

**Corrigendum - 3 dated 16/04/2025 to CPC Tender No. BHEL/CPC/KOD/CHM/25/096**

**Corrigendum - 3 to CPC Tender No. BHEL/CPC/KOD/CHM/25/096** for the work of “CONSTRUCTION OF ONE (1) NO. 275 M TALL TWIN FLUE RCC CHIMNEY COMPLETE IN ALL RESPECT INCLUDING CHIMNEY RCC WIND SHIELD, FABRICATION & ERECTION OF STEEL FLUE CANS, SUPPLY FABRICATION & ERECTION OF SHOP FABRICATED STRUCTURAL PLATFORMS, INSTALLATION OF ELECTRICAL ITEMS IN CONFORMITY WITH THE APPROVED LAYOUT, ELEVATOR SETC TO COMPLETE THE CHIMNEY IN ALL RESPECT (BUT EXCLUDING BOROSILICATE WORKS & CHIMNEY RAFT) FOR 2X800MW DVC KODERMA (KTPS) PHASE-II, JHARKHAND”.

**A) Time Extension:** Clause No. 1.0 Salient Features of NIT in NOTICE INVITING TENDER is revised as below:

Sl. No.	Clause No.	Existing in Tender	As per Corrigendum-1	Revised as per
1	Sl. No. v) DUE DATE & TIME OF OFFER SUBMISSION.	Date: 08/04/2025, Time: 10:00 Hrs	Date: 16/04/2025, Time: 10:00 Hrs	<b>Date: 24/04/2025, Time: 10:00 Hrs</b>
2	Sl. No. vi) OPENING OF TENDER	Date: 08/04/2025, Time: 16:30 Hrs	Date: 16/04/2025, Time: 16:30 Hrs	<b>Date: 24/04/2025, Time: 16:30 Hrs</b>

**B) Some of the Bidders had asked queries in the published tender specification. The clarifications issued by BHEL are as below;**

Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
1.	NOTICE INVITING TENDER Clause No. 19	BHEL shall be resorting to Reverse Auction (RA) (Extant Guidelines as available on < <a href="https://www.bhel.com/guidelines-reverse-auction-2024">https://www.bhel.com/guidelines-reverse-auction-2024</a> > on “supplier registration page”) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.	Reverse Auction (RA) should not be applicable	Tender Conditions shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
2.	NOTICE INVITING TENDER Clause No. 29	Micro and Small Enterprises (MSE): This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.	MSME Should be applicable. Please note that BIL is covered under MSME and our MSME registration number is UDYAM-MH-19-0001067	Tender Conditions shall prevail.
3.	NOTICE INVITING TENDER Clause No. Clause C-5 (PQR)	The bidder shall submit a certificate for any of the below mentioned instruments of value/limit not less than Rs. 580 Lakhs from any Scheduled Commercial Non-Cooperative Bank/Nationalised Bank/Indian Post Office, as on date not earlier than the date of NIT.....	Please note that as Solvency and other certificates will be issued by our bankers. So, we request you to allow the bidder to submit the standard certificate against given clauses. So, we will not need to issue the certificate again and again as per different NIT's	Please refer corrigendum no-2 dated 09.04.2025
4.	Major Highlights	Procurement at Risk and Cost of bidder, in case of default of Contractor is removed (replaced by "Breach of Contract" clause) - The total liability on account of Breach of Contract is limited to 10% of the Contract Value.	BHEL entitlement to recover an amount equivalent to 10% of the contract value for the damages on account of breach of contract committed by the contractor is not acceptable. The amount recoverable should be as per mutual discussion.	Tender Conditions shall prevail.
5.	Major Highlights	Over Run Compensation (ORC) - Not Applicable.	ORC should be applicable. Total Over Run Compensation shall be limited to 20% of the cumulatively executed contract value till the month	Tender Conditions shall prevail.
6.	TCC Clause 2.2.6	Supply and installation of Closed Cell Borosilicate Glass Block Lining System shall be excluded from this scope of work. However, surface preparation of FLUE CANS should be suitable for application of Closed Cell Borosilicate Glass Block Lining System.....	Since the installation of BSGB lining work is excluded from bidder's scope. So therefore Surface preparation of flue can should be in the scope of BSGB lining agency	Tender Conditions shall prevail.

