

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

To,

ALL BIDDERS,

Sub: Corrigendum-01: Issuance of Clarifications, Waiver off EMD amount and Bid Security Declaration Format.

S. No.	Package	E- TENDER SPECIFICATION NUMBER
01	Package-A	BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377
02	Package-B	BHE/PW/PUR/KNFGD-CHIMNEY-PKG-B-U-5/2378

PACKAGE-A: CIVIL AND STRUCTURAL WORKS OF 150M RCC SINGLE FLUE CHIMNEY OF UNIT-4 AT NTPC KORBA STAGE-II (3X500MW) FGD PACKAGE.
AND

PACKAGE-B: CIVIL AND STRUCTURAL WORKS OF 150M RCC SINGLE FLUE CHIMNEY OF UNIT-5 AT NTPC KORBA STAGE-II (3X500MW) FGD PACKAGE.

References: -

1. E-Tender Specification Nos: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378

Bidders kindly to take note of the following:

AA) Clause No 1.vii of NIT for EMD (Earnest Money Deposit) Amount: Referred clause has been amended as below:

Existing EMD Amount	Amended EMD Amount
<i>Rs. 24,15,000/- (Rupees Twenty-Four Lakh Fifteen Thousand Only)</i>	NIL

Note: All associated clauses of the tender shall be read accordingly.

BB) Issuance of Bid Security Declaration Format: In view of waiver-off of EMD amount as cited above in 'AA', Bidders are requested to submit the "**Bid Security Declaration Format**" as per Annexure-A of this corrigendum.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

CC) Issuance of Clarifications:

Sr. No.	Documents Reference	Subject	Tender Terms & Condition	Bidders' Deviation/ Query	BHEL Clarification
1.	Clause no. 19.0 of NIT	Reverse Auction (RA)	Reverse Auction (RA)	We request you to delete clause & Reverse Auction (RA) should not be applicable.	Tender condition shall prevail.
2.	Clause no. 10 of Annexure-12 'Important Information' of NIT	Delay in 1st submission of SDBG/ PBBG:	However, if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).	Please delete this clause as due to banking regulations & other formalities, submission of Bank Guarantee may be delayed unintentionally.	Tender condition shall prevail.
3.	Clause no. 11 of Annexure-12 'Important Information' of NIT	Compensation in case of Death/ Permanent Incapacitation of Person	Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh). (ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh).	Please delete this clause as compensation is paid as per insurance which is taken by Contractor.	Tender condition shall prevail.
4.	Clause no. 6 of Annexure-12 'Important Information' of NIT	Following clause of Volume-I-C-General Conditions of Contract clause shall not be applicable for this contract: a) Clause No 2.12: Over Run Compensation	Not Applicable	In case of delay in finish-to-start & start to start items / activities or hard logic items / activities that are to be provided by BHEL, in such cases the shortfall due to subsequent item / activity should be absolved from delay on part of Contractor and credit provided to Contractor for the same. Also, Credit should be given to Contractor on account of the free float available between any milestones / stages.	Tender condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

