NIT Point no. C.14	Total Station - 3 Nos.	28 of 305	Bidder request's to consider 1 no. instead of 3 nos. However, as per requirement and instruction of BHEL's EIC, Bidder will mobilize upto 3 nos. of Total Station	Please follow the NIT
15	SCC Point no. 18 & Annexure-VII to NIT Point no. 3.2.1.a	<u>Construction Facilities to Vendor</u> <u>Construction Power:</u> Construction Power is available on chargeable basis at single point source. Further distribution is to be done by concerned vendor. Electricity for construction purposes Single point source	22 of 305 177 of 305	SCC stipulation is single point source provided by BHEL; whereas, Annexure-VII to NIT stipulates the sourcing of construction power under Bidders scope. Please clarify.	1.BHEL may provide electricity at a single point source (approximately 500 meters) for construction works near the NDCT area on a chargeable basis. 2.BHEL may also provide electricity at another single point source (approximately 500 meters) for construction works near the batching plant area on a chargeable basis.

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
16	Annexure-VII to NIT Point no. 3.11.1	Contractor to note that BHEL is in the process of obtaining the construction power connections through State Electricity Distribution Board (UHBVN / HVPN) for inside /outside the plant premises. The process may take time of about 06 months from the commencement of contract period of this tender. Till such arrangement is made available by BHEL, the contractor should make his own arrangement for alternative source of power supply through power connection /deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable on account of the same.	183-184 of 305	This clause itself demonstrate the difficulties to obtain the construction power. BHEL being a prime contractor stipulates that to obtain the construction power they may take upto 6 months from the date of commencement and hence, bidder should make their own arrangement. Therefore, it implies arrangement of back up construction power by Bidder may also have take ample time. Thus, considering the gravity of the situation, requesting to consider the Bidder eligible for equitable extension of time on account of delay in availability of construction power.	1.BHEL may provide electricity at a single point source (approximately 500 meters) for construction works near the NDCT area on a chargeable basis. 2.BHEL may also provide electricity at another single point source (approximately 500 meters) for construction works near the batching plant area on a chargeable basis.
17	Annexure-VII to NIT Point no. 3.12.6	DEWATERING: Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments shall be considered by BHEL for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period.	186 of 305	Bidder takes note of the clause. In addition to this Bidder request's to add the following provisions into this clause: (a) Any water accumulation in the Bidders Battery limit area, from the spillage of header pipe line of BHEL's scope, and impacted the Bidder's works, shall be compensated to the Bidder with the actual cost incurred + 15% overhead charges. (b) Any water accumulation in the Bidders Battery limit area, during unit synchronization by BHEL, and impacted the Bidder's works, shall be compensated to the Bidder with the actual cost incurred + 15% overhead charges.	Please refer latest enclosed Annexure VII Rev-01 to NIT
18	GCTC Clause no. 44	OVER RUN CHARGES	257 of 305	The clause of Over Run Charges implies only on the E&C contract. However, the clause is not clear and complete. The formula for calculation of the cost is not mentioned anywhere. Thus, requesting you to revise the clause and provide the complete information along with the formula for calculation. Also request you to consider the Over Run Charges for the entire contract instead of only E&C contract.	Please follow the NIT
19	Notice Inviting Tender	21	2 of 305	We also expect that comments on our documents / drawings will be received by us within 7 days of our submission of those documents / drawings.	Please follow the NIT
20	Notice Inviting Tender	24	3 of 305	This clause is not applicable for this tender.	Please follow the NIT
21	Notice Inviting Tender	28 (GCC BOP - GCTC / Clause No 9.2.1)	3 of 305	For a project of this dimension we expect 10% interest-free advance on Main Supply contract value. Please confirm. Referring to release of last 10% payment on Main Supply, kindly note that PG test will depend upon the ideal test conditions viz., plant load etc. which is beyond cooling tower contractor's control. Hence we cannot continue to extend the validity of the subject BG till completion of the PG Test, which is not under our control. Therefore, there should be a cut-off period for revalidating the BG. Ideally the PBG should be valid till the warranty period only.	Please follow the NIT
22	Notice Inviting Tender	28 (GCC BOP - GCTC / Clause No 9.3)	3 of 305	We expect 10% interest-free advance on E&C contract value. Please confirm. Referring to release of last 10% payment on E&C, kindly note that PG test will depend upon the ideal test conditions viz., plant load etc. which is beyond cooling tower contractor's control. Hence in case PG test / demonstration test of the cooling tower(s) cannot be completed within one year after completion of commissioning of cooling tower(s), for reasons not attributable to the contractor, BHEL shall release payment towards PG Test / demonstration test of the cooling tower(s) against existing performance security, valid till warranty period, that would have been submitted as per NIT Clause No 36. Please confirm.	Please follow the NIT
23	Notice Inviting Tender	28 (i-a)	3 of 305	Please confirm that BHEL shall release 5% of the civil work payment against site mobilization and not linking it with installation of the T&P as per Annexure - II.	Please follow the NIT
24	Notice Inviting Tender	28 (ii)	3 of 305	For the last 10% payment against Civil Work, In case PG test / demonstration test of the cooling tower(s) cannot be completed within one year after completion of commissioning of cooling tower(s), for reasons not attributable to the contractor, BHEL shall release payment towards PG Test / demonstration test of the cooling tower(s) against existing performance security that would have been submitted as per NIT Clause 36. Please confirm.	Please follow the NIT
25	Notice Inviting Tender	28 (GCC BOP - GCTC / Clause No 9.5)	3 of 305	We understand that payment will be released within 30 days for all contractors in line with Clause No 28 of NIT. Please confirm.	Noted

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
26	Notice Inviting Tender	36	5 of 305	This is understood to be applicable in case of a composite contract or for E&C package. Please provide PBG validity terms for Supply, Mandatory Spares and Civil packages.	Please follow the NIT
27	Notice Inviting Tender	38	6 of 305	Based on this stipulation we understand that BOCW Cess will be borne by BHEL. Please confirm.	Please refer s.no -9 of Annexure-IV (related to BOCW Applicability) of NIT
28	Notice Inviting Tender	52	8 of 305	It is not possible for bidder to assess any unprecedented or unforeseen situation which are non existent at the time of site visit, hence cost consideration for such events is not considered. Hence in case of any circumstance or site related information which was non existent at the time of site visit / bidding stages or not shared along with the tender document, suitable compensation (if applicable at the time of execution) has to be paid to the contractor. Please confirm.	Please follow the NIT
29	General	--	--	Labour colony shall be constructed as per bidder / contractor's standard practice / drawing.	Refer Corrigendum-03
30	Annexure - II to NIT	General	27 of 305	T&P shall be deployed by us at site as per requirement to suit overall completion period based on our tried and proven standard for NDCT as offered by us for the subject project. At the time of start of work, joint MOM may be prepared between BHEL and contractor about T&P to be deployed at site along with their individual quantities & deployment period.	Please refer Annexure-II of NIT
31	Annexure - IV to NIT	BOCW Cess Chapter Clause No 8.4.1	41 of 305	This chapter is in contradiction to Clause No 38 of NIT (Page 6 of 305). Please clarify whether BOCW Cess shall be borne by BHEL. Moreover, TCC not available as part of the tender documents. Hence the notes mentioned have to be represented here itself.	Please refer Annexure-IV (related to BOCW Applicability) of NIT
32	Special Conditions of Contract	Clause Nos. 6.4.4.4, 6.4.4.5 & 6.4.4.6	26 of 34	Please confirm whether MS earthing rod, Foundation bolts (if applicable), MS rails and Structural steel (rolled sections and plates, etc.) will be issued free by BHEL in addition to Cement and Reinforcement Steel.	No such reference in SCC clauses
33	Annexure - I to NIT	PVC Chapter	23-26 of 305	In case of delays for reasons not solely attributable to the bidder / contractor, L3 schedule shall be revised and PVC needs to be calculated and paid based on revised L3 schedule. Please confirm.	Please follow the NIT
34	Annexure - I to NIT	PVC Chapter	23-26 of 305	In case of negative price variation, payable amount to be restricted to ZERO. Please confirm.	Please follow the NIT
35	Annexure - I to NIT	PVC Chapter	23-26 of 305	Price Adjustment Formula for Supply and Mandatory Spares should not be limited to Plastic, Steel, Electrical Equipment and Labour components only. Bidder / Contractor should be allowed to furnish the list along with assigned co-efficients for items on which PVC should be applicable.	Please follow the NIT
36	Annexure - I to NIT	PVC Chapter	23-26 of 305	It is understood that "If the works are executed in an x month, then indices pertaining to that particular x month shall be considered (subscript 1) for calculation irrespective of the month the work has to be completed as per L3 schedule.	Please follow the NIT
37	Special Conditions of Contract	18	22 of 305	Please furnish the rates at which construction power and construction water shall be provided by BHEL to contractor.	Please refer latest enclosed Annexure VII Rev-01 to NIT
38	Special Conditions of Contract	General	--	Following provisions need to be incorporated in SCC / NIT: (a) Timeline for approval of drawing / documents. (b) Provision of Change Order should be incorporated. (c) Provision towards extension of time. (d) Formal Contract Agreement format is required for our review & comments, if any. (e) Order of precedence.	For (a) to (d), please follow NIT, for (e) refer clause no - 1.6 of ITB of GCC BOP Rev-00.

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
39	General Conditions of Contract	GCC BOP - GCTC / Clause No 12.0	240 of 305	The guarantee period shall be 12 months from the date of handing over of cooling tower or 18 months from the date of last major despatch of cooling tower components, whichever is earlier. PG test will depend upon the ideal test conditions viz., plant load etc. which is beyond cooling tower contractor's control, hence guarantee period cannot be linked to PG test of cooling tower. Please confirm.	Please follow the NIT
40	General Conditions of Contract	GCC BOP - GCTC / Clause No 33.2	252 of 305	Arbitration should be by joint arbitration procedure as per Arbitration & Conciliation Act, 1996 and as amended thereafter. The arbitration shall be conducted by a tribunal of three arbitrators, each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator who shall act as the presiding arbitrator. If the two arbitrators fail to agree on the name of the presiding arbitrator, then appointment shall be made as per the provisions of Section 11 of the Arbitration & Conciliation Act, 1996 read with all its subsequent amendments up-to-date. Please confirm	Refer Annexure- VIII to NIT
TECHNICAL					
1	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Project Information / Clause No 8	3 of 347	This clause is not acceptable to us. Land for labour colony, area for storage of equipment, fabrication yard or any other construction related activities have to be arranged within the plant premises near the cooling tower location and bidder / contractor should be allowed to make his own arrangement to have these facilities inside plant boundary near the cooling tower site..	Refer Corrigendum-03
2	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	General Technical Requirement	6 of 347	Kindly confirm that dismantling of underground as well as over-ground facilities, if any, within our scope limit is in BHEL's scope. Also please confirm cooling tower site will be handed over to bidder / contractor graded to FGL (= RL 270.0 M).	Refer response at sl. No. 36 below.
3	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Bid Evaluation Criteria / Clause No 56.4	10 of 347	This clause needs to be suitably modified in line with Clause No 29 of NIT.	This clause refers to NIT. NIT condition will prevail.
21	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Control & Instrumentaiton / Clause No. 54	9 of 347	We understand that no instruments to be supplied by bidder. PG Test instruments shall be brought to site on returnable basis but shall remain testing agency's property. Please confirm.	Instrumentation shall be as per specification.
5	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 1.16	11 of 347	Since supply of sludge pumps is in bidder's scope, please furnish the pump capacity and pumping head.	Min. pump capacity shall be 150-200 m3/hr. It shall be finalised during detailed engineering in the event of order. Min. pump head is mentioned in specification Technical datasheet-A, sl. No. 1.15
7	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 1.28	12 of 347	Bidder's scope shall be strictly as per items specified in the technical documents. No additional system / equipment should be part of bidder's scope. Please confirm.	Please follow specification.
8	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 5.10	13 of 347	MOC for the fills mentioned as PVC as stated under this clause shall be considered as "PVC or PP" in line with the fill specification mentioned under Clause 8.5 / Page 15 of 347. Please confirm.	Please follow specification.
8	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 5.7	13 of 347	Please confirm whether GI handrails are acceptable.	Please follow specification.
9	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 5.15	13 of 347	Based on the water quality, SS-304 fasteners should be acceptable. All miscellaneous steel fittings shall be of MS-HDG.	Please follow specification.
10	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 8.25	16 of 347	Please clarify which shall govern out of the following two: (i) Minimum and Maximum Water Levels specified under SI Nos 8.21 & 8.23 respectively or, (ii) Actual levels based on specified 10 minutes hold-up requirement between Minimum and Maximum Water Levels	Specification to be followed. However, Water levels given in the specification shall be followed meeting the storage capacity.
11	Book 1 of 2 / Technical Specification No. PE-TS-510-165-W001	Technical Data - Part A (Mechanical) - SI No 8.30	16 of 347	Minimum basin inside diameter should not be limited by Purchaser. Bidder should be allowed to design the same to optimise their cooling tower selection complying to design conditions and guarantee parameters.	Please follow specification.

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
12	Boom 1 of 2 / Chapter - 18	18.3.2 (g)	23 of 347	As mentioned elsewhere is the specification, Bidder has to include stop log gates in scope. Hence sluice gate is not applicable. Please confirm.	Follow 18.3.2 (g)
13	Boom 1 of 2 / Chapter - 18	18.4.7 (e)	24 of 347	Please furnish the referred Corrigendum-5.	Type of fill as per Cl. No. 18.4.3.1
14	Boom 1 of 2 / Chapter - 18	18.4.2.7	26 of 347	Fixing arrangement for our supplied spray nozzles are of threaded design as per our tried and proven design standard.	Please follow specification.
15	Boom 1 of 2 / Chapter - 18	18.4.3.5	27 of 347	We understand that there is no need for testing the offered fill for re-validating the thermal characteristics and pressure drop co-relation if the same fill of same height as offered by Bidder has been already tested by an independent reputed laboratory approved by other customers like NTPC Limited.	Please follow specification.
16	Boom 1 of 2 / Chapter - 18	18.4.8	29 of 347	As per our tried and proven design, we will be considering SS-304 screens (1/2" and 10 mm) of 16 SWG on MS-HDG frame. Please confirm.	Please follow specification.
17	Book 1 of 2 / DATA SHEET	2.12	39 of 347	The term "Terrace Level"- needs clarification.	It is Basin wall top level.
18	Book 1 of 2 / DATA SHEET	3.3	39 of 347	Please clarify which shall govern out of the following two: (i) Minimum and Maximum Water Levels specified under SI Nos 8.21 & 8.23 respectively of Technical Data - Part A (Mechanical) and tender drawing (ANNEXURE - B) or, (ii) Actual levels based on specified 10 minutes hold-up requirement between Minimum and Maximum Water Levels	Water levels given in the specification shall be followed meeting the storage capacity.
19	Book 1 of 2 / DATA SHEET	4.2	40 of 347	We understand that fill description / flute size mentioned in this clause is not applicable for this tender since fill type, as mentioned elsewhere in the tender document, has to be modular splash / trickle grid / turbo-splash or splash type fills like V-bar splash / splash grid. Please confirm.	Bidder's understanding regarding flute size is correct. MOC of fill indicated in clause is in order.
20	Book 1 of 2 / STANDARD ELECTRICAL SCOPE BETWEEN BHEL & VENDOR	SI Nos 8 & 9	76 of 347	Please re-confirm that MS rod material for equipment grounding and lightning protection system shall be issued free by BHEL.	Please refer to the scope sheet in the technical specification. Requirement is clearly specified.
22	Book 1 of 2 / ANNEXURE - I	Water Analysis Report	247 of 347	1. Kindly provide the TSS for the circulating water. 2. Please provide make-up water analysis.	Please refer water analysis given in the specification.
23	Book 1 of 2 / ANNEXURE - III	Site Layout	249 of 347	Kindly furnish the complete plant layout. Please also indicate piping battery limit demarcation for HW header and other utility pipes, as required.	Please refer annexure-III in compliance drawing section.
24	Book 2 of 2 / Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 5	5.1	31 of 1099	This stipulation is not acceptable to Bidder. BHEL / Owner should take responsibility for the correctness of the geo-technical investigation report. Nature of soil, type of foundation, soil bearing capacity, sub-soil water, etc. should be considered by Bidder for estimation purpose based on available geo-technical investigation report only. However, any price &/or time implication due to change in the actual soil profile, if encountered by Bidder / Contractor during execution stage, should be borne by BHEL / Owner. Please confirm.	Bidder is requested to follow the specification.
25	Book 2 of 2 / Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 5	5.2	31 of 1099	Suitable foundation system (pile or open) shall be as per the approved Geotechnical investigation report during detailed engineering. Please confirm.	Bidder is requested to follow the specification.
26	Technical Specification No. PE-TS-510-165-W001 / Civil Specification	General	--	We could find reference drawn to "PBR dated 27.06.23" against several clauses, as applicable for this tender. However, this PBR related document is not available as a part of the tender document. Kindly furnish the same..	PBR (Prebid Reply) has been received from our customer Haryana Power Corporation Limited (HPGCL). All Prebid replies received from HPGCL have already been incorporated into the customer's technical specification. Hence, there is no requirement to attach the PBR separately with the tender document.

PRE-BID CLARIFICATIONS

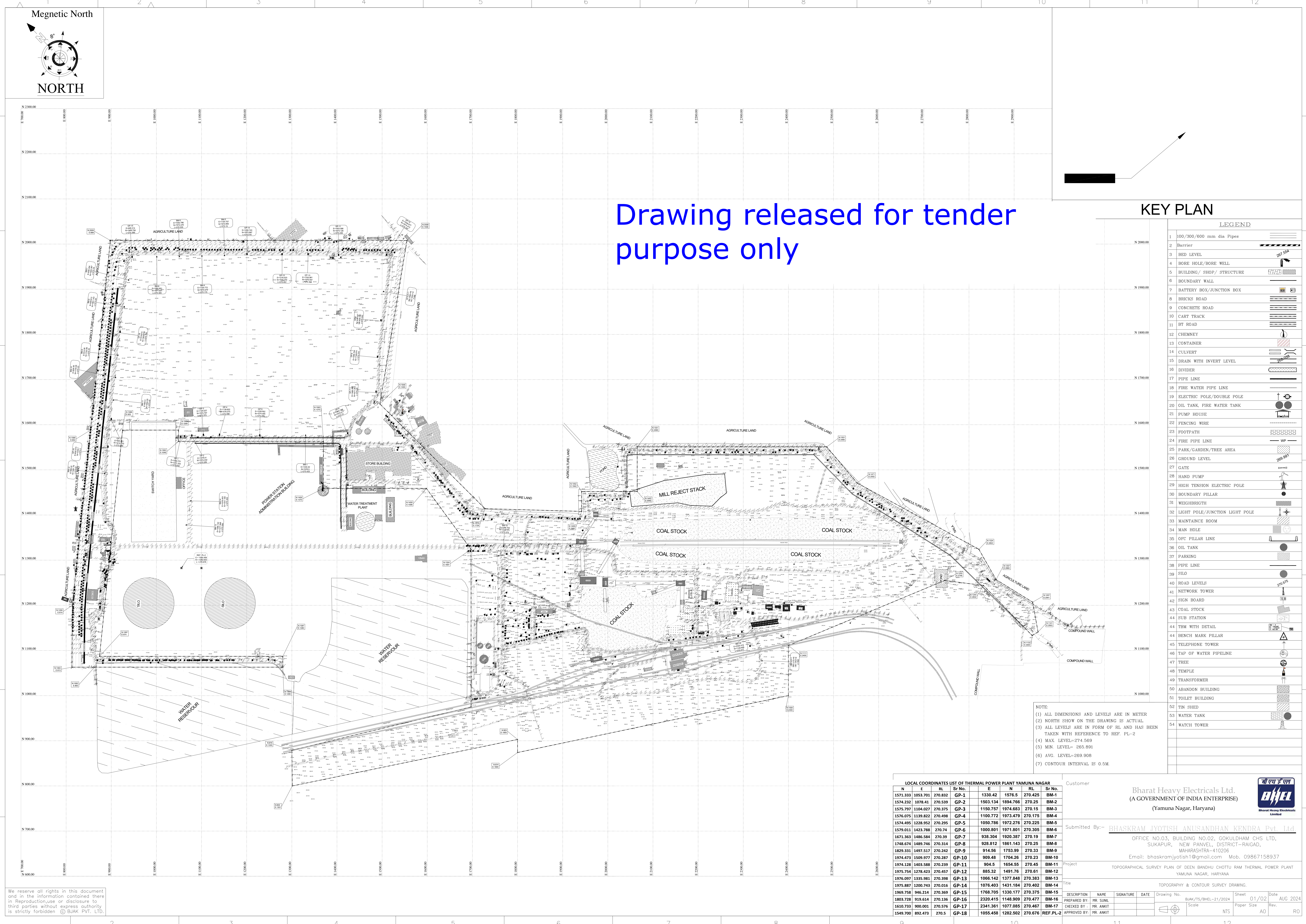
SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
27	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter 11	11.1.1	148 of 1099	Please clarify the source of water for withdrawal and confirm whether boring will be allowed to draw water.	1.Single Point Source for Construction Water within the plant premises(approx 500 Meter) shall be provided at a location as approved by Owner. Construction Water shall be provided on chargeable basis. Construction Water source for outside plant boundary shall be arranged by contractor at his own cost. 2.Contractors shall arrange construction water from single point source including all necessary piping, valves, water meter etc. shall be arranged by the contractor at his own cost.

