

Corrigendum 03 Dated 23/10/2025
CPC Tender No.: BHEL/CPC/SNG/CHM/26/049

Work Description: 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) FOR 1X800 MW SCCL MANCHERIAL STPP-II

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.	Clause No. 8 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 No. 4 MAJOR HIGHLIGHTS OF THE TENDER	Over Run Compensation (ORC) As per GCC clause 2.12) - 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.
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.....	We request BHEL to arrange Medical Centre & 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	
4.	Clause 2.5.14 TECHNICAL CONDITIONS OF CONTRACT	The complete works shall be carried out as per BOQ cum Rate schedule. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause	VENDOR 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.

		2.15.7. However, contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer which will be binding on the contractor.		
5.	Clause 2.5.15 TECHNICAL CONDITIONS OF CONTRACT	Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.	VENDOR 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.
6.	Clause 2.7 TECHNICAL CONDITIONS OF CONTRACT	The bidder will have to provide One (01) 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,	As Chimney contract is very small compared to other works. VENDOR request BHEL to delete providing these facilities to BHEL	Tender conditions shall prevail.

		<p>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, ACPI Compliant, OEM AC Adaptor suitable for 230V supply, Should come pre-installed with Windows 11 Professional Edition or latest version with 64bit latest service pack, OEM carry bag to be supplied with OS Certification from Microsoft and required software like MS Office 2010 Professional, AutoCAD 2011, ADOBE PDF CREATOR (version 8.0) with one laser jet printer compatible for A4 and A3 size printing with power backup at places, as per instruction of BHEL.</p> <p>All software/hardware component supplied with the laptops/computer shall be properly licensed</p>		
7.	<p>Clause 3.11.1 TECHNICAL CONDITIONS OF CONTRACT</p>	<p>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.</p> <p>Contractor shall intimate mobilization plan for labour for Chimney Work and BHEL shall allot labour shed accordingly.</p> <p>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</p>	<p>Provision of Labour Sheds (up to 2 Nos.) along with electricity and water facilities shall be made on a free-of-cost basis, as the charge of ₹65.00 lakhs per shed is considerably high</p>	<p>Tender conditions shall prevail.</p>

		the gross RA Bill amount from each running bill until the full cost is recovered. Ownership of the labour sheds will be transferred to the contractor once the full amount is recovered. The contractor shall be allowed to take away the labour shed with prior permission of BHEL Engineer in Charge.		
8.	Clause No. 3.13.1 TECHNICAL CONDITIONS OF CONTRACT	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.
9.	Clause No. 3.14 TECHNICAL CONDITIONS OF CONTRACT	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,	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.
10.	Clause No. 4.1 TECHNICAL CONDITIONS OF CONTRACT	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....	After the award of order, the T&Ps schedule will be prepared by VENDOR for BHEL approval.	Tender conditions shall prevail.
11.	Clause 4.1.28 TCC	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.

12.	Clause 6.1 TECHNICAL CONDITIONS OF CONTRACT	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 to proceed for mobilization of equipment & manpower. The mobilization will be done by VENDOR within 30 days of receiving NTP from BHEL.	Tender conditions shall prevail.
13.	Clause No. 6.1 TECHNICAL CONDITIONS OF CONTRACT	START DATE / ZERO DATE Date of Start of work shall be considered as 15 days after date of LOA or as instructed by BHEL in writing.	The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site agreed in writing by BHEL & VENDOR 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.
14.	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-Eight (28) Months from the date of start of work in a manner required by BHEL to match with the project schedule. 6.2.1 Completion of Chimney Raft - 5th Month. 6.2.2 Slip-form Assembly and Erection Completion (M1) - 7th 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-Two (32) Months from the date of start of work in a manner required by BHEL to match with the project schedule. 6.2.1 Completion of Chimney Raft - 6th Month.	Tender conditions shall prevail.

		6.2.3 Completion of RCC shell & Installation of Temporary Aviation Light. (M2) - 15th Month 6.2.4 Slipform Dismantling - 17th Month 6.2.5 Completion of platform beams fabrication and erection - 19th Month 6.2.6 Flue Can Fabrication and Erection - 24th Month 6.2.7 External Painting - 27th Month 6.2.8 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc - 28th Months	6.2.2 Slip-form Assembly and Erection Completion (M1) - 8th Month. 6.2.3 Completion of RCC shell & Installation of Temporary Aviation Light. (M2) - 18th Month 6.2.4 Slipform Dismantling - 19th Month 6.2.5 Completion of platform beams fabrication and erection - 21th Month 6.2.6 Flue Can Fabrication and Erection - 28th Month 6.2.7 External Painting – 31 st Month 6.2.8 Completion of all Balance Misc. Works like electrical item installation, including erection of elevator etc - 32 Months	
15.	Clause No. – 6.6 TECHNICAL CONDITIONS OF CONTRACT	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.
16.	Clause No. – 7.1.2 TECHNICAL CONDITIONS OF CONTRACT	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. 	Final bill to be released within 45 days	Tender conditions shall prevail.

