

CORRIGENDUM -1 DATED 12-05-2023 TO TENDER SPECIFICATION BHEL PSSR SCT 2079

Some of the bidders sought clarifications in regard to TENDER SPECIFICATION BHEL PSSR SCT 2079 -Balance civil, structural & electrical works of RCC Chimney at 2 x 660 MW, Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of NCTPS, Tamil Nadu
BHEL's clarifications are furnished below for information.

Sl. No.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's Reply
1.	Clause No. 19 NOTICE INVITING TENDER	BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction 2021 as available on www.bhel.com on "supplier registration page") for this tender. RA shall be conducted among the techno-commercially qualified bidders..	Reverse Auction (RA) should not be applicable	RA shall be applicable as per extant guidelines.
2.	Clause No. 1.10 GCC	Security Deposit; Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. --	It should be Maximum 3% as per announcement of finance minister on 12/11/2020 Security BG will have initial validity of 1 year and same will be extended before expiry	Tender Conditions prevails
3.	Clause No. 2.8.3 GCC	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970-----	Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.	Tender Conditions prevails
4.	Clause No. 2.21 GCC	2.21 ARBITRATION & CONCILIATION 2.21.1 ARBITRATION: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the	The number of arbitrators shall be three. Each party shall appoint their Arbitrator and the two appointed Arbitrators shall thereafter appoint the Presiding arbitrator. The work being construction related, it is agreed to appoint construction domain experienced Arbitrator to enable better understanding of the issues and early disposal of the issues. The place of arbitration shall be New Delhi, India and Indian law shall apply.	Tender Conditions prevails

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		particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.....		
5.	Clause No. 2.7.2.1 General Condition of Contract	Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work (*) as per rates of new contract B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).	Please delete. Same rate will apply. That is given to BIL	Tender Conditions prevails
6.	GCC Clause no. 2.2 GCC	2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION : Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	We request to make Court at Delhi	Tender Conditions prevails
7.	Clause No. 2.12.3.8 of GCC	In case Force Majeure is invoked: i). No ORC shall be applicable during the period of Force Majeure.	ORC compensation to be paid for Force Majeure	Tender Conditions prevails
8.	Clause No. 2.20 GENERAL CONDITIONS OF CONTRACT	"Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially	Rates quoted in the tender are on the basis considering no implied costs owing to any force majeure, govt imposition, lock-down situation owing to any act of God or a pandemic or endemic or Covid or a war or any other cause	Tender Conditions prevails

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		attributable to the other party. Such circumstances include.....	like local strikes that is or may be beyond the control of the BIL. If the work is stopped or site is unavailable to work or any kind of restriction is imposed or labour is idle due to gate pass issues owing to pandemic, or due to delay in approval of design & drawings or delay in issuance of free issue material and for any of the reasons cited herein, BIL will be compensated for idle of labour, staff, equipment, facilities, slipform Equipment & Financial charges of Bank Guarantee etc., and contractual completion time will be extended. Such compensation will not be linked to compensation from Principal Owner to BHEL.	
9.	Clause No. 2.27 GENERAL CONDITIONS OF CONTRACT (SERVICE)	LIMITATION ON LIABILITY: Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.	It should be 10% of contract value. And remove the below mentioned clause:- 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.	Tender Conditions prevails
10.	Clause No. 2.7.7 of General	BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for	Compensation to be paid as per mutual agreement	Tender Conditions prevails