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
28	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter 11	11.1.10	150 of 1099	Construction power supply has to be arranged by BHEL at one point near the NDCT & at another point near the batching plant area. Please confirm.	1.BHEL may provide electricity at a single point source (approximately 500 meters) for construction works near the NDCT area on a chargeable basis. 2.BHEL may also provide electricity at another single point source (approximately 500 meters) for construction works near the batching plant area on a chargeable basis.
29	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 13	13.9	219 of 1099	As per this clause, "Density of fill to be considered for the design of fill supporting structure shall be 100 kg/m³ minimum". This stipulation is relevant for fill type fill only. Since for the subject project type of fill has been specified as splash type fill, in case of PVC V-bar type fill this clause should not be applicable.	It shall be discussed during detailed engineering in the event of order.
30	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 13	13.11.4	221 of 1099	Providing cage ladder at this level is not possible with Jumpform construction. As per our tried and proven standard for NDCT Bidder shall be providing cage ladder outside the shell above throat level. Similar arrangement has been adopted by us in all our earlier / ongoing BHEL projects. Bidder will be following the same arrangement for this project also.	Bidder is requested to follow the specification.
31	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 13	13.11.4	221 of 1099	<u>We understand that Handrails are required for the following areas only:</u> i. Cooling tower top. ii. Internal Walkways / top of H.W Duct iii. CW Outlet / CWC Please confirm. In this regard please confirm whether GI handrails, which are standard for NDCT, are acceptable However, in case MOC of handrail has to be SS, please clarify the Grade of Stainless steel to be considered. In addition Chapter 18 in Volume III is also not available. Please furnish the same.	Please follow specification.
32	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 13	13.15	222 of 1099	Aviation obstruction lighting system within our scope shall be considered by Bidder as per the basic requirement of the latest ICAO guidelines. Please confirm.	Please refer to the scope sheet in the technical specification. Requirement is clearly specified.
33	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 13	7 (ii) of Data Sheet A A	224 of 1099	Please confirm whether Pile foundation is mandatory for this project or Bidder may adopt open type foundation, in case same is technically feasible based on the detailed geo-technical investigation report / bore log data / foundation recommendations for the proposed NDCT location as furnished by BHEL.	Bidder is requested to follow the specification.
34	Technical Specification No. PE-TS-510-165-W001 / Civil Specification / Chapter - 18	18.3 (k)	273 of 1099	In case of pile foundation, two pile group below every column/foundation may not be required. This shall be provided as per design/analysis. Please confirm	Bidder understanding is correct. Minimum two piles shall be provided in a group below every column/foundation.
35	Technical Specification No. PE-TS-510-165-W001 / Civil Specification	ANNEXURE-A / Specific Technical Requirements for NDCT / Clause Nos 3.01.01 & 3.01.02	401 of 1099	This stipulation is not acceptable to Bidder. BHEL should furnish detailed geo-technical investigation report for the proposed cooling tower location. Without receipt of detailed soil investigation report for the proposed cooling tower location Bidder will not be in a position to proceed with cooling tower civil design & estimation. Moreover, BHEL / Owner should take responsibility about the accuracy of the geo-technical investigation report furnished with the tender document. Any price &/or time implication due to any variation in the data between the soil report furnished with the tender and that found during execution of the work at site should be borne by BHEL / Owner. Please confirm.	Bidder is requested to follow the specification.

PRE-BID CLARIFICATIONS

SI No	Reference			Bidders Query	BHEL Reply
	Section	Chapter / Cl. No	Page No.		
36	Technical Specification No. PE-TS-510-165-W001 / Civil Specification	--	--	We understand that cooling tower site will be handed over to us graded to FGL (RL 270 M) after dismantling & disposal of existing over-ground as well as underground facilities applicable within our scope limit. Please confirm.	This job is on EPC mode. NDCT area shall be handedover to bidder as on where basis. Any over ground /under ground facilities if encountered in this area shall be dismantled by the bidder and to be levelled upto FGL by the bidder. Bidder is requested to visit the site and access the actual site condition by own. however,Drawings of topographical survey (conducted by BHEL) is attached for your reference only.
37	Technical Specification No. PE-TS-510-165-W001	General	--	Please specify if 3D modelling work is included in CT vendor's scope. If included, then 3D Modelling software and the version applicable for this tender is to be specified.	1. Yes. 3D modelling work is in the CT vendor's scope. 2. AVEVA E3D version 3.1.7.



Drawing released for tender purpose only

KEY PLAN

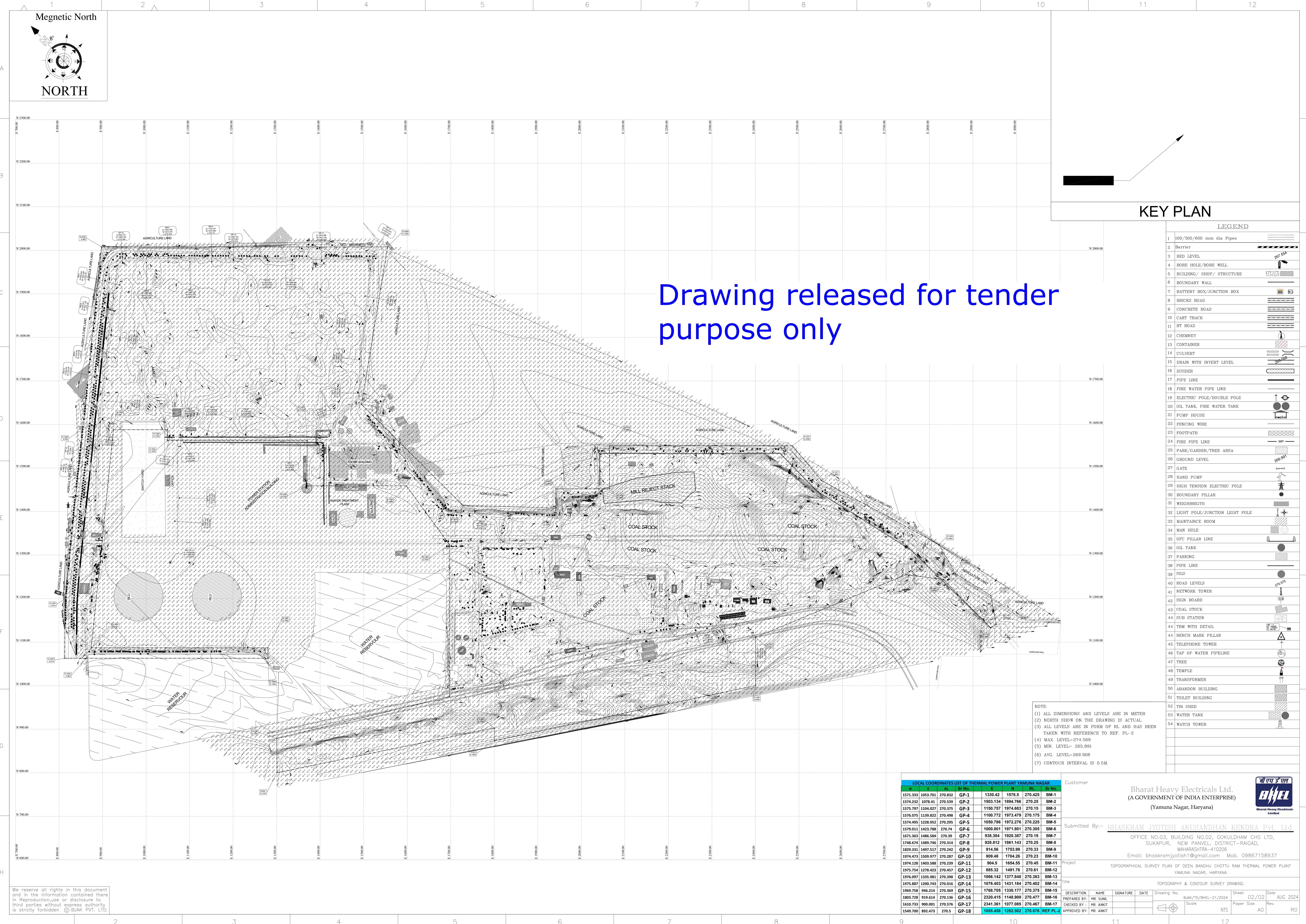
LEGEND	
1	100/300/600 mm dia Pipes
2	Barrier
3	BED LEVEL
4	BORE HOLE/BORE WELL
5	BUILDING/ SHOP/ STRUCTURE
6	BOUNDARY WALL
7	BATTERY BOX/JUNCTION BOX
8	BRICKS ROAD
9	CONCRETE ROAD
10	CART TRACK
11	BT ROAD
12	CHEMNEY
13	CONTAINER
14	CULVERT
15	DRAIN WITH INVERT LEVEL
16	DIVIDER
17	PIPE LINE
18	FIRE WATER PIPE LINE
19	ELECTRIC POLE/DOUBLE POLE
20	OIL TANK, FIRE WATER TANK
21	PUMP HOUSE
22	FENCING WIRE
23	FOOTPATH
24	FIRE PIPE LINE
25	PARK/GARDEN/TREE AREA
26	GROUND LEVEL
27	GATE
28	HAND PUMP
29	HIGH TENSION ELECTRIC POLE
30	BOUNDARY PILLAR
31	WEIGHBRIGTH
32	LIGHT POLE/JUNCTION LIGHT POLE
33	MAINTAINANCE ROOM
34	MAN HOLE
35	OPC PILLAR LINE
36	OIL TANK
37	PARKING
38	PIPE LINE
39	SILLO
40	ROAD LEVELS
41	NETWORK TOWER
42	SIGN BOARD
43	COAL STOCK
44	SUB STATION
44	TBM WITH DETAIL
44	BENCH MARK PILLAR
45	TELEPHONE TOWER
46	TAP OF WATER PIPELINE
47	TREE
48	TEMPLE
49	TRANSFORMER
50	ABANDON BUILDING
51	TOILET BUILDING
52	TIN SHED
53	WATER TANK
54	WATCH TOWER

NOTE:
(1) ALL DIMENSIONS AND LEVELS ARE IN METER
(2) NORTH SHOW ON THE DRAWING IS ACTUAL
(3) ALL LEVELS ARE IN FORM OF RL AND HAS BEEN TAKEN WITH REFERENCE TO REF. PL-2
(4) MAX. LEVEL= 274.569
(5) MIN. LEVEL= 265.891
(6) AVG. LEVEL= 269.908
(7) CONTOUR INTERVAL IS 0.5M.

LOCAL COORDINATES LIST OF THERMAL POWER PLANT YAMUNA NAGAR									
N	E	RL	Sr No.	N	E	RL	Sr No.	N	E
1571.333	1053.701	270.832	GP-1	1330.42	1576.5	270.425	BM-1		
1574.232	1078.41	270.539	GP-2	1503.134	1894.766	270.25	BM-2		
1575.797	1104.027	270.375	GP-3	1150.757	1974.683	270.15	BM-3		
1576.075	1139.822	270.498	GP-4	1100.772	1973.479	270.175	BM-4		
1574.495	1228.952	270.295	GP-5	1050.786	1972.276	270.225	BM-5		
1579.011	1423.788	270.74	GP-6	1000.801	1971.801	270.305	BM-6		
1671.363	1486.584	270.39	GP-7	938.304	1920.387	270.19	BM-7		
1748.674	1489.746	270.314	GP-8	928.812	1861.143	270.25	BM-8		
1829.331	1497.517	270.242	GP-9	914.56	1753.99	270.33	BM-9		
1974.473	1509.977	270.287	GP-10	909.48	1704.26	270.23	BM-10		
1974.128	1403.588	270.239	GP-11	904.5	1654.55	270.45	BM-11		
1975.754	1278.423	270.457	GP-12	885.32	1491.76	270.61	BM-12		
1976.097	1335.981	270.398	GP-13	1066.142	1377.848	270.383	BM-13		
1975.887	1200.743	270.016	GP-14	1076.403	1431.184	270.402	BM-14		
1969.758	946.214	270.369	GP-15	1768.705	1330.177	270.375	BM-15		
1803.728	919.614	270.136	GP-16	2320.415	1148.909	270.477	BM-16		
1610.733	900.001	270.576	GP-17	2341.361	1077.085	270.467	BM-17		
1549.700	892.473	270.5	GP-18	1055.458	1282.502	270.676	REF.PL-2		

Customer	Bharat Heavy Electricals Ltd. (A GOVERNMENT OF INDIA ENTERPRISE) (Yamuna Nagar, Haryana)		
Submitted By:-	BHASKRAM JYOTISH ANUSANDHAN KENDRA PVT. LTD.		
Project	TOPOGRAPHICAL SURVEY PLAN OF DEEN BANDHU CHHUTTA RAM THERMAL POWER PLANT YAMUNA NAGAR, HARYANA		
Title	TOPOGRAPHY & CONTOUR SURVEY DRAWING.		
DESCRIPTION	NAME	SIGNATURE	DATE
PREPARED BY:	MR. SUNIL		01/02
CHECKED BY:	MR. ANKIT		01/02
APPROVED BY:	MR. ANKIT		01/02
Drawing No.	BJAK/TS/BHEL-21/2024		Sheet
Scale	NTS		Paper Size
	AO		Rev.
	AO		Rev.

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KEY PLAN

LEGEND

1	100/300/600 mm dia Pipes	
2	Barrier	
3	BED LEVEL	
4	BORE HOLE/BORE WELL	
5	BUILDING/ SHOP/ STRUCTURE	
6	BOUNDARY WALL	
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Customer

Bharat Heavy Electricals Ltd.
(A GOVERNMENT OF INDIA ENTERPRISE)
(Yamuna Nagar, Haryana)

Submitted By:- BHASKRAM JYOTISH ANUSANDHAN KENDRA Pvt. Ltd

Office NO.03, BUILDING NO.02, GOKULDHAM CHS LTD,
SUKAPUR, NEW PANVEL, DISTRICT-RAIGAD,
MAHARASHTRA-410206
Email: bhaskramjyotish1@gmail.com Mob. 09867158937

Project

TOPOGRAPHICAL SURVEY PLAN OF DEEN BANDHU CHOTTU RAM THERMAL POWER PLANT
YAMUNA NAGAR, HARYANA

Title

TOPOGRAPHY & CONTOUR SURVEY DRAWING.

DESCRIPTION

NAME

SIGNATURE

DATE

Drawing No.

Scale

NTS

Sheet

02/02

Date

AUG 2024

Rev.

AO

RO

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FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY EPC CONTRACTOR
M/s BHARAT HEAVY ELECTRICALS LIMITED (BHEL)
ALONGWITH THE SUB- VENDOR/COLLABORATOR/ASSOCIATE
M/S _____
FOR
NATURAL DRAUGHT COOLING TOWER ALONGWITH ASSOCIATED AUXILIARIES
FOR
1 X 800 MW ULTRA SUPERCRITICAL UNIT AT DEEN BANDHU CHHOTU RAM THERMAL
POWER PLANT
YAMUNA NAGAR, HARYANA, INDIA
(AS PER PROVENNESS CRITERIA LAID DOWN IN NIT PROVISIONS & CORRIGENDA)

This DEED of JOINT UNDERTAKING ('DJU') executed this..... day of
.....
Two Thousand..... by:-

M/s BHEL, a Company registered under thehaving its
Registered Office at(hereinafter called the "EPC Contractor" or
"Contractor", which expression shall include its successors, legal hires, administrators,
executors and permitted assigns)

AND

M/s..... a company incorporated under the having
its registered office at..... (hereinafter called the "Sub- Vendor", which
expression shall include its successors, legal hires, administrators, executors and
permitted assigns)

AND/ OR

M/s..... a company incorporated under the
having its registered office at..... (hereinafter called the
"Collaborator/ Associate", which expression shall include its successors, legal
hires, administrators, executors and permitted assigns)

IN FAVOUR OF

Haryana Power Generation Corporation Limited, incorporated under the Companies Act
1956, having its registered office at Urja Bhawan, Sector – 6, Panchkula, Haryana -
134109, INDIA (hereinafter called "HPGCL" or "Employer" which expression shall
include its successors, legal hires, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply,
transportation to site, installation, erection, testing, commissioning, Trial Operation and
carrying out Performance Guarantee / Demonstration tests for 1x800 MW Ultra
Supercritical Expansion Unit at Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna
Nagar, Haryana, India (hereinafter referred to as "Plant") as specified in its Bidding
Document No. 03/HPGCL/DCRTPP/EPC/800 MW dated 16.01.2023 and Employer has
awarded the work to EPC Contractor vide revised Letter of Intent ('LOI') dated 20.03.2025
and Purchase Order and Work order ('WO') dated 21.03.2025 and Contract Agreements
dated 24.03.2025 resulting into a legal binding contract.

WHEREAS, Clause 4.4.2, Chapter-4.0: Provenness, Volume II of Bidding Document (as
amended vide Corrigendum-10 dated 12.10.2023) regarding Natural Draught Cooling
Tower Package for its 1x800 MW Ultra Supercritical Expansion Unit at Deen Bandhu
Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana stipulates that bidding is
open to a bidder who meets the requirements stipulated in Clause 4.4.2.1 (sub-clause
4.4.2) of Item 4.0 of Provenness and/or in collaboration with a firm who in turn fully meet
the stipulated requirements as per Clause 4.4.2.2 (sub-clause 4.4.2) of Item 4.0 of
Provenness of Bidding Document (as amended vide Corrigendum-10 dated 12.10.2023).

WHEREAS in the case the EPC contractor intends to execute work of Natural Draught

Cooling Tower Package in collaboration with Sub-Vendor/Collaborator / Associate who in turn fully meet the stipulated requirements as per Clause 4.4.2.2(sub-clause 4.4.2) of Item 4.0 of Provenness of Bidding Document (as amended vide Corrigendum-10 dated 12.10.2023), the bidder, Sub-Vendor and/or the Collaborator/Associate are required to jointly execute and furnish an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful design, execution, completion and performance of the Natural Draught Cooling Tower for 1x800 MW Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana, India fully meeting the parameters guaranteed parameters as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

AND WHEREAS M/s.....(Bidder) and/or M/s.....(Sub-Vendor) himself does not meet the requirements of clause no. 4.4.2.1 (sub-clause 4.4.2), of item 4.0 of Provenness of Bidding Document (as amended vide Corrigendum-10 dated 12.10.2023) and hence desires to collaborate/ associate with M/s (hereinafter referred to as Collaborator/ Associate):

Which has independently designed a NDCT of capacity not less than 25000 M³/hr. in RCC Construction and which should have been in successful operation for at least one (1) year prior to the date of issue of letter of award.

WHEREAS M/s..... (Bidder) himself and/or M/s.....(Sub-Vendor) does not meet the requirements of clause no. 4.4.2.1 (sub-clause 4.4.2), item 4.0 of Provenness of Bidding Document (as amended vide Corrigendum-10 dated 12.10.2023) and has Collaborated/ Associated with M/s..... (Name & Address of Collaborator for design agency) vide Deed of Joint Undertaking dated for successful performance of **Natural Draught Cooling Tower** along-with associated auxiliaries to be designed, manufactured, supplied, installed, erected, commissioned and tested under the Natural Draught Cooling Tower for 1x800 MW Ultra Super Critical Expansion Unit at Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana, India.

WHEREAS M/s is submitting its proposal in response to the aforesaid Invitation for Bid to the Employer for Natural Draught Cooling Tower Package for 1x800 MW Deen Bandhu Chhotu Ram Thermal Power Plant, Yamuna Nagar, Haryana, India against the Employer's Bidding Documents.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the EPC Contractor, WE, the aforesaid Sub-Vendor, Collaborator/Associate and the EPC Contractor, do hereby declare and undertake that WE shall be jointly and severally responsible to the Employer for the successful design, installation, execution, commissioning, testing and completion of the **Natural Draught Cooling Tower** along-with associated auxiliaries and perform all the contractual obligations including but not limited to the technical guarantees for the **Natural Draught Cooling Tower** as per the bidding documents.
2. In case of any breach of the Contract committed by the EPC Contractor, WE, the Sub-Vendor and Collaborator/ Associate, do hereby undertake, declare and confirm that WE shall be fully responsible for the successful design, execution, testing, commissioning & completion of the **Natural Draught Cooling Tower** along-with associated auxiliaries and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, WE, the Contractor, Sub-Vendor and Collaborator / Associate jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever, without effecting to the owner.

This is without prejudice to any rights of the Employer under the Contract

Handwritten signature/initials in blue ink.

and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Sub-Vendor /Collaborator/Associate, nor would any extension of time or any relaxation given by the Employer to the Contractor prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Sub-Vendor /Collaborator/Associate.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

- (a) The Contractor, Sub-Vendor, Collaborator/Associate will be fully responsible for design, engineering, execution, erection, testing, commissioning and successful completion of **Natural Draught Cooling Tower** along-with associated auxiliaries as per the satisfaction of the Employer.