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7.	TCC Clause 2.2.7	The bidder has to provide the support to Borosilicate supply and installation agency for erection of the hanging platform & other lifting system required for installation of borosilicate lining by providing the support of following T&Ps.....	As this clause create hurdles in execution activity. We request to BHEL to delete this clause and add application of BSGB work in bidder scope for better execution activity. Initial Blasting or Primer application on inner surface of flue shall be done after erection of Flue can If the finalisation of Borosilicate supply and installation agency got delayed by BHEL. Then bhel can't bound BIL to support other agency.	Tender Conditions shall prevail as mentioned in corrigendum no-2 dated 09.04.2025
8.	TCC Clause 2.5.7	All necessary arrangement for safety like Hard Barricading around deep structures with scaffolding pipes and providing of safety net on the slope of excavated area is in contractor's scope.	Excavation & Raft is not in BIL scope, So it should be taking care by Raft contractor.	Tender Conditions shall prevail.
9.	TCC Clause 2.5.13	Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Koderma Phase-II Project site proportionately based on contract value.....	Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be bear by BHEL. We request BHEL to arrange Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) till completion of project on free of cost basis	Tender Conditions shall prevail.
10.	TCC Clause 2.7	2.7 Laptop / Computer and Printer for exclusive use of BHEL: 2.7.1 The bidder will have to provide Two (02) No. of Laptops (X-86 Architecture Based, 64-Bit Supported, Microprocessor with minimum 8 cores, On-board Graphics feature compatible with supplied OS, Minimum 8 GB RAM 2666 MHZ SDRAM .....	As Chimney contract is very small compared to other works. BIL request BHEL to delete providing these facilities to BHEL	Tender Conditions shall prevail.
11	TCC Clause No. 3.11.2	BHEL shall construct Medical Centre (24 x7 working), well finished & furnished, of approx. 150sqm shall be	Clause statement is not clear. Please check and clarify.	Refer Clause - C Sl. No. 1 mentioned as below.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		constructed by the contractor in the labour establishment area for the workmen with ambulance at workmen establishment. Payments for medical staffs such as doctors, nurse, ambulance services, consumables, medical beds/emergency medical equipments/first aid instruments/devices & running medicines shall be shared/distributed among the availing agencies as decided by BHEL site.		
12.	TCC Clause No. 3.13.1	Construction power (three phase, 415 V/ 440 V) shall be provided by BHEL free of cost at one point near the site at a distance of approx. 500M within 03 months from the date of start of work. Further, distribution shall be arranged by the contractor at his own cost and services.	Uninterrupted supply of Electricity (Free of cost) at Four point to be provided within 100 m of working Site, 100m of Batching Plant, 100m of fabrication yard and 50m of Labour Colony. Connections should be provided with handing over of work front to BIL.	Tender Conditions shall prevail as mentioned in corrigendum no-2 dated 09.04.2025
13.	TCC Clause No. 3.14	BHEL shall provide water supply free of cost (at single point source) for construction purpose tentatively within 03 months from the date of start of work.	Uninterrupted supply of water (Free of cost) at Three point to be provided within 100 m of working Site, 100m of Batching Plant, 100m of fabrication yard and 50m of Labour Colony. Connections should be provided with handing over of work front to BIL.	Tender Conditions shall prevail as mentioned in corrigendum no-2 dated 09.04.2025
14.	TCC Clause No. 4.1	A: Tools and Plants: Nos. of T&Ps to be deployed at site shall be decided w.r.t. monthly plan and review format (F-14) .....	After the award of order, the T&Ps schedule will be prepared by BIL for BHEL approval.	Tender Conditions shall prevail.
15.	TCC Clause 4.1.28	0.47 mm thick color coated GI sheet should be used along with Slipform shutter plate.	We request you to delete this as this is Not required	Tender Conditions shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
16.	TCC Clause 6.1	Construction Manager/Site In-Charge of BHEL at site within seven (07) days from date of LOA and submit detailed mobilization plan to start work within 15 days from date of LOA; unless instructed by BHEL to differ start of work in writing. Date of Start of work shall be considered as 15 days after date of LOA or as instructed by BHEL in writing.	BHEL will inform Site hand over date & will give notice for mobilization of equipment & manpower. The mobilization will be done by BIL within 30 days of receiving NTP from BHEL.	Tender Conditions shall prevail.
17.	TCC Clause No. 6.1	START DATE / ZERO DATE  Start of Work is linked with readiness of Chimney Raft along with backfilling upto top of the chimney raft level. BHEL shall intimate contractor for mobilization in line with the same. The date as per written intimation by BHEL shall be reckoned as the Date of Start of Work.	The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site agreed in writing by BHEL & BIL Engineer after completion of following: - 1. Handing over of hindrance free area for site, fabrication yard & Stock Yard 2. Issue of Form – V 3. Completion of excavation and Chimney Raft along with backfilling upto top of the chimney raft level Issue of Approved for Construction Drawings for Chimney shell.	Tender Conditions shall prevail.
18.	TCC Clause 6.1 & 6.2	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Twenty-Six (26) Months from the date of start of work in a manner required by BHEL to match with the project schedule. 6.2.1 Slip-form Assembly and Erection Completion - 2nd Months 6.2.2 Completion of RCC shell & Installation of Temporary Aviation Light. (M1) - 11th Months 6.2.3 Completion of platform beams fabrication and erection - 16th Month 6.2.3 Slipform Dismantling - 17 th Months	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Thirty Two Months (32) Months from the date of start of work in a manner required by BHEL to match with the project schedule. 6.2.1 Slip-form Assembly and Erection Completion – 4 <sup>th</sup> Months 6.2.2 Completion of RCC shell & Installation of Temporary Aviation Light. (M1) – 13 <sup>th</sup> Months 6.2.3 Completion of platform beams fabrication and erection – 18 <sup>th</sup> Month 6.2.3 Slipform Dismantling – 19 <sup>th</sup> Months	Tender Conditions shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		6.2.4 Flue Can Fabrication and Erection (M2) - 23th Months	6.2.4 Flue Can Fabrication and Erection (M2) – 27 <sup>th</sup> Months	
		6.2.5 External Painting - 25 th Month	6.2.5 External Painting – 31 <sup>st</sup> Month	
		6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 26th Months	6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 32 <sup>nd</sup> Months	
19.	TCC Clause No. – 6.6.2 & 6.6.3	LD on Intermediate Milestone	Please delete this clause as this will create negative cash flow.	Tender Conditions shall prevail.
		Against M1 - 0.5% per week - Maximum 2% of Executable Contract Value.		
		- Against M2 - 0.5% per week - Maximum 3% of Executable Contract Value		
20.	TCC Clause No. – 7.1.2	Documents required for Final Bill:	Final bill to be release within 45 days	Tender Conditions shall prevail.
		The final bill is drawn as soon as the entire work is completed. From the final amount due, all amounts already claimed up to the previous running account bill will be deducted. It should be ensured that in the final bill the following additional particulars have been provided:		
		• Final Bill in WAM-7 Format.		
		• 'No claim' certificate from the contractor.		
		• Clearance certificates where ever applicable viz. Clearance Certificates from		
		Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.		
		• Final Material re-conciliation statement duly approved by BHEL.		
		• Indemnity Bond as per prescribed format.		
		• Deviation statement showing the difference between the actuals and as per the contract.		

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		• Final Delay Analysis.		
21.	TCC Clause No. – 7.2	Interest Free Secured Mobilization Advance as per GCC Clause No. 2.13.1 will be payable under exceptional circumstances on certification of BHEL Construction Manager at Site. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization as specified hereunder:	5% mobilization advance (Interest Free) excluding GST in single installment should be release without BG against submission of installment as per mentioned below:	Tender Conditions shall prevail.
		1. For Mobilization of Batching Plant, Cement Silo, Transit Mixture (01 no), JCB(01 no), - 2.0%	1. For Mobilization of Batching Plant, Cement Silo, Transit Mixture (01 no), JCB (01 no), - 3.0%	
		2. For Mobilization of Material Lifting Winch and Passenger Lift - 1.5%	2. For Mobilization of Material Lifting Winch and Passenger Lift – 1.5%	
		3. For Mobilization of Hydraulic Jack Set with pump, Jack Rod, Recovery Jack, Laser Light, Hydraulic Pump and Turn Buckle Jacks. - 1.5%	3. For Mobilization of Hydraulic Jack Set with pump, Jack Rod, Recovery Jack, Laser Light, Hydraulic Pump and Turn Buckle Jacks. - .5 %	
22.	TCC Clause No. 9.6	Recovery of Materials (Penal Rates):	Penalties should be as per market rate	Tender Conditions shall prevail.
		1 Cement (PPC). – Rs. 6,500/- per MT		
		2 Cement (OPC). – Rs. 7,000/- per MT		
		3 Reinforcement Steel / Earthing Rod – Rs. 60,000/- per MT		
		4 Structural Steel (Plates, Rolled Sections etc.) – Rs. 68,000/- per MT		
		5 Structural Steel Gratings – Rs. 1,10,000 per MT		
		Penal Rate will be 1.05 times the actual cost to BHEL or Rate mentioned in Table 9.6.1 above, whichever is higher, shall be imposed		
23.	SCC Clause no. 2.0	General Services to be rendered by the bidder	BIL will carry out all the jobs as mentioned in BOQ and as per tender conditions.	Tender Conditions shall prevail.
			Any other service not specifically detailed in BOQ or technical specifications will be on extra charge basis.	
24.	SCC Clause No. 6.1.7	Approach road conditions from the stores / yards to the erection/ construction site may not be equipped and ideal for smooth transportation .....	Approach road to be provided by BHEL.	Tender Conditions shall prevail.
			Specify the distance of Batching Plant, Fabrication yard and Stock Yard location from Chimney area.	