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5.	Clause no. 2.8 of Chapter-II of Vol-IA-TCC	Scope of work	Laying / Cutting & Re-welding of associated electrical earthing works below the road & drains and surrounding areas shall also be done by civil contractor as per drawings for which 40mm dia. MS rod/GI flats shall be supplied by BHEL free of cost.	This work is not in Contractor Scope as Contractor is quoting as per BOQ.	Tender Condition shall prevail. It is an item rate contract
6.	Clause no. 2.9 of Chapter-II of Vol-IA-TCC	Construction Power:	<p>Construction power (three phase, 415 V/ 440 V) will be provided near the site at a distance of approx. 500M on chargeable basis (source of construction power shall be provided at two locations). Further distribution shall be arranged by the contractor at his own cost and services.</p> <p>The charges only for the actual energy consumed by the contractor shall be recovered based on prevalent rate of DISCOM.</p>	<p>We request BHEL to provide uninterrupted supply of Electricity (Free of cost) at three point to be provided within 100 m of Chimney Site, 50m of fabrication yard, 50m of Batching Plant & 50m of Labour Colony. Connections should be provided with handing over of work front to Contractor or</p> <p><u>Please provide DISCOM Power Charges Rate if applicable.</u></p>	Tender Condition shall prevail
7.	Clause no. 2.10 of Chapter-II of Vol-IA-TCC	Construction water:	Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the work site/ colony.	We request BHEL to provide uninterrupted supply of Water for construction at two point to be provided within 100m of Chimney Site, 50m of fabrication yard, 50m of Batching Plant & 50m Labour Colony (Free of cost). Connections should be provided with handing over of work front to contractor.	Tender Condition shall prevail
8.	Clause no. 2.18 of Chapter-II of Vol-IA-TCC	Cement, Steel Consumption and wastage (Borosilicate Glass Block)	Wastage of Borosilicate Glass Block, Adhesive & Primer.	<p>Wastage of Borosilicate Glass Block, Adhesive & Primer is not specified.</p> <p>Please provide the wastage of Borosilicate Glass Block, Adhesive & Primer.</p>	The wastages for the Borosilicate Glass Block, Adhesive membrane, Primer which are free of cost supply by BHEL shall

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

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					be to the supplier's (manufacturer of the borosilicate lining system) account. However, Chimney contractor of this present scope has to complete the installation of the borosilicate lining works in strict supervision of the manufacturer/ supplier.
9.	Clause no. 2.18.6 of Chapter-II of Vol-IA-TCC	Issue of steel free of cost:	Titanium Solid Plate	Please clarify that Titanium Strips/Pipes/sheets, etc. will be issued free of cost.	Tender Condition shall prevail. Please refer item description.
10.	Clause no. 2.20 of Chapter-II of Vol-IA-TCC	Recovery of Materials (Penal Rates):	1 Cement (OPC/ PPC/ PSC). Rs. 6,500 per MT 2 Reinforcement steel and MS earthing rod/GI flat Rs. 65,000 per MT 3 MS Flats, beams, channel, angles etc. (Rolled Sections) Rs. 65,000 per MT 4 Foundation bolts if supplied by BHEL Rs. 90,000 per MT	We request you to accept Maximum Rates of recovery as actual rate +10% for Overhead	Tender Condition shall prevail
11.	Clause no. 4.0 of Chapter-IV of Vol-IA-TCC	Tools & Plants:	Nos of T&Ps to be deployed at site shall be decided with respect to monthly plan and review formats (F 14) based on site requirement. Below given Nos are tentative for planning -----	These T&P will be provided as per site requirements and list of T&P will be prepared for BHEL approval after award of order.	Tender Condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

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12.	Clause no. 6.0 of Chapter-VI of Vol-IA-TCC	Time Schedule and Mobilization	15 (Fifteen) months in a manner required by BHEL to match with the project schedule. Numbering of Sr. No. is not correct	Please note that Sr. No. civil completion activity is not correct or there is any other activity on position 1 Time Period is very less as per scope of work, it should be revised to that the entire work under this scope shall be successfully completed within (18) Eighteen months from the date of Start of work. All the intermediate milestones & activities should be changed accordingly.	Tender Condition shall prevail
13.	Clause no. 7.0 of Chapter-VII of Vol-IA-TCC	Terms of Payment: Retention	Retention; The 5% thus remaining shall be treated as retention amount ----- --	As per announcement of finance minister on 12/11/2020. The maximum amount of performance security should be 3% including retention & As such no retention should be deducted for performance of contract.	Tender condition shall prevail.
14.	Clause no. 7.0 of Chapter-VII of Vol-IA-TCC	Terms of Payment: Retention	The payments for works under the scope of this contract shall be as per clause no 2.6; clause 2.22; clause 2.23 of General Conditions of Contract and Chapter X of Special Conditions of Contract. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised ----- -----	1. 10% Interest Free Advance 2. 2. 90% against monthly RA bill on pro rata basis	Tender condition shall prevail.
15.	Chapter-X of Vol-IA-TCC	Tentative Manpower Requirements:	Tentative Manpower Requirements: (a) Project manager - 01 with adequate experience of minimum 10 Years in Chimney Civil work. (b) Experienced Civil Engineers - 02 heads	Manpower will be provided as per site requirements & as per schedule which will be prepared for BHEL approval after award of order.	Tender Condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