Further, the Collaborator/Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Sub-Vendor and Collaborator/Associate to facilitate the successful design, execution, erection, testing, commissioning & completion of the **Natural Draught Cooling Tower** along-with associated auxiliaries as stipulated in the aforesaid Contract.

Further the Collaborator/Associate shall ensure proper design, engineering, execution, erection, testing, commissioning and successful completion of **Natural Draught Cooling Tower** along-with associated auxiliaries in accordance with the specifications and stipulations of the NIT & corrigenda and if necessary, the Collaborator/Associate shall advise the Contractor and Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Contractor fail to demonstrate successful performance of the **Natural Draught Cooling Tower** along-with associated auxiliaries as set forth in paragraph 1 above, Collaborator/Associate, Sub-Vendor and the Contractor shall promptly carry out all the measures at their own expense(s) and shall promptly provide corrected designs to the Employer.
- (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications in the **Natural Draught Cooling Tower** along-with associated auxiliaries shall be carried out as per NIT requirements. Thereafter, the Contractor, Sub-Vendor and the Collaborator/Associate shall demonstrate the successful performance of **Natural Draught Cooling Tower** along-with associated auxiliaries meeting the guaranteed performance parameters as per bidding documents.
- (d) All obligations, whether, financial or performance based, including but not limited to imposition of penalties, payment of compensations for delays/default, deficient performance etc. and meeting guaranteed results/values, shall be the joint and several responsibilities of the Contractor Sub-Vendor and the Collaborator/Associate. HPGCL reserves the right to deduct any such loss/charge/compensation/damages from the payment due/security tendered by the EPC Contractor/ Sub-Vendor Collaborator/Associate.

4. WE, the Contractor, Sub-Vendor and the Collaborator/Associate do hereby undertake and confirm that this Deed of Joint Undertaking (DJU) shall be irrevocable and shall not be revoked till the expiry of 90 days of satisfactory completion of contract or Defect Liability period whichever is later. In case of delay in completion of contract or Defect Liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. WE further agree that this DJU shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security and/or other securities submitted by

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the Contractor to HPGCL and other obligations of the Contractor in terms of the Contract.

5. The Contractor, Sub-Vendor and the Collaborator/Associate will be fully responsible for the quality of **Natural Draught Cooling Tower** along-with associated auxiliaries including the materials incorporated in such works whether fabricated at their works or at their Vendor's works or constructed/fabricated at site, and their repairs or replacement, if necessary, for timely delivery execution thereof to meet the work schedule under the contractual provisions.
6. In case of Award, in addition to the Contract Performance Security and/or other securities submitted by Contractor to HPGCL, the Collaborator/Associate shall furnish "as Security" an on-demand **Performance Bank Guarantee** in favour of the Employer in a form acceptable to Employer as per provisions of the NIT. The value of such Bank Guarantee shall be equal to INR 10,000,000/- (Rupees Ten Million only) and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein and the terms and conditions under the contract. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the satisfactory completion of contract or Defect Liability period whichever is later. In case of delay in completion of the contract or defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Panchkula, Haryana, India shall have exclusive jurisdiction.
8. WE, the EPC contractor, Sub-Vendor and the Collaborator/Associate agree that this Undertaking shall be irrevocable and shall form an integral part of the contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract or Defect Liability period whichever is later.
9. That this Deed shall be operative from the date of execution of this DJU.

IN WITNESS WHEREOF, the EPC Contractor, Sub-Vendor and the Collaborator/Associate, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s
(Sub-Vendor/Collaborator/Associate)

Witness :

1.
(Signatures)

.....
(Signature of the authorised representative)

.....
(Name & Official Address)

Name :

Designation :

Common Seal of the Company

.....

*Witness
Signature*

For M/s.....
(EPC Contractor)

Witness :

1.
(Signatures)

.....
(Signature of the authorized
representative)

.....
(Name & Official Address)

Name :

Designation :

Common Seal of the Company
.....

OWNER.....

IN FAVOUR OF

(Signature of the authorized
representative of owner)

Name:

Designation:

Place:

Abhishek
Wiz

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.1	Establishment:			
3.1.1	For Construction Purpose:			
a	Open space for office	Yes		BHEL shall take the land on lease outside plant boundary for contractor's establishments i.e. office, storage, batching plant, fabrication yards etc. BHEL shall provide limited open space / developed land for contractor's office and storage and construction facilities i.e. Batching Plant, Fabrication Yard etc. as and where made available (within the leased land outside plant premises) on chargeable basis. For details please refer to clause no. 3.10 below.
b	Open space for storage	Yes		
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder.		Yes	
h	Development of land provided for office, storage, fabrication yard, etc.		Yes	
3.1.2	For living purpose of the bidder:			

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Open space for labour colony	Yes	Yes	BHEL is developing labour colony for Yamuna Nagar Project, outside the plant boundary. 01 Nos. Worker's accommodation shed along with kitchen shed having capacity of approx. 120 worker's accommodation (within the labour colony) shall be allocated to bidder on chargeable basis. For details please refer to clause no. 3.10 below. In case requirement of labour shed shall be more than 01 Nos., the Contractor has to make his own arrangements for land (outside the plant), accommodation, shelter and transportation of labours as per requirement.

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements	Yes		For Yamuna Nagar Project Labour colony with internal roads, electrification, water distribution network, sanitation etc. shall be developed by BHEL outside the plant premises on leased land taken by BHEL. 01 Nos. worker's accommodation shed along with Kitchen Shed shall be allocated to contractor on chargeable basis within the labour colony developed by BHEL. Further running and maintenance of worker's accommodation sheds and common facilities inside the labour colony will be in contractor's scope. For details please refer to clause no. 3.10 below.
3.2	Electricity:			
3.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V		Yes	

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Single point source	Yes	Yes	BHEL may provide electricity at single point source for construction works during execution stage on chargeable basis within 03 months from the date of start of work. However, in case of any delay in arrangement of construction power by BHEL, contractor has to arrange construction power at his own cost including DG Sets to meet the power requirement with in the quote price.
b	Further distribution for the work to be done which include supply of materials and execution		Yes	At contractor's own cost.
c	Distribution of Electricity for the office, stores, canteen, of the contractor which include supply of materials and execution		Yes	At contractor's own cost.
d	Supply, installation and connection of energy meter including operation and maintenance		Yes	At contractor's own cost. Calibration certificate to be provided.
e	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
f	Demobilization of all the facilities after completion of works		Yes	At contractor's own cost
3.2.2	Electricity for office, stores, canteen etc. of the bidder			
a	Single point source	Yes	Yes	Same as 3.2.1 (a) above.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost
c	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Single point source	Yes	Yes	Same as 3.2.1 (a) above.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost
c	Payment/Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
3.3	Water Supply:			
3.3.1	For construction purposes:			
a	Making the water available at single point	Yes		Single Point Source for Construction Water within the plant premises shall be provided at a location as approved by Owner. Construction Water shall be provided on chargeable basis. Construction Water source for outside plant boundary shall be arranged by contractor at his own cost.
b	Further distribution as per the requirement of work including supply of materials and execution.		Yes	Contractor shall arrange construction water from single point source including all necessary piping, valves, water meter etc. shall be arranged by the contractor at his own cost.
3.3.2	Water supply for bidder's office, stores, canteen etc.			Contractor has to make his own arrangement at his own cost.
a	Making the water available at single point		Yes	At contractor's own cost
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement at his own cost.
a	Making the water available at single point		Yes	At contractor's own cost
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost
3.4	Lighting			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	At contractor's own cost
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	At contractor's own cost
c	Providing the necessary consumables like bulbs, switches, etc. during the course of project work.		Yes	At contractor's own cost
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	At contractor's own cost
3.5	Communication facilities for site operations of the bidder			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	At contractor's own cost
3.6	Compressed air wherever required for the work		Yes	At contractor's own cost
3.7	Demobilization of all the above facilities		Yes	At contractor's own cost
3.8	Transportation			
a	For site personnel of the bidder		Yes	At contractor's own cost
b	For bidder's equipment and consumables (T&Ps, Consumables etc.)		Yes	At contractor's own cost
3.9	Erection Facilities and Site Construction Management:			

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handed over to BHEL on completion of work.
d	Shipping lists etc. for reference and planning the activities			Not Applicable
e	Preparation of site construction / erection schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL
f	Review of performance and revision of site construction / erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly construction / erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily work plan based on Sl. No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor /bidder himself		Yes	
3.10	Land/Open Space and Labour Colony:			
3.10.1	Land for contractor's establishment: Availability of land is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies.			

	Land for labour colony, laydown area for storage of equipment, fabrication yard, batching plant or any other construction related activities is not available within the plant boundary. Therefore, BHEL is taking the land on lease basis within a distance of 03 Kms (Approx.) from the Plant Boundary. BHEL shall allocate such land (levelled, graded and compacted including necessary filling) to the contractors for construction of their office, storage sheds, laydown area, setting up of Batching Plant and other construction related activities on chargeable basis. For this tender, 1.4 Acres land (1Acre = 4046 SQM) shall be allocated to contractor for the following purposes: 01 Acre for development of contractor's office, storage sheds, fabrication yard, batching plant, storage sheds, laydown area etc. 01 No. worker's shed (being constructed by BHEL within leased land premises) shall be allocated to the contractor. Land required for construction of 01 No. worker's shed is 0.4 Acre (including land used in common facilities of labour colony). Hence, 0.4 Acre land is considered for allocation to contractor with respect to worker's accommodation sheds. Location of Land and worker's sheds to be allocated to contractor within the leased land premises shall be decided by BHEL engineer and same shall be binding on the contractor. Note: In case of additional land requirement, same shall be arranged by contractor at their cost. However, if additional land (within leased land premises) is available with BHEL, same may also be allocated to contractor on chargeable basis as per recovery rates given below. Allocation of additional land shall be at the discretion of BHEL. In case Land is provided by customer within the plant boundary for specific purpose (i.e. space for porta cabins, reinforcement bar cutting – bending, storage etc.) same shall be provided to contractor on free of cost basis.
3.10.1.1	<u>RECOVERY RATES FOR THE LAND ALLOCATED TO CONTRACTOR AND MODE OF RECOVERY FROM CONTRACTOR'S RA BILLS:</u> The Land shall be allotted to the contractor on chargeable basis as per following recovery rates. - Recovery rate for allocation of Leased Land to contractor for development of Fabrication Yard, Batching Plant, Office and Storage Shed, worker's shed etc. shall be Rs. 31,000 per acre per month + applicable GST. Recovery shall be made from contractor's monthly RA Bills on pro-rata basis. - Recovery rate with respect to cost incurred by BHEL for Development of leased land shall be @ Rs. 21,96,000 /- per acre + applicable GST. Total recovery amount for development of leased land allocated to contractor @ recovery rate mentioned above (i.e. Land allocated to contractor * recovery rate) shall be recovered from contractor's monthly RA bills @ '25% of each RA bill amount' up to recovery of complete amount. However, total recoverable amount shall be recovered maximum up to 10th RA Bill.
3.10.1.2	Land shall be allocated to contractor till completion period of this contract and subsequent extensions (if any) and recovery of the land charges shall be done accordingly.