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			It should be 100-200m from the working area and BIL will be allowed to Set up Batching Plant, Fabrication yard nearby working area.	
25.	SCC Clause No. 6.4.4.4	Reinforcement Steel, MS earthing rod, Foundation bolts and MS Rails Wastage: Allowable Wastage: (+3%) of the theoretical consumption shall be considered as allowable wastage.	Allowable wastage will be 5%.	Tender Conditions shall prevail.
26.	SCC Clause No. 6.4.4.6	Structural Steel Wastage: Allowable wastage: 4% (FOUR percent) of the theoretical consumption shall be considered. Wastage shall be considered as cut pieces and scrap material, measured as per actual weight basis.	Allowable wastage will be 5%.	
27.	SCC Clause No. 9.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractors" (Document No. HSEP: 14 Rev02, Dated 21-12-2022) and any other .....	To be as per govt standard rules.	
28.	SCC Clause No. 10.4	The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 30 days of receipt of bill with all supporting documents.	
		60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.	80% Payment should be released within 7 days & balance 30% payment should be released within 30 days.	
29.	GCC Clause No. 1.10	1.10 SECURITY DEPOSIT (5% of the Contract Value) 1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract	Security Deposit should be 3%.	Tender conditions shall prevail.



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30.	GCC Clause No. 1.10.3 Note (2)	2)In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder.	Interest Should be [ @ (Repo rate + 2%) at monthly rest plus GST] for the delayed period	Tender conditions shall prevail.
31.	GCC Clause 1.10.6	The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + Guarantee Period + 3 months	Please allow initial validity of 1 year for security deposit	Tender conditions shall prevail.
32.	GCC Clause No. 2.7.2.2	<p>Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the</p> <p>Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.</p>	BHEL entitlement to recover an amount equivalent to 10% of the contract value for the damages on account of breach of contract committed by the contractor is not acceptable. The amount recoverable should be as per mutual discussion.	Tender conditions shall prevail.
33.	GCC Clause No. 2.7.3	In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC	Recoveries shall be actual expenses incurred plus Nil overheads.	Tender conditions shall prevail.
34.	GCC Clause No. 2.7.7	BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:	Compensation to be paid as per mutual agreement	Tender conditions shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		<p>i) suspension of work(s) at a Project either by BHEL or Customer,</p> <p align="center">or</p> <p>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.....</p> <p>In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor</p>		
35.	GCC Clause 2.7.9	For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage 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.	<p>An amount equal to 0.25% of contract value per week with maximum limit of 5% of executed contract value excluding GST will be imposed as liquidated damages if delay is attributable to BIL.</p> <p>The maximum amount of liability of BIL for LD &amp; other penalties will be maximum of 5% of contract value excluding GST.</p> <p>Grace Period of 3 months will be allowed for imposition of LD.</p>	Tender conditions shall prevail.
36.	GCC Clause No. 2.8.3	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 shall prevail.

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37.	GCC Clause 2.11	<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 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 conditions shall prevail.
38.	GCC Clause No.2.14	2.14.1 Variation in Final Executed Contract Value 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 the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rihts of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated / short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.	<p>No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 5% of awarded contract value.</p> <p>Compensation amounting to quantity decreased multiplied by 20% of unit rates of particular item/items will be paid to BIL in case of reduction in quantity of any item. BIL will also be compensated @20% of amount reduction of awarded contract value with respect to executed contract value if executed contract value is less than awarded contract value.</p>	Tender conditions shall prevail.
39.	GCC Clause No. 2.20	2.20.1 "Force Majeure" shall mean circumstance which is.....:	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 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,	Tender conditions shall prevail.

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			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.	
40.	GCC Clause No. 21	2.21 ARBITRATION & CONCILIATION	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.	Tender conditions shall prevail.
		2.21.1 ARBITRATION:	The place of arbitration shall be New Delhi. New Delhi law shall apply.	

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		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 2.21.1 herein above 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 .....		
41.	GCC Clause 2.24	Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in TCC, for good workmanship and shall .....	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 the full satisfaction of BHEL. Within 15 days of intimation by BIL of completion of the punch list, BHEL will take over civil work 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 structures whichever is earlier.	Tender conditions shall prevail.
42.	GCC Clause No. 2.27	LIMITATION ON LIABILITY:	It should be 5% of contract value.	Tender conditions shall prevail.
		Notwithstanding anything to the contrary in this Contract or LOA 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 Contract or the Work Order. The Contractor 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 made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.	And remove the below mentioned clause:-	
			This shall not be applicable on the 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.	

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43.	Contractor All risk (CAR) Policy	Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Tender conditions shall prevail.
44.	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MCE Policy will be taken by BHEL	
45.	Bank Guarantee	Formats of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & retention BG will be submitted.	
46.	Bank Guarantees	Bank Guarantee extension & other action by BHEL	<p>BHEL will give advance notice of 60 days to BIL for any action to be taken by BHEL.</p> <p>BG's cannot be assigned to third party without approval of BIL and its bankers. BG should not be assignable.</p>	Tender conditions shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
47.	Tender GA drawing	Please note that Flue dia. is 9058 mm ID & opening size is not shown in GA	Please provide the opening size	Please refer updated GA Drawing No PE-DG-519-620-C001 Rev-1 for opening size

**C) Modification in Technical Conditions of Contract (TCC): Clause No. 7.3 and 3.1.2 of TCC are revised as below;**

Sl. No.	Description	Existing Provision	REVISED CLAUSE
1.	TCC Clause No. 3.11.2	BHEL shall construct Medical Centre (24 x7 working), well finished & furnished, of approx. 150sqm shall be constructed by the contractor in the labour establishment area for the workmen with ambulance at workmen establishment.....	<b>Modified Clause is as under:</b> "BHEL shall construct Medical Centre (24 x7 working), well finished & furnished, of approx. 150sqm in the labour establishment area for the workmen with ambulance at workmen establishment. Payments for medical staffs such as doctors, nurse, ambulance services, consumables, medical beds/emergency medical equipment/first aid instruments/devices & running medicines shall be shared/distributed among the availing agencies as decided by BHEL site."

**Note:**

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

**for BHARAT HEAVY ELECTRICALS LTD  
Sr. Manager/ SCT**