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			<ul style="list-style-type: none"> (c) Experienced Foreman / Supervisors - 6 heads (d) Planning & Billing Engineer - 01 heads (e) Stores, Gate Pass - 01 heads (f) Accounts & Administration- 01 head (g) Quality Control Engineer/Chemist - 01 head (h) Safety Engineer (officer) - 01 head per Shift (i) Surveyor - 02 heads capable to handle total station (j) Operator, Licensed Electrician, Mechanic - As per requirement (k) Experienced Carpenters & Helpers - lot for similar nature of work (l) Experienced Bar Benders & Helpers - lot for similar nature of work. (m) Security Guards (Round The Clock) - As per requirement 		
16.	Clause no. 1.10 of Vol- IC-GCC	SECURITY DEPOSITThe total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.....	<p>It should be Maximum 3% as per announcement of finance minister on 12/11/2020.</p> <p>Security BG will have initial validity of 1 year and same will be extended before expiry</p>	Tender Condition shall prevail.
17.	Clause no. 2.14 of Vol-	Quantity Variation	The quantities given in the contract are tentative and may change to any extent (both	No compensation becomes payable in case the variation of the final executed contract	Tender condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

Sr. No.	Documents Reference	Subject	Tender Terms & Condition	Bidders' Deviation/ Query	BHEL Clarification
	IC-GCC		in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value.	value is within the limit of Minus (-) 10% of awarded contract value." The quantity variation of individual items shall remain within +/- 15%. Please also specify compensation / calculation.	
18.	Clause no. 2.21 of Vol- IC-GCC	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 particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. <u>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</u>	As per the latest honorable Supreme Court Judgement <u>QUOTE:</u> "A Party interested in the outcome of the award loses the right to appoint the Arbitrator" In view of the above it is suggested that we may select a neutral Arbitrator though IITArb (Indian Institute of Technical Arbitrators) or ICA (Indian Council of Arbitration) or through court.	Tender Condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

Sr. No.	Documents Reference	Subject	Tender Terms & Condition	Bidders' Deviation/ Query	BHEL Clarification
			<u>complete Notice. The language of arbitration shall be English.</u>		
19.	Clause no. 2.8 of Vol-IC-GCC	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC (Revised w.e.f 09th Apr 2013). <u>Minimum Wage</u>	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, Payment of Bonus & Gratuity Act, Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' welfare Cess Act, 1996 and other Acts, Rules and Regulations for labour/workers as applicable and may be enacted by the State Government & Central Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.	Basis of Minimum wages should be State where the work is being executed.	Tender Condition shall prevail.
20.	Clause no. 2.13 of Vol-IC-GCC	INTEREST BEARING RECOVERABLE MOBILISATION ADVANCES	Normally no advance is payable to the contractor. However, Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value.....	To avoid the negative cash flow, Please provide Interest Free Advance of 10% as follows:- 1. 5% advance (Interest Free) excluding of GST with LOI/LOA & against submission of Advance Bank Guarantee for equivalent amount	Tender Condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