	In case the Land is not required for the complete contract period / extended period (if any), contractor may hand over the such unutilized land to BHEL cleared from all constructions, encumbrances, debris etc. in consultation with BHEL. In such case, further recovery of the Land handed over by the contractor (to the satisfaction of BHEL) shall not be made. However, recovery shall be made from the contractor till the time land is cleared from all constructions and handed over satisfactorily to BHEL.
3.10.1.3	It is the responsibility of the contractor to construct office, sheds, fabrication yard, establish batching plant, micro levelling and grading of the land, roads and drains (internal, approach), make necessary drainage arrangements, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.
3.10.1.4	It is contractor's responsibility to provide watch and ward, security (including fencing/ boundary wall) for their equipment, material, stores etc. kept inside the land allotted for the scope of work under this tender. BHEL shall not be responsible for any theft / loss of contractor's properties from within the allotted land to contractor and no claim shall be entertained in this regard.
3.10.1.5	It will be mandatory for the contractor to hand over the land, cleared from all constructions, encumbrances, debris etc. to BHEL and take a satisfactory handing over certificate from BHEL Engineer. In case of default by contractor and expenses (if any) incurred by BHEL for clearing the land provided to the contractor shall be recovered from the contractor with overheads @ 5%.
3.10.2	Labour Colony / Worker's accommodation sheds: BHEL is developing the labour colony (outside plant boundary, within leased land premises, approx. 03 km from plant boundary) consisting of approx. 20 Nos. worker's accommodation sheds (each shed having capacity to accommodate approx. 120 persons) along with kitchen sheds, common medical center, bore well, service and drinking water arrangements, internal and peripheral roads & drains, internal and external electrification, including water supply network, plumbing, sewage connections, sanitary work, metal beds with mattresses, wiring & fittings, ceiling fans, illumination, painting, finishing work, almirahs / storage racks etc. Common Medical Centre inside Labour colony: BHEL shall construct 01 No. Medical Centre well finished & furnished, of approx. 160 sqm in the labour establishment area for workers. Payments for medical staffs such as doctors, nurse, ambulance services, consumables, emergency medical equipment/first aid instruments/devices & running medicines shall be made by the contractor/s and same shall be shared amongst the availing agencies on pro-rata basis (on the basis of shed allocated to the contractor/s). Out of the total worker's accommodation shed developed by BHEL within labour colony as indicated above, 01 Nos. worker's shed (capacity of approx. 120 persons) shall be allocated to contractor for this tender works on chargeable basis. Contractor shall intimate mobilization plan for Workers and BHEL shall allocate worker's accommodation shed accordingly. Contractor shall make his own arrangements and shall be liable for the following with respect to worker's accommodations: i.) To provide necessary furniture (for dining area), cooking gas, utensils, fire extinguishers etc.

	ii.) Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies. iii.) Electricity consumption charges for the allocated worker's sheds shall be recovered from contractor's RA Bills as per prevailing DISCOM rates (along with fixed charges). Necessary metering arrangements shall have to be ensured by contractors. iv.) Electricity consumption charges for the common area in labour colony shall be borne by BHEL. v.) Maintenance, regular housekeeping and other arrangements to keep the allocated worker's accommodation sheds in neat and clean condition. vi.) Common expenses related to monthly maintenance, repair of common areas, security guards, electricity, water, cleanliness, etc. shall be shared among all agencies availing the facilities in the labour/ workers colony on a pro-rata basis (on the basis of shed allocated to the contractor/s). vii.) BHEL shall regularly inspect the conditions of labour colony and medical facilities arranged by contractor/s for the medical center and discrepancies if any informed by BHEL shall be rectified by contractor promptly. In case of non-compliance BHEL may get the rectification done through other means and recover the actual cost incurred along with 5% overheads from contractor's RA Bills. viii.) Contractor/s shall work in good faith so as to provide good medical facilities for workers engaged by them. However, BHEL shall not be a party for resolution of any kind of disputes amongst the contractors or between workers and contractors.
3.10.2.1	<u>RECOVERY RATES FOR WORKER'S SHEDS ALLOCATED TO CONTRACTOR AND MODE OF RECOVERY FROM CONTRACTOR'S RA BILLS:</u> The worker's accommodation shed/s shall be allocated to the contractor on chargeable basis as per following recovery rates: Recovery rate towards allocation of worker's shed/s to contractor within the labour colony shall be Rs. 97,74,000/- for each shed + applicable GST. Total recovery amount for allocated worker's sheds @ recovery rate mentioned above (i.e. worker's sheds allocated to contractor * recovery rate) shall be recovered from contractor's monthly RA bills @ '25% of each RA bill amount' up to recovery of complete amount. However, total recoverable amount shall be recovered maximum up to 10th RA Bill. Note: 1. On completion of recovery of complete amount, ownership of worker's shed/s shall be transferred to contractor once the complete amount is recovered. 2. Running and Maintenance charges shall be borne by the contractors to whom the shed is allocated. 3. The contractor shall ensure dismantling / disposal of labour shed (along with sub-structure i.e. floor, foundations etc.) within reasonable time of completion of work or as directed by BHEL Engineer in Charge and no extra payment shall be made in this regard. 4. Dismantling / disposal of common facilities in labour colony (i.e. roads, drains, RO Systems, Bore well, external illuminations etc.) and common medical center shall be in the scope of respective contractor availing the facilities and same shall be decided by BHEL Site Engineer.

3.10.2.2	In the event of delay in providing the worker's accommodation sheds by BHEL / BHEL is unable to provide the worker's accommodation sheds / additional requirement, the contractor will be responsible for arranging suitable labour accommodation in compliance with statutory norms, stipulated guidelines and drawings. Any additional facilities required for the scope of work must be arranged by the contractor at their own cost.
3.10.2.3	Contractor shall ensure maintenance of workmen/labour colony in line with BHEL' standard Guidelines (As per Annexure A- Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites).
3.11	Contractor shall maintain one centralized store cum bar bending yard at his own cost. Hard surfacing of this yard and all-around drains shall be carried out by the contractor at his own cost within the quoted rate. The construction of cement storage sheds for unloading of cement bags, stacking properly in the storage sheds shall be carried out by the contractor at his own cost within the quoted rate.
3.12	Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations. Following are the minimum amenities to be provided by the contractor within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work: - Labour rest sheds near work spot. - Canteen facility creation. - Drinking water facility. - Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. Exclusive arrangement of Bio toilets to be made at site for ladies. - Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements. - Recreational facilities, etc.
3.13	Construction Power:
3.13.1	BHEL is in the process of obtaining the construction power connections through State Electricity Distribution Board (UHBVN / HVPN) for inside / outside the plant premises. The process may take time of approx. 03 months from the date of award of contract period for this tender. Construction power whenever made available, shall be provided to the contractor on chargeable basis at one single point (inside and outside plant premises). However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. If, BHEL provides electricity at more than one point, it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor. Till such arrangement is made available by BHEL, the contractor should make his own arrangement for alternative source of power supply through power connection / deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable on account of the same.

	In case, BHEL is not able to provide construction power after initial period of three (03) months from the commencement of this contract due to any reason whatsoever, contractor shall continue to make his own arrangement for the same without any cost and time implication to BHEL.
3.13.2	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.13.3	Contractor shall deploy and install required cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
3.13.4	Distribution of supply shall be done by the contractor using underground cables. The contractor shall be responsible to provide complete LT distribution with Fuseless system including the supply of all materials like cables, necessary isolators/LCB, Switch boards, industrial receptacles/sockets, pipes, etc. observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements. All cables being used for construction power shall be armoured only. Buried cable shall be suitably identified by the route markers.
3.13.5	It shall be the responsibility of Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply with the appropriate statutory requirements in all respects. The installation and maintenance of this shall be done by licensed and experienced electrician.
3.13.6	The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for 'construction, office maintenance etc.'
3.13.7	Contractor himself shall be responsible for any loss or damage to their equipment as a result of variations in voltage or frequency or interruptions in power supply.
3.13.8	The contractor will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
3.13.9	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity.

3.13.10	The Construction Power consumed by the contactor shall be charged based on prevalent rate of DISCOM (UHBVN / HVPN). Recovery of Construction Power shall be made from the monthly RA bills of the contractor.
3.13.11	The contractor has to provide necessary meter for measuring the power consumption. In case of any dispute, BHEL engineer's decision shall be final and binding on contractor. The meter used by the contractors shall be duly calibrated.
3.13.12	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer/ State Electricity Distribution Board will be recovered from contractor's bills.
3.13.13	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost within quoted price.
3.14	Construction water:
3.14.1	Within the Plant Premises: Construction Water (Raw water) required for construction works within the plant premises shall be provided by BHEL / Owner at single point source on chargeable basis. Tentative location of construction water (single point source) is near the plant boundary of existing HPGCL plant (approx. distance 500 m from the work area). Gate valve and metering arrangement is required to be installed by the contractor for their own use. Further distribution of water from single point source including required pumps & accessories, pipes, water meter for drawing water from underground storage tank / single point source to construction area shall be arranged by the contractor at their own cost to ensure supply of water without interruptions. No extra payment shall be made under this account. Note: Construction Water shall be provided at the same rate as charged by customer from BHEL.
3.14.2	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
3.14.3	Contractor to satisfy himself that the water drawn/ arranged by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
3.14.4	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
3.14.5	CONTRACTOR'S OBLIGATION ON COMPLETION On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer

	will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.
3.15	RECORDS TO BE MAINTAINED AT SITE
3.15.1	Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also, reconciliation statement to be prepared at regular intervals.
3.15.2	The below mentioned Records/ Log-books/ Registers applicable to be maintained. a. Hindrance Register b. Site Order Book. c. Test Check of measurements. d. Steel and Cement Supply and Consumption Daily Register e. Records of Test reports of Field tests. f. Records of manufacture's test certificates. g. Records of disposal of soil/ rock generated during and after the work completion. h. Records of disposal of scraps generated during and after the work completion. i. List of T&Ps and MMEs.