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Sl. No.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's Reply
	Conditions of Contract	reasons other than Force majeure conditions and not attributable to contractor: i) suspension of work(s) at a Project either by BHEL or Customer, or ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months..... Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor		
11.	Clause No. 1.3.3 TCC	Contractor has to make his own arrangements for labour colony at their own cost. The contractor to construct labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.. ..	We request BHEL to provide Land for labour colony inside the plant on free of cost basis	Tender condition prevails. Bidder to quote accordingly.
12.	Clause No. 1.3.5.1 TCC	Water (Raw water) required for construction purposes will be provided at one single point WITHIN THE PLANT AREA on chargeable basis to contractor at the prevailing rates of TANGEDCO -----	Uninterrupted supply of water for construction at three point to be provided within 50m of Chimney Site, 50m of fabrication yard & Labour Colony (Free of cost). Connections should be provided with handing over of work front to BIL.	Tender condition prevails. Bidder to quote accordingly.
13.	Clause No. 1.3.4.1 TCC	In general, Construction power will be provided to the contractor on prevailing rates of TANGEDCO on chargeable basis at one single point WITHIN THE PLANT AREA by BHEL. Bidder to make his own arrangement for further distribution to their work area or make suitable arrangement for alternative source of power supply through deployment of adequate number of DG sets.	Uninterrupted supply of Electricity (Free of cost) at three point to be provided within 50 m of Chimney Site, 50m of fabrication yard & Labour Colony. Connections should be provided with handing over of work front to BIL. Please remove Batching Plant; as its not required as per scope	Tender condition prevails. Bidder to quote accordingly. Bidder may refer S.no. 1 of note to clause 1.4.2 of TCC (VOLUME-IA PART – I CHAPTER – IV T&Ps TO BE DEPLOYED BY CONTRACTOR) regarding batching pant requirement.

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Sl. No.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's Reply
14.	Clause No. 1.6.1.1 TCC	The entire scope of work for as detailed in the Tender Specification shall be completed within 13 Months (Thirteen months) from the date of commencement of work with intermediate milestones as mentioned in clause no. 1.6.8.2	We request you to revise completion time to 18 Months	Tender condition prevails.
15.		<p>CERTIFICATE TOWARDS COMPLETION:</p> <p>The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by CM, BHEL / NTPC. The decision of BHEL in this regard shall be final and binding on the contractor.</p>	<p>The protocol for inviting BHEL / NTPC officials is not defined in the tender.</p> <p>It may be considered to allow contractor / BIL to issue a RFI (Request for Inspection), as soon as any stage of Milestone is completed and the Client shall promptly inspect the completed works of that stage within 07 days of the receipt of such RFI NOTICE of completion of a mile stone and thereafter the Client shall issue a list of deficiencies, if any, in the contracted specifications of the executed work along with the time period as may be mutually agreed by both the parties, to remedy such deficiencies.</p>	Tender condition prevails
16.	Clause No. 2.11.1 GCC	<p>EXTENSION OF TIME FOR COMPLETION:</p> <p>If the completion of work as detailed in the scope of work gets delayed beyond the contract / completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.....</p>	EOT/Time extension shall be decided by BHEL within 1 Months of receipt of EOT application submitted by BIL.	Tender condition prevails
17.	Clause No. 2.14.1 GCC	<p>QUANTITY VARIATION:</p> <p>The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within</p>	The quoted rates of each item will remain firm throughout the period of execution for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but	Tender condition prevails

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		the limits of Minus (-) 15% of awarded contract value.....	excluding any price variation, remains within +/- 10 % (plus/minus ten percent) of the awarded price. The quantity variation of individual items shall remain within +/- 15 % Suitable compensation will be paid to BIL if quantity of any item is reduced. BIL will also be compensated @20% if executed contract value is less than awarded contract value.	
18.	Clause No. SI No: 2.12 GCC	OVER RUN CHARGES(ORC): 2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period. 2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.	Should be applicable. Total Over Run Compensation shall be limited to 20% of the cumulatively executed contract value till the month	Tender condition prevails
19.	Clause No. 1.6.7 TCC	Guarantee period of 12 months shall commence from the date of completion of the whole work certified by the BHEL Engineer.	Please change Guarantee to Warranty. Only Warranty is applicable for Chimney work. Upon receipt of Notice of Virtual Completion from BIL, within 15 days, BHEL shall intimate to BIL details of any defects / damages / defective workmanship if noticed in any of the materials / services as per "Scope of Work" (Called Punch List) and BIL shall rectify the punch list free of cost to	Tender condition prevails.

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			the full satisfaction of BHEL. Within 15 days of intimation by BIL of completion of the punch list, BHEL will take over chimney and BHEL shall issue a completion certificate within 30 days of the above intimation. Warranty period for Workmanship / Defect liability shall be 12 months from the date of intimation of completion of Punch List by BIL or when the Principal Employer cum the Owner starts the use of Chimney whichever is earlier.	
20.	Clause No. 1.7.3.3 TCC	5% of the item rate shall be released after submission of the quality check formats as per the quality plan for the quantum of work billed and duly certified by engineer.	Please delete this clause as this will create negative cash flow.	Tender condition prevails.
21.	Clause No. 1.4.2 (Note 1) TCC	For Chimney concreting works, Concrete may be arranged by having tie up with existing batching plants, supplied using transit mixer within the site premises or outside the site premises for the day to day requirement of RCC activities subject to supplies being made conforming to the standard/approved quality plan or bidder may directly establish mini batching plant with weigh batcher including necessary T&P for transporting and placing the concrete at site.	Please delete this clause.	Tender condition prevails.

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22.	Clause No. 1.12.4 TCC	The contractor shall construct waterproof cement store (capacity 400MT or as directed by engineer in-charge based on requirement at site) for initial period for storing and stacking of cement at his own cost, CGI/ asbestos roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Cement has to be kept over wooden raised platform. Stacking of cement is to be done as per IS codes with proper illumination and locking arrangements	Please delete this clause. As due to small quantity of concrete we don't need as such capacity of cement store	As the requirement of cement for RCC works is less, contractor shall make suitable water proof cement storage arrangement to the satisfaction of BHEL.
23.	Clause No. 1.7.5 TCC	NO CLAIM WHAT SO EVER MAY BE, WILL BE ENTERTAINED UNDER THIS CONTRACT, AFTER DULY SIGNING THE FINAL BILL ALONG WITH MEASUREMENT BOOKS AND ACCEPTED BY BHEL.	Please delete this clause. As it's a one sided clause	Tender condition prevails.
24.	TECHNICAL CONDITIONS OF CONTRACT (TCC)	<p>2.16 Recovery of Materials (Penal Rates):</p> <p>1. REINFORCEMENT STEEL (Cold rolled steel, high strength, deformed bar or mild steel round bars including earthing rod) – Rs. 61,950/- per MT + GST and/or other taxes & duties</p> <p>2. STRUCTURAL STEEL (MS plates, MS flats, rolled steel beams, channels, and angles, MS pipes, Chequered Plates, etc. in sizes and lengths as available) - Rs. 72,755/- per MT + GST and/or other taxes & duties</p> <p>3. CORTEN-B MATERIAL FOR FLUE CAN WORKS</p>	Rates should be actual rate + 5% for Overhead	Tender condition prevails

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Sl. No.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's Reply
		Corten-B plates in sizes and lengths as available		
25.	Clause No. 2.7.9 GCC	If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.	Liquidated Damages: <ol style="list-style-type: none"> 1. An amount equal to 0.5% of contract value per week with maximum limit of 5% of contract value will be imposed as liquidated damages if delay is attributable to BIL. 2. The maximum amount of liability of BIL for LD & other penalties will be maximum of 5% of contract value. 3. Grace Period of 2 months will be allowed for imposition of LD. 	Tender condition prevails
26.		Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Tender condition prevails
27.	Bank Guarantee	Formats of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & PBG will be submitted. We will submit the Bank Guarantees from Barclay's Bank/ Societe Generale	Tender condition prevails
28.	Bank Guarantees	Bank Guarantee extension & other action by BHEL	BHEL will give advance notice of 60 days to BIL for any action to be taken by BHEL	Tender condition prevails

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29.	Clause No. 29 NOTICE INVITING TENDER	MICRO AND SMALL ENTERPRISES (MSE) – Not Applicable	MSME Should be applicable. Please note that BIL is covered under MSME and our MSME registration number is UDYAM-MH-19-0001067.	Tender condition prevails
30.	Fabrication of Structure Steel	Fabricated Structure Steel	We request you to allow fabrication of structural steel items like Flue, staircase, plate & beams etc will be fabrication yard at site. We request BHEL to supply 12-meter-long x 2.5 meter wide plates for flue can fabrication.	Fabrication for structural steel shall be carried out at yard nearer to Chimney location at site. Corten B plates for flue can fabrication are already procured by BHEL as per drawing requirement and same shall be issued to the contractor.

**** Note:-**

All other Terms & Conditions remain unchanged. This corrigendum will form part of the tender. Bidders are requested to submit this along with their offer with duly signed.

-sd-
Dy Manager / SCT