

Corrigendum 02 Dated 25/11/2025
CPC Tender No.: BHEL/CPC/RTP/CHM/26/055

Work Description: CONSTRUCTION OF ONE (1) NOS. 275 M TALL TWIN FLUE RCC CHIMNEY COMPLETE IN ALL RESPECT INCLUDING CHIMNEY RCC WIND SHIELD, SUPPLY FABRICATION & ERECTION OF STEEL FLUE CANS, SUPPLY, FABRICATION & 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 CHIMNEY RAFT & BOROSILICATE SUPPLY AND ITS INSTALLATION) FOR 2X660 MW DVC RAGHUNATHPUR SG ISLAND PACKAGE

A). Some of the Bidders sought clarifications in regard to the published tender specification. The clarifications issued by BHEL are as below: -

Sl. No.	Reference clause of tender document	Existing Provision	Bidder Query	BHEL's Clarification
1.	MAJOR HIGHLIGHTS OF THE TENDER	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
2.	Clause 2.5.7 TECHNICAL CONDITIONS OF CONTRACT	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.	This clause may please be deleted, as Excavation and Raft works do not fall under BIL's scope. These activities shall be undertaken by the Raft contractor	Hard Barrication for excavated area shall be the Raft Contractor's scope.
3.	Clause 2.5.13 TECHNICAL CONDITIONS OF CONTRACT	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 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

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4.	Clause 3.11.1 TECHNICAL CONDITIONS OF CONTRACT	BHEL shall provide Labour Shed (upto 2 Nos.) for approx. 250 labours (125 labours per shed) on chargeable basis in line with the contractor's mobilization plan for chimney work. Contractor shall intimate mobilisation plan for labourers for Chimney Work and BHEL shall allot labour shed accordingly. The cost of each labour shed is Rs 65.00 Lakhs. This amount (on the basis of sheds handed over to contractor) will be recovered progressively from the contractor R A Bills at a rate of 15% of the gross RA Bill amount from each running bill until the full cost is recovered.	We request clarification on whether it is mandatory to procure the labour sheds on a chargeable basis from BHEL, or if the Bidder is permitted to arrange the same independently, given that the cost per shed is significantly high. Kindly confirm if opting for only one labour shed, based on actual requirement, is permissible. Furthermore, we request that the cost of each labour shed be revised and reduced to ₹20 Lakhs in place of the presently quoted ₹65 Lakhs	BHEL has made provision for providing up to two labour sheds to the Chimney Agency on a chargeable basis. However, only one labour shed may be opted for, based on actual requirement. It is mandatory for the Chimney Agency to avail at least one labour shed. All other terms and conditions of the tender shall remain applicable.
5.	Clause 6.1 & 6.2 TECHNICAL CONDITIONS OF CONTRACT	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Twenty-Four (24) 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 6.2.4 Flue Can Fabrication and Erection (M2) - 22th Months 6.2.5 External Painting - 23 th Month	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Thirty Months (30) 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 th Months 6.2.2 Completion of RCC shell & Installation of Temporary Aviation Light. (M1) – 13 th Months 6.2.3 Completion of platform beams fabrication and erection – 18 th Month 6.2.3 Slipform Dismantling – 19 th Months 6.2.4 Flue Can Fabrication and Erection (M2) – 25 th Months 6.2.5 External Painting – 29 th Month	Tender conditions shall prevail

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		6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 24th Months	6.2.6 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc. - 30 th Months	
6.	Clause No. – 7.2 TECHNICAL CONDITIONS OF CONTRACT	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%	A mobilization advance of 5% (interest-free), excluding GST, shall be released in a single installment without the requirement of a Bank Guarantee, subject to submission of the tool deployment as stipulated 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
7.	Clause No. 6.1.7 SCC	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. 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

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8.	Sub clause ii. of Clause No. 2.7.2.2 Remedies in case of Breach of Contract of General Condition of Contract (GCC)	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
9.	Clause No. 2.7.7 General Conditions of Contract	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: 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.	Compensation to be paid as per mutual agreement.	Tender conditions shall prevail

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		<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>		
10.	Clause No.2.14 GCC	<p>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>	<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

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11.	Clause No. 2.20 GENERAL CONDITIONS OF CONTRACT	<p>2.20.1 "Force Majeure" shall mean circumstance which is:</p> <p>2.20.1.1.1 beyond control of either of the parties to contract.</p> <p>2.20.1.1.2 Either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>2.20.1.1.3 Having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>2.20.1.1.4 Is not substantially attributable to either of the parties And prevents the performance of the contract.</p> <p>Such circumstances include but not limited to 2.20.1.2 War, hostilities, invasion, act of foreign...</p>	<p>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, 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.</p>	Tender conditions shall prevail
12.	Clause No. 2.21.2 GENERAL CONDITIONS OF CONTRACT	<p>2.21.2 ARBITRATION & CONCILIATION</p> <p>2.21.2.1 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</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.</p> <p>The place of arbitration shall be New Delhi. New Delhi law shall apply.</p>	Tender conditions shall prevail

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		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		
13.	Clause 2.24 GENERAL CONDITIONS OF CONTRACT	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

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14.	Clause No. 2.27 GENERAL CONDITIONS OF CONTRACT	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
15.	Tech. Spec. S. VI, Part B, Sub-section D-1-7, Cl. 7.05.01	Controlled blasting shall be done by a specialised agency duly approved by Engineer.	This clause may please be deleted, as the Raft Foundation does not fall within the Bidder's scope and, therefore, control blasting is not anticipated to be required	Tender conditions shall prevail
16.	General	Specification of Chimney	Please confirm whether Borosilicate has been excluded from the scope of the subject project specification as a whole, or it has just been excluded from our scope of supply.	Borosilicate work is excluded from bidder's scope
17.	Clause 3.13.1 Chapter – III of TCC	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.	We request BHEL to consider providing construction power at 100 meters (instead of 500M) from battery limit of Chimney, within 1 month (instead of 3 months) from date of start of work. Kindly confirm acceptance.	Tender conditions shall prevail

Sl. No.	Reference clause of tender document	Existing Provision	Bidder Query	BHEL's Clarification
18.	Clause 3.13.1 Chapter – III of TCC	However, contractor has to deploy DG Sets to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project at no extra cost to BHEL.	Bidder shall be deploying DG set as per requirement at site with no extra cost. However, running charges of the DG in the event of non-availability of power (provided by BHEL) for more than continuous 8 hours in any instance shall be reimbursed by BHEL. Kindly confirm acceptance.	Tender conditions shall prevail
19.	Clause 3.14.1 Chapter – III of TCC	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 & preferably within 1 KM from Chimney location	We request BHEL to consider providing construction water at 100 meters (instead of 1000M) from Chimney location, within 1 month (instead of 3 months) from date of start of work. Kindly confirm acceptance.	Tender conditions shall prevail
20.	Clause 3.10.1 Chapter – III of TCC	BHEL shall provide free of charge limited open space for office, storage shed and laydown area as and where made available by Customer.	BHEL has to ensure availability of land for storage, fabrication, slip-form material storage etc. within reasonable distance from Chimney location. Please confirm.	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
Manager/ SCT- CPC