		<ul style="list-style-type: none"> • 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. 		
17.	Clause No. – 7.2 TECHNICAL CONDITIONS OF CONTRACT	<p>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:</p> <ol style="list-style-type: none"> 1. For Mobilization of Batching Plant, Cement Silo, Hydraulic Excavator /Poclain -1 nos, 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% 	<p>5% mobilization advance (Interest Free) excluding GST in single installment should be release without BG against submission of installment as per mentioned below:</p> <ol style="list-style-type: none"> 1. For Mobilization of Batching Plant, Cement Silo, Hydraulic Excavator /Poclain -1 nos, 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.

18.	Clause No. – 7.4 TECHNICAL CONDITIONS OF CONTRACT	The contractor shall maintain the labour sheds 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 will create negative cash flow.	Tender conditions shall prevail.
19.	Clause No. – 8.2.9 TECHNICAL CONDITIONS OF CONTRACT	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.	Please delete this clause.	Tender conditions shall prevail.
20.	Clause No. 9.6 TECHNICAL CONDITIONS OF CONTRACT	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.
21.	Clause no. 2.0 SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural	General Services to be rendered by the bidder	VENDOR 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	Tender conditions shall prevail.

			specifications will be on extra charge basis.	
22.	Clause no. 5.6 SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural	-----Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc. as per the requirement of BHEL/Customer-----	Please clarify that CAR Policy & MARINE CUM ERECTION INSURANCE (MCE) POLICY will be taken by BHEL	Tender conditions shall prevail.
23.	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 VENDOR will be allowed to Set up Batching Plant, Fabrication yard nearby working area.	Tender conditions shall prevail.
24.	Clause No. 6.4.4.4 SCC	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.
25.	Clause No. 6.4.4.6 SCC	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.
26.	Clause No. 10.4 SCC	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,	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.	Tender conditions shall prevail.

		<p>statutory payments, outstanding dues etc. and other dues in the meanwhile.</p> <p>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.</p>	<p>80% Payment should be released within 7 days & balance 30% payment should be released within 30 days.</p>	
27.	Clause No. 1.10.3 Note (2) GCC	<p>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.</p>	<p>Interest Should be [@ (Repo rate + 2%) at monthly rest plus GST] for the delayed period</p>	<p>Tender conditions shall prevail.</p>
28.	Clause 1.10.6 GENERAL CONDITIONS OF CONTRACT	<p>The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + guarantee/ warrantee/ defect liability obligations + 3 months</p>	<p>Please allow initial validity of 1 year for security deposit. Validity will be extended well before expiry.</p>	<p>Tender conditions shall prevail.</p>
29.	Clause No. 2.7.2.2 General Condition of Contract	<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 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</p>	<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.</p>	<p>Tender conditions shall prevail.</p>

		to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.		
30.	Clause No. 2.7.3 General Condition of Contract	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.
31.	Clause No. 2.7.7 General Conditions of Contract	<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,</p> <p>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</p>	Compensation to be paid as per mutual agreement	Tender conditions shall prevail.

		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		
32.	Clause 2.7.9 GENERAL CONDITIONS OF CONTRACT	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 VENDOR 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.
33.	Clause No. 2.8.3 General Condition of Contract	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,	Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.	Tender conditions shall prevail.

		Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970-----		
34.	Clause 2.11 GENERAL CONDITIONS OF CONTRACT	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.
35.	Clause No.2.14 GCC	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 VENDOR in case of reduction in quantity of any item. VENDOR 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.
36.	Clause No. 2.20 GENERAL CONDITIONS OF CONTRACT	2.20.1 "Force Majeure" shall mean circumstance which is: 2.20.1.1 beyond control of either of the parties to contract.	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	Tender conditions shall prevail.

		<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</p> <p>2.20.1.2 War, hostilities, invasion, act of foreign enemies</p>	<p>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, VENDOR 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>	
37.	Clause No. 2.21 GENERAL CONDITIONS OF CONTRACT	<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'),</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.

		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		
38.	Clause 2.24 GENERAL CONDITIONS OF CONTRACT	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 VENDOR details of any defects / damages / defective workmanship if noticed in any of the materials / services as per "Scope of Work" (Called Punch List) and VENDOR shall rectify the punch list free of cost to the full satisfaction of BHEL. Within 15 days of intimation by VENDOR 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 VENDOR or when the Principal Employer cum the Owner starts the use of structures whichever is earlier.	Tender conditions shall prevail.

39.	NIT Clause no. 19 Reverse Auction & SL no. 11 of Major Highlight of Tender	NIT Clause no. 19 Reverse Auction – Not applicable	There is difference in NIT clause 19.0 & SI no. 11 of Major Highlight of Tender. Please clarify.	Please refer Clause no. 19 of NOTICE INVITING TENDER. Reverse Auction is not applicable for this tender.
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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