PRE-BID CLARIFICATIONS

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
1.	Clause No. 5.2 Geo – Technical Investigation Chapter – 5 _ Volume VI Clause 5.5 Soil Report	5.2 As per the attached geotechnical report, it is advised to provide Pile foundation for boiler foundation, chimney foundation, cooling tower, main plant building structures 	Pile foundation is mentioned in Clause 5.2. However, Clause 5.5 in the Soil Report recommends Open Foundation for NDCT. We are of the opinion that it must be left to the bidders to study the soil report and decide on the type of foundation to be adopted. Please confirm.	As per Technical Specification PE-TS-510-165-W001, Rev. 01, Book 2 of 2, Chapter 05 – Geotechnical Investigation, Clause 5.2 and Clause 13.3, the NDCT shell support structure shall be on pile foundation. For other minor structures, the vendor shall decide the suitable foundation system in accordance with the geotechnical report.

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
2.	Clause No. 5.6 & 5.7 Technical Data – Part – A – Mechanical	5.6 Access Ladder - Hot dip galvanized mild steel rung ladders with etch primer and bituminous painting. 5.7 Hand rails – Stainless Steel	Clause 5.6 requires access ladders to be in HDG steel and Clause 5.7 requires handrails to be in SS. It is not clear whether the handrailing inside the NDCT alone needs to be in SS or all handrails in general, including those on intermediate platforms on the shell along the cage ladders, need to be in SS. In case handrails on intermediate platforms on the shell are also required to be in SS, then why are the access ladders in HDG steel? Either the handrails outside the NDCT and the access ladders are both in HDG steel or all handrailing (whether outside or inside the NDCT) and access ladders are in SS. Please clarify what the combination is.	Bidder to follow the specification.
3.	Pre – Qualifying Requirements - Technical	4.4.2.1 Bidder should have designed, constructed and commissioned at least one (1) number Natural Draught Cooling Tower (NDCT) in RCC Construction with cooling water flow not less than 25,000 m3/hr which should have been in successful operation for at least one (1) year as on 20/03/2025.	<u>PQ Criteria:</u> There is significant confusion regarding various clauses that describe the collaborator and his responsibilities. Firstly, please clarify as to how many agencies the bidder can enter into a collaboration for qualification, i.e. is there a limit on the number of parties with which the	Bidder to follow the technical PQR requirements. The DJU format for cl. No. 4.4.2.1 & 4.4.2.2 is enclosed in corrigendum. The format for DJU against clause no. 4.4.2.3 shall be shared before placement of order.

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		4.4.2.2 In case the reference NDCT has been designed by a party other than the bidder, the bidder shall collaborate with a design agency, which has independently designed a NDCT of capacity not less than 25,000m³/hr in RCC construction and which should have been in successful operation for at least one (1) year as on 20/03/2025. For Clause 4.4.2.2, the Bidder shall be required to furnish a Deed of Joint Undertaking (DJU) jointly executed by the Bidder and the Collaborator/ Associate and each executant of DJU shall be jointly and severally liable to the Owner for successful performance of the relevant system, as per the format to be provided at the time of placement of order. The Deed of Joint Undertaking (DJU) should be submitted at the time of placement of order on approved vendor. In such a case, the Collaborator/Associate shall be required to furnish an on-demand bank guarantee of INR 10 Million (Rupees Ten Million) for the Collaborator/ Associate of Natural Draught Cooling Tower.	bidder can enter into a collaboration for qualification. Secondly, please clarify whether a design consultant, i.e. a consultant to whom the bidder sublets design and engineering services is considered a Collaborator in this project. In the above context, please also clarify the following: a. Clause 4.4.2.2 permits the bidder to collaborate with a design agency if the bidder has executed the required NDCT works. Clause 4.4.2.3 permits the bidder to collaborate with a fully qualified agency as per Clauses 4.4.2.1 & 4.4.2.2 if the bidder has executed projects involving tall structures of minimum 100 m height. It can be expressly understood from the above two clauses that collaborating with a DESIGN CONSULTANT is not the same as collaborating with a fully qualified CONTRACTOR. Whereas a contractor can jointly and severally be liable with the bidder, a design consultant cannot because of the nature of his work, where there are no works but only services. In this context,	

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		4.4.2.3 Bidder who does not meet the requirements under clauses 4.4.2.1 & 4.4.2.2, can also participate in collaboration/association with a firm who fully meets the requirements at clauses 4.4.2.1 & 4.4.2.2, provided the Bidder has executed projects involving RCC works of tall structures of minimum height of 100m using slip/jump form shuttering. In such a case, the Bidder shall be required to furnish a Deed of Joint Undertaking executed by the Bidder and its Collaborator/Associate for the successful performance of Cooling Tower, as per the format to be provided at the time of placement of order. The Deed of Joint Undertaking (DJU) shall be submitted before placement of order. In case of award, Bidder and Collaborator/Associate shall each be required to furnish an on-demand bank guarantee for INR 65 million (Sixty-Five Million only) in addition to the contract performance security to be furnished by the bidder.....	please refer to various NDCT tenders that BHEL had notified in the past until now, where the Design Consultant was always required to provide the bidder with a Letter of Support. The letter of support covered guarantees for services to be rendered to rectify any engineering defects and/or performance related problems. No works like repair to the civil structure, replacement of thermo-hydraulic components, etc were part of the letter of support as the consultant's services are limited to design and engineering services. Hence, it is clear that the Design Consultant cannot jointly and severally be liable with the bidder as the bidder's scope of work includes large value civil works and supply of large value goods but the consultant's scope is of very small value. The PQ criteria states that the DJU format will be shared with the collaborator at the time of award of work. It is clear that the DJU is required to be studied for its contents at this stage to see what is the intent therein so that no complications arise at the time of award.	

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
			Further, a bidder does not collaborate with a design agency but simply sublets design services or hires the consultant for design services. Whereas a bidder collaborates, i.e. works jointly with another contractor to complete the project on hand. Hence, a DJU applies to a contractor to contractor collaboration and not to a case where the bidder hires a design consultant. We are sure that BHEL will consider the above reasoning and reinterpret the difference between a design consultant and a contractor. b. Clause 47, Page 8 of 347, Book 1 of 2 This clause requires that the thermal calculations are vetted by the collaborator. Reading this clause in conjunction with the PQ criteria makes it clear that the DJU is not applicable to the design consultant. Had the DJU been applicable to the consultant, the need for vetting by the consultant would not have arisen. Please confirm. c. A BG for Rs. 10 million cannot be provided by a design consultant because of	

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
			the reasons explained above. In light of the above contradictions, please clarify/confirm that the DJU and BG are not applicable to a design consultant but applies only to contractors with works in scope.	
4.	Clause No. 77 Chapter – 2 Scope of Civil & Structural works Volume VI	77. Clearing and removing the buried items if any in the whole proposed plant area and the same is to be deposited to the Client. Any infrastructure buried underground shall be demented/relocated by bidder without any additional cost.	Kindly confirm that dismantling or relocation of any underground infrastructure as well as over-ground facilities, if any, within our scope limit is in BHEL's scope. Cooling Tower site shall be handed over to bidder graded to FGL (For NDCT area FGL is R.L. (+) 270.0 M above mean sea level).	This job is on EPC mode. NDCT area shall be handed over to bidder as on where basis. Any over ground /underground facilities if encountered in this area shall be dismantled by the bidder and to be levelled up to FGL by the bidder. Bidder is requested to visit the site and access the actual site condition by own. however, Drawings of topographical survey (conducted by BHEL) is attached for your reference only.

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
5.	Land for Labour Colony Annexure VII to NIT	3.8.1 BHEL shall provide such Land (including necessary filling, levelling, grading and compaction) to the contractors for construction of their office, storage sheds, laydown area, labour colony, setting up of Batching Plant and other construction related activities. The Land shall be allotted to the contractor on chargeable basis @ Rs. 73,000 per acre per month (1Acre = 4046 SQM). Recovery shall be made from monthly RA Bill of contractor for the actual land allotted as per recovery rates mentioned above on prorata basis. 3.9.2 All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. The contractor shall provide adequate water arrangement for drinking/ washing/ bathing with required toilets, drainage system, and electrification etc. in labour colony at his own cost.	Please confirm if land for labour colony can be arranged by Bidder itself. BHEL's drawing and specifications for labour hutment shall not be applicable. No payment shall be held from bidder's RA bills in this regard. OR BHEL shall provide land for labour colony on free of cost basis including supply of electricity, drinking water etc.	Refer Corrigendum-03

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
6.	Clause No. 3.11.11 Annexure VII to NIT	3.11.2. Construction power whenever made available by BHEL, the same shall be provided to the contractor on chargeable basis* at one single point (inside and outside plant premises). However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. 3.11.11. The Construction Power consumed by the contractor shall be charged based on prevalent rate of DISCOM (UHBVN / HVPN). Recovery of Construction Power shall be made from the monthly RA bills of the contractor.	We request BHEL to provide uninterrupted supply of construction power within 50m at one point near NDCT's, 50m at one point near fabrication yard, 50m at one point near batching plant. Connections should be provided with handing over of work front to contractor. Please specify the fixed electricity charges if on chargeable basis.	Refer Corrigendum-03

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
7.	Clause No. 3.12.1 Annexure II to NIT	3.12. Construction Water: Within the Plant Premises: Construction Water (Raw water) required for site requirements within the plant premises shall be provided by BHEL / Owner at single point source on chargeable basis. Tentative location of construction water (single point source) is along the plant boundary of existing HPGCL plant. The construction water is from open stream at which a gate valve and metering arrangement is required to be installed by the contractor. For arrangement of Construction water within the plant premises, contractor's scope shall include construction of approx. 1 Lakh Litre capacity underground water storage tank. Payment for water storage tank shall be made as per Item Rates in BOQ cum Rate Schedule. Contractor's scope shall also include the supply, installation and commissioning of gate valve, G.I. pipes, pumps, water meter etc. for connection of the open water channel with water storage tank. Contractor shall	We request BHEL to provide uninterrupted supply of Water for construction within 50m of NDCT's Site, Fabrication yard, Batching Plant on free of cost basis. Construction of underground water storage tank of approx. 1 Lakh Litre capacity and supply, installation & commissioning of gate valve, G.I. pipes, pumps, water meter etc. for connection of the open water channel with water storage tank shall be in BHEL's scope.	Refer Corrigendum-03 and revised annexure-VII rev01

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		complete the construction of this storage tank within 02 months from the date of start of work. Typical Drawing of Water Storage Tank is enclosed with the Tender, however final drawing for the water storage tank shall be prepared by contractor in consultation with BHEL. Water storage tank shall be constructed at the location decided by BHEL-Site and as per approved drawings. Further distribution of water from storage tank including required pumps & accessories, pipes, water meter for drawing water shall be arranged by the contractor at their own cost to ensure supply of water without interruptions. No extra payment shall be made under this account. Note: Construction Water shall be provided at the same rate as charged by customer from BHEL.		