Sr. No.	Documents Reference	Subject	Tender Terms & Condition	Bidders' Deviation/ Query	BHEL Clarification
				<p>2. 5% advance (Interest Free) excluding GST against mobilisation of following:</p> <p>2.1 Setting of site office, store.</p> <p>2.2 Labour camp for initial work.</p> <p>2.3 Mobilisation of workers and staff for initial work.</p> <p>2.4 Completion of formalities for Labour Licence.</p>	
21.	Clause no. 2.7.9 of Vol-IC-GCC	LIQUIDATED DAMAGES/PENALTY	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-----	<p>Limit of 10% LD is very high. We request to modify as follow:-</p> <p>1.1 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 Bidder.</p> <p>1.2 The maximum amount of liability of Bidder for LD & other penalties will be maximum of 5% of contract value.</p> <p>1.3 Grace Period of 2 months will be allowed for imposition of LD.</p> <p>1.4. LD will not be imposed back dated. BHEL will give prior notice to Contractor in this regard.</p>	Tender Condition shall prevail.
22.	Vol-ID-Forms & Procedures	---	Formats of BG's i.e. SDBG, PBG etc.	Format will be duly vetted by our bankers & thereafter BG, SDBG / PBG will be submitted. We will submit Bank Guarantees from Societe Generale /Barclays Bank.	Tender Condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

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23.	General	---	Bank Guarantees	BHEL will give advance notice of 60 days to Contractor for any action to be taken by BHEL on Bank Guarantees.	Tender Condition shall prevail.
24.	General	Time Extension (EOT)	Time Extension (EOT)	EOT/time extension shall be decided by BHEL within 1 month of the receipt of EOT application submitted by Contractor.	Tender Condition shall prevail.
25.	General	Fabricated Structure Steel	Fabricated Structure Steel	We request you to allow fabrication of structural steel in fabrication yard at site	Tender condition shall prevail.
26.	Drawings	GA Drawing of Chimneys	Missing	Please provide the GA drawing for chimneys.	GA drawing shall be provided after award of contract.
27.	Chapter-XI- BOQ Item Sl no. C4005 of Section-C	Design, supply and installation of borosilicate glass block lining system-----	Design, supply and installation of borosilicate glass block lining system-----	Please clarify whether BSGB will be free issued by BHEL as per TCC or not. Please also mention that BSGB will be free issued by BHEL in BOQ	Borosilicate Glass Block, Adhesive membrane, Primer Shall be provided free of cost by BHEL.
28.	Clause no. 4.2 of Chapter-IV of Vol-IA-TCC	Computer Infrastructure	The successful bidder(s) will have to establish computerized project management system along with one supervisor with sufficient computer knowledge (knowledge of MS office) and the following are the minimum requirements of the system-----	We understand that we will have to provide these facilities to BHEL on the actual start of the project. Kindly confirm.	Tender Condition shall prevail
29.	General	-	CERTIFICATE TOWARDS COMPLETION	The protocol for inviting BHEL / NTPC officials is not defined in the tender. It may be considered to allow contractor 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	Tender condition shall prevail.

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

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				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 remedify such deficiencies.	
30.	General	Contractor All risk (CAR) Policy	Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Tender Condition shall prevail.
31.	Clause no. 12 of Annexure- 12 'Important Information' of NIT.	-	Bank Guarantee issued by BHEL Consortium Bank.	Contractor will issue Bank Guarantee from Societe Generale / Barclays Bank PLC.	Tender Condition shall prevail.

All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing. Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL → www.eprocurebhel.co.in

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you,
Yours faithfully,

AGM (Purchase)

Enclosure:

1) Annexure-A: Bid Security Declaration Format

Ref: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378/Corg-01

Date: 06/03/2021

Annexure-A

Bid Security Declaration Form

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: NIT/Tender Specification No: BHE/PW/PUR/KNFGD-CHIMNEY-PKG-A-U-4/2377/PKG-B-U-5/2378

PACKAGE-A: CIVIL AND STRUCTURAL WORKS OF 150M RCC SINGLE FLUE CHIMNEY OF **UNIT-4** AT NTPC KORBA STAGE-II (3X500MW) FGD PACKAGE.

AND

PACKAGE-B: CIVIL AND STRUCTURAL WORKS OF 150M RCC SINGLE FLUE CHIMNEY OF **UNIT-5** AT NTPC KORBA STAGE-II (3X500MW) FGD PACKAGE..

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory
(With Name, Designation and Company seal)**

Place:

Date: