

Corrigendum - 3 dated 17/04/2025 to CPC Tender No. BHEL/CPC/SPT/CHM/25/097

Corrigendum - 3 to CPC Tender No. BHEL/CPC/SPT/CHM/25/097 for the work of “Construction of One (1) No. 275 M Tall Single Flue RCC Chimney Complete in all respect including Chimney RCC Wind Shield, Fabrication & Erection of Steel Flue Cans, Supply Erection of Shop Fabricated Structural Platforms, Installation of electrical items in conformity with the approved layout, Elevators etc. to complete the Chimney in all respect (but excluding Borosilicate Works & Chimney Raft) for 1x800 MW NTPC SIPAT, CHATTISGARH

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: 11/04/2025, Time: 10:00 Hrs	Date: 17/04/2025, Time: 10:00 Hrs	Date: 24/04/2025, Time: 10:00 Hrs
2	Sl. No. vi) OPENING OF TENDER	Date: 11/04/2025, Time: 16:30 Hrs	Date: 17/04/2025, Time: 16:30 Hrs	Date: 24/04/2025, Time: 16:30 Hrs

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

Sr. No.	Ref Clause	Existing Clause	Bidder's Queries	BHEL's Reply
1	NIT Clause No. 19	BHEL shall be resorting to Reverse Auction (RA) (Extant Guidelines as available on < https://www.bhel.com/guidelines-reverse-auction-2024 > 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
2	NIT 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

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3	NIT Clause C-5 (PQR)	<p>The bidder shall submit a certificate for any of the below mentioned instruments of value/limit not less than Rs. 360 Lakhs from any Scheduled Commercial Non-Cooperative Bank/Nationalised Bank/Indian Post Office, as on date not earlier than the date of NIT:</p> <p>i) Cash ii) Bank Guarantee iii) Fixed Deposit iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc.</p> <p>OR</p> <p>The bidder shall submit a certificate for Insurance Surety Bond from any Insurance Company (IRDA approved) for a value not less than Rs. 360 Lakhs, as on date not earlier than the date of NIT.</p> <p>AND</p> <p>The bidder shall submit a 'Certificate of Solvency' for a value not less than Rs. 720 Lakhs from any Scheduled Commercial Non-Co-Operative Bank/Nationalised Bank as on date, not earlier than the date of NIT.</p> <p>OR</p> <p>The bidder should furnish a letter for Unutilized line of credit from any Scheduled Commercial Non-Cooperative Bank/Nationalized Bank, confirming the availability of unutilized line of credit limit (both fund-based and non fund-based) for a value not less than Rs. 720 Lakhs as on date, not earlier than the date of NIT." Certificates to be provided in line with attached relevant annexures</p>	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 need not to get issued certificate again and again as per different NIT's	Tender Conditions Shall Prevail
4	Major highlights of tender Clause No. 11	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 of tender Clause No. 12	Over Run Compensation (ORC) - Not Applicable.	<p>ORC should be applicable</p> <p>Total Over Run Compensation shall be limited to 20% of the cumulatively executed contract value till the month</p>	Tender Conditions Shall Prevail

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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
7	TCC Clause 2.2.7	<p>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:</p> <p>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:</p> <p>a) Passenger lift. b) Winch support for lifting the member of hanging platform. c) Initial power supply at roof deck. d) The bidder has to place the completed flue can on a raised platform / raised height (+600 mm from the ground LVL) for easy access for the painter of borosilicate agency for initial blasting & primer application on inner surface of the flue can. e) Chimney vendor shall provide man access lift till installation and commissioning of permanent lift.</p>	<p>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</p> <p>If the finalisation of Borosilicate supply and installation agency got delayed by BHEL. Then bhel can't bound BIL to support other agency.</p>	Tender Conditions Shall Prevail
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.	We request you to delete this as excavation & raft are not in BIL scope, So it should be taken 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 SIPAT 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 born by BHEL. We request BHEL to arrange Medical/First aid center/medicine	Tender Conditions Shall Prevail

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			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	
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 upgradeable to 16 GB, 512 GB SSD M.2 Hard Drive or higher, 13" - 14" (both included) high definition anti-glare LED back lit Screen, OEM USB Optical Travel Mouse, Integrated High definition audio with integrated speakers and volume control (Hardware/Software). Single audio jack (single pin) for connecting ear phones and mic, Built-In HD Webcam with Built-In Microphone, integrated 100/1000 Mbps port, Integrated Wi-Fi 6, supporting industry standard IEEE 802.11ax + Bluetooth 5.0 or higher, Minimum 2xUSB 3.1 Ports, 1xType C, Stereo headphone/ microphone combo jack,1 x HDMI Port. 1 x RJ – 45, Minimum 3-cell battery capable of providing 6 hours or more backup in standard business environment,----- -----	As Chimney contract is very small compared to other works. BIL requests BHEL to delete providing these facilities to BHEL	Tender Conditions Shall Prevail

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11	TCC Clause No. 2.8.3	Minimum Testing Facilities to be arranged by contractor at site are as under: A. Soil Works: A.1 Facilities for HDD A.2 Field Compaction Test (Core Cutter / Sand Replacement Method). A.3 Atterberg Limit Test of Soil. A.4 Grain Size Distribution Test. B. Road Works: B.1 Facilities for mechanical strength of aggregates. B.1.1 Impact and Abrasion Value. B.1.2 Crushing Value. B.1.3 Water Absorption C. Concreting Works: C.1 Facilities for sieve Analysis for both fine and coarse aggregates. C.2 Facilities for workability test of concrete by Slump cone / BV. C.3 Facilities for Cube Strength	Minimum Testing Facilities to be arranged by contractor for only related with our scope of work	Tender Conditions Shall Prevail
12	TCC Clause No. 3.11.1	Labour colony is to be developed by bidder for all the labourers required to be deployed for their scope of work. Labour colony set-up is to be developed in compliance of statutory requirements and as per attached Workers accommodation drawings.	We request BHEL to provide Land for labour colony on free of cost basis with free water and power	Tender Conditions Shall Prevail
13	TCC Clause No. 3.11.3	In case labour hutment is not completed as per the drawings and specification and any penalty is imposed by Customer, same shall be recovered from contract's RA Bill. Rectification and Corrections in labour hutment as pointed out by BHEL/Customer shall be bidder's responsibility and any cost incurred by BHEL to complete the works, in case of non-compliance of the instructions, same shall be recovered from his RA Bills along with 5% overheads.	Please delete this clause.	Tender Conditions Shall Prevail
14	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.	Tender Conditions Shall Prevail

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			Connections should be provided with handing over of work front to BIL.	
15	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.	BHEL shall provide water supply point at single point source) preferably within 1 Km from Chimney Location, However bidder is requested to visit site to get acquainted with site conditions.
16	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) based on site requirement. Below given Nos are tentative for planning purposes by the bidder.	After the award of order, the T&Ps schedule will be prepared by BIL for BHEL approval.	Tender Conditions Shall Prevail
17	TCC Clause 4.1.28	0.47 mm thick color coated GI sheet should be used along with Slipform shutter plate. (To be replaced with new sheets if damaged during shell concreting).	We request you to delete this as this is not required	Tender Conditions Shall Prevail
18	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

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19	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 Yard2. Issue of Form – V3. 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
20	TCC Clause 6.1 & 6.2	<p>The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Twenty-Two (22) Months from the date of start of work in a manner required by BHEL to match with the project schedule.</p> <p>6.2.1 Slip-form Assembly and Erection Completion - 2nd Months</p> <p>6.2.2 Completion of RCC shell & Installation of Temporary Aviation Light. - 11th Months</p> <p>6.2.3 Completion of platform beams fabrication and erection - 14th Month</p> <p>6.2.3 Slipform Dismantling - 15 th Months</p> <p>6.2.4 Flue Can Fabrication and Erection - 20th Months</p> <p>6.2.5 External Painting – 21st Month</p> <p>6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 22nd Months</p>	<p>The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Thirty (30) Months from the date of start of work in a manner required by BHEL to match with the project schedule.</p> <p>6.2.1 Slip-form Assembly and Erection Completion – 3rd Months</p> <p>6.2.2 Completion of RCC shell & Installation of Temporary Aviation Light. – 15th Months</p> <p>6.2.3 Completion of platform beams fabrication and erection – 17th Month</p> <p>6.2.3 Slipform Dismantling –19th Months</p> <p>6.2.4 Flue Can Fabrication and Erection (M2) – 26th Months</p> <p>6.2.5 External Painting – 27th Month</p> <p>6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 30th Months</p>	Tender Conditions Shall Prevail

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21	TCC Clause No. – 6.6.2 & 6.6.3	LD on Intermediate Milestone Against M1 - 0.5% per week - Maximum 2% of Executable Contract Value. - Against M2 - 0.5% per week - Maximum 3% of Executable Contract Value	Please delete this clause as this will create negative cash flow.	Tender Conditions Shall Prevail
22	TCC Clause No. – 7.1.2	Documents required for Final Bill: 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: <ul style="list-style-type: none"> • 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. • Final Delay Analysis. 	Final bill to be release within 45 days	Tender Conditions Shall Prevail
23	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: 1. For Mobilization of Batching Plant, Cement Silo, Transit Mixture (01 no), JCB(01 no), - 2.0% 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%	5% mobilization advance (Interest Free) excluding GST in single installment should be release without BG against submission of installment as per mentioned below: 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% 3. For Mobilization of Hydraulic Jack Set with pump, Jack Rod, Recovery Jack, Laser Light, Hydraulic Pump and Turn Buckle Jacks. - .5 %	Tender Conditions Shall Prevail

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24	TCC Clause No. – 7.4	The contractor shall maintain the labour colony for its workmen as per BHEL guidelines. 0.25 % of every RA Bill shall be linked on certification from BHEL for compliance with the guidelines of labour colony.	Please delete this clause as this is not acceptable to BIL as 0.25% hold will create negative cash flow.	Tender Conditions Shall Prevail
25	TCC Clause No. – 7.5.1	Contractor must fulfil all the details mention below to process the amount linked to RA bill for Safety aspect/ safety Rule/ Compliance etc. Agency/ Contractor are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should be equal to 1 % of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works etc. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount.	Please delete this clause as this is not acceptable to BIL as 0.25% hold will create negative cash flow.	Tender Conditions Shall Prevail
26	TCC Clause No. 9.3.7	No cement will be issued on free basis for bought out item like Hume pipe, Interlocking Paver block, Fly ash brick etc. However, cement for mortar for fixing of these items if required will be issued on free basis.	We request you to delete this as this is not in our scope of work	Tender Conditions Shall Prevail
27	TCC Clause No. 9.6	Recovery of Materials (Penal Rates): 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	Penalties should be as per market rate	Tender Conditions Shall Prevail
28	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. Any other service not specifically detailed in BOQ or technical specifications will be on extra charge basis.	Tender Conditions Shall Prevail

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29	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 of the material. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost.	Approach road to be provided by BHEL. Please specify the distance of Batching Plant, Fabrication yard and Stock Yard location from Chimney area. It should be 100-200m from the working area and BIL will be allowed to Set up Batching Plant, Fabrication yard nearby working area.	Tender Conditions Shall Prevail
30	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
31	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 weighment basis.	Allowable wastage will be 5%.	Tender Conditions Shall Prevail
32	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 document issued along with the tender. In case of any ambiguity between these documents, BHEL's Engineer shall be the deciding authority, whose decision shall be final and binding on the contractor.	To be as per govt standard rules.	Tender Conditions Shall Prevail
33	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. 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.	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. 80% Payment should be released within 7 days & balance 30% payment should be released within 30 days.	Tender Conditions Shall Prevail

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34	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
35	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%) for the delayed period	Tender Conditions Shall Prevail
36	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
37	GCC Clause No. 2.7.2.2	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 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.	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
38	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

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39	GCC Clause No. 2.7.7	<p>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:</p> <p>i) suspension of work(s) at a Project either by BHEL or Customer, 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>	Compensation to be paid as per mutual agreement	Tender Conditions Shall Prevail
40	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. The maximum amount of liability of BIL for LD & 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
41	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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42	GCC Clause 2.11	EXTENSION OF TIME FOR COMPLETION: 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.....	EOT/Time extension shall be decided by BHEL within 1 Months of receipt of EOT application submitted by BIL.	Tender Conditions Shall Prevail
43	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.	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. 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.	Tender Conditions Shall Prevail
44	GCC Clause No. 2.20	2.20.1 "Force Majeure" shall mean circumstance which is:2.20.1.1.1 beyond control of either of the parties to contract.2.20.1.1.2 Either of the parties could not reasonably have provided against the event before entering into the contract,2.20.1.1.3 Having arisen, either of the parties could not reasonably have avoided or overcome, and2.20.1.1.4 Is not substantially attributable to either of the parties And prevents the performance of the contract.Such circumstances include but not limited to2.20.1.2 War, hostilities, invasion, act of foreign enemies.	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,	Tender Conditions Shall Prevail

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			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.	
45	GCC Clause No. 21	<p>2.21 ARBITRATION & CONCILIATION</p> <p>2.21.1 ARBITRATION:</p> <p>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 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, refer the disputes to Arbitral Institution i.e. "India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution</p> <p>.....</p>	<p>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. New Delhi law shall apply.</p>	Tender Conditions Shall Prevail

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46	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 Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.	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
47	GCC Clause No. 2.27	LIMITATION ON LIABILITY: 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.	It should be 5% of contract value. 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.	Tender Conditions Shall Prevail
48	Contractor All risk (CAR) Policy	Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Tender Conditions Shall Prevail
49	MARINE CUM ERECTION	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MCE Policy will be taken by BHEL	Tender Conditions Shall Prevail

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	N INSURAN CE (MCE) POLICY			
50	Bank Guarante e	Formats of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & retention BG will be submitted.	Tender Conditions Shall Prevail
51	Bank Guarante es	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. BG's cannot be assigned to third party without approval of BIL and its bankers. BG should not be assignable.	Tender Conditions Shall Prevail

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**