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
8.	Clause No. 12.4 GCC – BOP Rev.00	12.4 Decision of Purchaser with regard to Seller/ Contractor's liability and the amount involved, if any, payable by Seller/ Contractor under the guarantee shall be final, conclusive and binding. However, vendor's maximum liability will be limited to the total contract value including taxes, duties and freight except under the condition of Risk purchase including taxes, duties and freight. 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.	Please delete the last phrase (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). In no event shall any Party be liable for indirect damages, as well as consequential, special, incidental, punitive and/or lost profits.	Please follow the NIT

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
9.			There is no right to suspend if there is any delay in the payments. The Seller shall be entitled to suspend performance of this Contract and stop the Works if the Customer is more than one (1) month in arrears in the payment of an amount due to the Seller or fails to perform any of its obligations under this Contract. If a performance is suspended for any reason, regardless of the invoicing conditions, the seller reserves the right to invoice for the work completed and to receive payment within 30 days of the invoice date.	Please follow the NIT

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
10.	Clause No. 28 NIT Clause no. 9.5 GCC - BOP (Rev No. 00)	28.Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 30 days after submission of complete documents as per clause no 9.6.2 – 9.6.5 of GCC BOP Rev00 along with its Corrigendum-01. 9.5Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 60 days after submission of complete documents as per clause no 9.6.2 9.6.5 below or as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).	Please confirm release of payment within 30 days after submission of billing documents.	Bidders understanding is correct

11.	Clause No. 36 NIT & Clause No. 11 GCC BOP Rev.00	36. Performance Security: I. Initially 10% of the contract value (total Ex-works price excluding PVC). 5% of the contract value (total Ex-works price excluding PVC) will be released after completion of E&C based on certification by Project Group/Purchaser. However, 5% of the contract value (total Ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser..... 11. Contractual Performance Bank Guarantee (CPBG): 11.1 Vendor shall submit Separate bank guarantee (Engineering Charges, Main supply, services, mandatory spares etc.) for Orders / POs values (value excluding taxes, duties and freight) (as per Annexure-III) for 5% (or specified in NIT / order / PO) of Order value (excluding taxes, duties & freight) within 30 days from the date of purchase order to cover the due performance of Order / Contract and to fulfill the guarantee conditions stipulated in the Order / Contract.	Please clarify if both performance security BG (10% of contract value) and CPBG (5% of Order value) have to be submitted or only performance security BG (10% of contract value) has to be submitted by the bidder.	Only S. No-36 of NIT shall prevail and applicable.
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
12.	Clause No. 28 NIT	5% payment against mobilization and installation for s no. A.8, A.9 A.10, A.14, E, F & G items of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan). Payment against mobilisation & installation shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.	BHEL shall release 5% payment of civil works against site mobilization and T&P deployment shall not be linked with advance payment. BG shall not be applicable for payment against mobilization.	Please follow the NIT

	Clause No. 28 NIT 13. Clause No. 46 GCC BOP Rev.00	28.0 a) 5% payment against mobilization and installation for s no. A.8, A.9 A.10, A.14, E, F & G items of T&P deployment list (Annexure-II) + Labour colony duly certified by BHEL. (further breakup during BBU approval as per joint agreed progress work plan). Payment against mobilisation & installation shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply. 46.0 ADVANCE: i. ADVANCE: Normally no advance is payable to the contractor. However, advance payment in exceptional circumstances shall be interest bearing and secured though a Bank Guarantee and shall be payable in not less than two instalments with any of the instalment not exceeding 60% of the total eligible advance. ii. 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	We request BHEL to provide interest-free advance payment up to 10% of contract value, secured through Bank Guarantee valid till completion of main supply to support mobilization and execution.	Please follow the NIT
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		implementation.....		

	Clause No. 28 NIT 14. Clause No. 9.2.1 GCC BOP Rev.00	28.0 ii) Ten percent (10%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/package to Customer/BHEL, as applicable. 9.2. SUPPLY PAYMENT 9.2.1.10 % of basic price of materials supplied shall be released against (2.5% against each activity) the completion of: (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. Asbuilt drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point. 9.3. ERECTION & COMMISSIONING PAYMENT 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released against (2.5% against each activity). (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual	Please note that PG Test depends on test conditions and plant load etc. that is beyond the Cooling Tower's contractor control. In case PG test/ demonstration test of the system/ package, as applicable cannot be completed within one year after completion of commissioning of Cooling Tower, for reasons not attributable to the contractor, payment for PG Test/ demonstration test of the system/ package, as applicable shall be released by BHEL against existing performance security submitted as per NIT.	Please follow the NIT
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		etc. as applicable and (d) Liquidation of Punch Point and handing over.		

15.	Clause No. 28 NIT Clause No. 9.2.1 GCC BOP Rev.00	28.0 ii) Ten percent (10%) of contract value of civil works along with taxes (as applicable) shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/package to Customer/BHEL, as applicable. 9.2. SUPPLY PAYMENT 9.2.1.10 % of basic price of materials supplied shall be released against (2.5% against each activity) the completion of: (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. Asbuilt drawings, O&M manual etc. as applicable and (d) Liquidation of Punch Point. 9.3. ERECTION & COMMISSIONING PAYMENT 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released against (2.5% against each activity). (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual	We request BHEL to not hold Ten percent (10%) of contract value of civil works, supply and erection & commissioning along with taxes against submission Equivalent Bank Guarantee before 1st RA bill.	Please follow the NIT
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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
		etc. as applicable and (d) Liquidation of Punch Point and handing over.		
16.	Clause No. 3.12.5. Annexure VII to NIT	3.12.5. Contractor's Obligation on Completion: On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.	Dismantling of temporary buildings, structures, pipe lines, cables etc. after completion of work shall be in BHEL's scope. Bidder will provide its site area clean from debris during handing over.	Please refer revised annexure-VII rev01

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
17.	Clause No. 44.0 GCC BOP Rev.00	44.0 OVER RUN CHARGES (Only for E&C contract): - This shall be applicable only for Erection and commissioning (E&C) contract: i. In case the E & C scheduled completion time gets extended beyond the period as stated in E&C LOI/ LOA due to reasons not attributable to the contractor, the contractor shall be considered for payment of over run charges @1% of E&C contract value (excluding taxes) limiting up to Rs 1,00,000 per month or as defined in SCC subject to total ORC limited to 10% of E&C contract value (excluding taxes) . on fulfilment of following conditions:-.....	Over run charges shall be applicable on the overall contract including civil, mandatory spares and supply packages. Total Over Run Compensation shall be limited to 20% of the cumulatively executed contract value till the Month.	Please follow the NIT
18.	Special Conditions of Contract – Annexure III to NIT		Page No. 1 to 17 and 29 to 34 are not available of the document. Please provide the missing pages.	These Pages are not relevant to NIT

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
19.	Clause no. 56.5 General Technical Requirement Technical Specifications for NDCT – Book 1 of 2	50 BID EVALUATION CRITERIA 56.5 No benefit will be given to Bidder, in case of reduction in actual quantity of Cement and reinforcement steel with respect to the quantities considered in bid evaluation.	Benefit should be given to Bidder, in case of reduction in actual quantity of Cement & reinforcement steel with respect to the respective quantities considered in bid evaluation.	For globalization of free issue materials kindly refer cl. No. 29 of NIT.
20.	Clause no. 16.2.1 (a) Corrigendum – 1 to GCC BOP Rev. No. 00	a) LD on mandatory spares-Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the mandatory spares is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent of the total contract price (mandatory spares) per week or part thereof, limited of ten (10) percent of the total contract price (mandatory spares) excluding GST.	Please revise clause a) LD on mandatory spares-Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the mandatory spares is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent of the total contract price (mandatory spares) per week or part thereof, limited of five (5) percent of the total contract price (mandatory spares) excluding GST.	Please follow the NIT
21.	Clause no. 16.2.1 (b1) Corrigendum – 1 to GCC BOP	(b1) LD on Supply- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages if	Please revise clause: (b1) LD on Supply- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated	Please follow the NIT

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
	Rev. No. 00	dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half($\frac{1}{2}$) percent of the total contract price (main supply) per week or part thereof, limited of ten (10) percent of the total contract price (main supply) excluding GST.	damages if dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half($\frac{1}{2}$) percent of the total contract price (main supply) per week or part thereof, limited of five (5) percent of the total contract price (main supply) excluding GST.	

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
22.	Clause no. 16.2.1 (b2) Corrigendum – 1 to GCC BOP Rev. No. 00	(b2) LD on E&C- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent of the total contract price (supply+ E&C) per week or part thereof, limited to ten (10) percent of the total contract price (supply +E&C) excluding GST. However, total LD for delay in supply and E&C shall be limited to 10% of total contract price (supply + E&C) excluding GST.	Please revise clause: (b2) LD on E&C- Purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent of the total contract price (supply+ E&C) per week or part thereof, limited to five (5) percent of the total contract price (supply +E&C) excluding GST. However, total LD for delay in supply and E&C shall be limited to 5% of total contract price (supply + E&C) excluding GST	Please follow the NIT
23.	Clause no. 16.2.1 (c) Corrigendum – 1 to GCC BOP Rev. No. 00	(c) LD on service portion (PG test, O&M, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent of the total service portion contract value per week or part thereof limited to ten (10) percent of the total contract value of service portion excluding GST.	Please revise clause: (c) LD on service portion (PG test, O&M, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent of the total service portion contract value per week or part thereof limited to five (5) percent of the total contract value of service portion excluding GST.	Please follow the NIT

Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
24.	Clause no. 10.0 GCC BOP Rev No. 00	RECOVERY OF OUTSTANDING AMOUNT ii. Dues payable to Seller against other contracts including SDs, BGs in the same Region/Unit/Division of BHEL. iii. Dues payable to Seller against other contracts including SDs, BGs in the different Region/Unit/Division of BHEL.	Please delete these clauses. This contract has to be treated independent of other contracts.	Please follow the NIT
25.	Clause no. 32.3 GCC BOP Rev No. 00	Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).	Please add the following wording to the clause: "unless the dispute is related to non-payment by the Purchaser to the Seller in which case the Seller, at its discretion, shall be entitled to suspend performance of the order/contract"	Please follow the NIT
26.	Clause no. 5.2 GCC BOP Rev No. 00	STATUTORY VARIATION No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.	The revision in minimum wages and price impact due to minimum wages should be compensated.	Please follow the NIT
27.	PRICE ADJUSTMENT-PVC payment terms & conditions	The total amount of PVC payable shall not exceed 10% of the BASIC contract value for respective order.	We request you to increase the limit of PVC to 25%.	Please follow the NIT