

Corrigendum 12 Dated 25/06/2026

CPC Tender No. BHEL/CPC/KRW/EPC_RW_INTAKE/27/010

Work Description: EPC Package - Design, Engineering, Manufacturing, Supply, Civil, Structural & Architectural Works, Erection, Testing and Commissioning of Raw Water Intake System including Pump House, Forebay, Channel/Duct and Cross-Country Pipeline up to PT Plant at 2X660MW Super Critical Thermal Power Project, HTPS, Korba West, Chhattisgarh

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's Query	BHEL's Clarification
1	General	Mechanical	Kindly confirm whether 2 nos trash screen per sump/pump pit need to be provided. The existing pump house for 1X500 MW consists of 1 nos trash screen per sump/pump pit and the same is evident from the schematic drawing shared along with the Tender Document. Kindly clarify.	Bidder to refer Section 2.11 MECHANICAL SPECIFICATION - PART-1, Cl. 2 (g), Page 7 of 879 of Technical Specification.
2	General	Mechanical	Kindly confirm whether Raw Water pipeline to be laid from pump house to PT plant shall be overground or underground. We understand that pipe stretches where road crossing shall be required, pipe to be routed underground through a carrier pipe to be installed by jack pushing/HDD method. Kindly clarify.	Please follow the project Technical specifications. However, the decision regarding whether the Raw Water pipeline shall be laid overground or underground shall be finalized during detailed engineering based on site constraints, suitability, constructability, and overall project requirements. The final routing and laying methodology shall be subject to owner's approval.
3	General	Electrical	Kindly confirm whether earthing provision for BHEL supplied equipment have to be considered in RWIS vendor's scope.	Refer scope matrix of Electrical system equipment Sl no 26 remarks column. Same is under bidder's scope.
4	General	Electrical	Kindly confirm whether the red line-marked cable route (approx. 2.5 km) falls under the client's SITC scope?	Red line marked cable route from 11kV MV SWGR in main plant to TP-1B (approx. 900m) is in BHEL scope. However green line marked cable route from TP-1B till RWPH (approx. 1.6km) is in bidder's scope and total cable route length of (approx. 2.5km) from main plant to RWPH shall also be in bidder's scope.

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5	General	Electrical	Kindly confirm the recommended cable laying option for 4 Nos. 11 kV HT cable over a length of 1.6 km from TB-1B to RWPH ? (i.e. cable trench / HDPE pipe / direct buried). Cable Size of 11kv HT Cable is not mention in tender SLD . please share the details if any	Bidder to decide cable laying methodology as per site suitability and as per provisions of technical specification. HT cable size shall be decided by Bidder based on switchgear rating and voltage drop and as per technical specification requirement.
6	General	Electrical	All motor control, starting, and protection systems shall be under vendor scope in seprate PMCC Panel?	HT switchgear is in BHEL scope so HT motor control/protection shall be in BHEL scope. However LT motor control and protection shall be under bidder's scope. Refer Scope matrix for Electrical system equipment.
7	General	Electrical	Please confirm MV VFD is in Whose Scope	VFD as applicable shall be in bidder's scope. Refer Scope matrix for Electrical system equipment Sl no 9.
8	General	Electrical	What will be the Bypass arrangement (DOL/ Star-delta)	Please refer Electrical portion SUB-SECTION II-B-03 Chapter VFD clause no 8.00.00.
9	General	Electrical	Testing of the items which are not part of scope (ie Transformer, HT breaker panel) is in whose scope?	Testing and commissioning of Transformer, 6.6kV HT breaker panel is in bidder's scope. Refer Scope matrix for Electrical system equipments Sl no 2,3 &5.
10	General	Electrical	if we will hook up with existing DDCMIS system or we have to consider a separate system.	The electrical system shall be controlled from DDCMIS (by BHEL) placed in Raw water intake control Room. Refer C&I Annexure-I enclosed in the C&I portion of the specification. Further this shall be connected with main plant DDCMIS.
11	General	Electrical	If the DDCMIS is separate it will be stand alone or intigrated with master system?	
12	General	Electrical	If the IMC will be aplicable to Starter system(VFD)	Please refer SUB-SECTION-B-0, GENERAL ELECTRICAL REQUIREMENTS section clause no 3.06.00 (f) regarding IMC.

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13	General	I&C	Saparate PLC Room required or not?	Yes. Please note that DDCMIS based control is envisaged in place of PLC. The same (Raw water intake control Room) is already indicated in Annexure-I enclosed in the C&I portion of the specification. Tentative size of this control room shall be 15 X 5 M.
14	General	I&C	If the there will be a different SCADA for instrument or there will be one DDCMIS which carter both Electric Parameters & Instrument Parameter	Please note that SCADA shall be common for C&I and Electrical Systems.
15	General	I&C	If instrument scada is not intigrated with electrical SCADA then is it going to be stand alone or monitor through a centralized system	
16	General	I&C	If the temperature of Busduct needs to be monitored	As per specification requirement.
17	General	I&C	if there is a specific make and model for relay system	The make/model shall be as per NTPC/BHEL's approved vendor list. (Doc no PE-TS-530-RWI-A003-SUB VENDOR LIST- RAW WATER INTAKE SYSTEM)
18	General	Civil	Kindly provide the HFL at the proposed site for intake well	Bidder to collect information for the same. However, refer details of existing raw water pump house and Annexe.
19	General	Civil	Kindly provide the Bed level of proposed intake well foreway channel	Bidder to design and finalize bed level as per system requirement. However, refer details of existing raw water pump house and Annexe for reference purpose only. Please refer to <i>Annexure-A</i> of this corrigendum.
20	General	Civil	Kindly Provide the SBC and ground table and other soil properties of proposed intake well.	Geotechnical data and Net SBC of proposed Raw water pipe line and Raw water pump house location is already available in SUB-SECTION- D-1-7 FOUNDATION SYSTEM AND GEOTECHNICAL DATA

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				of tender specification -Annexure Doc no #PE-TS-530-600-C001-CIVIL GENERAL SPEC-SECTION-C.
21	General	General	Providing of incumbrance free land should be condition precedence. Also, in case of delay in handing over the land, adequate compensation to be given.	Tender condition shall prevail.
22	General		Please arrange to provide Annexure- E.7 (Electrical SLD) as mentioned on tender documents.	Attached as <i>Annexure-B</i> with this corrigendum.
23	Clause 1.2.6 of General Conditions of Contract (GCC)	The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land,.....	<p>The referred clause requires the Tenderer to have foreseen all difficulties and costs and further restricts any future claims/disputes arising from unforeseen or unforeseeable difficulties.</p> <p>Since a bidder can assess and price risks only on the basis of the Tender Documents, available project information, and reasonable due diligence prior to bid submission, kindly clarify whether the said clause is intended to apply only to risks and conditions that are reasonably foreseeable and ascertainable at the bidding stage and not to risks, events, conditions, or costs that could not reasonably have been anticipated or quantified by a prudent contractor. Further, kindly clarify that the clause shall not operate as an absolute waiver of all contractual rights and remedies available under the Contract.</p>	Tender condition shall prevail.
24	Clause 1.6 (v) of GCC	Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL.....	Kindly clarify the circumstances under which BHEL may decide not to award the contract to a technically qualified and commercially responsive L1 bidder despite emergence as L1 and whether such decision shall be supported by	Tender conditions shall prevail.

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			objective reasons in accordance with the tender conditions.it should not be arbitrary.	
25	Clause 1.9.5	EMD of successful tenderer will be retained until the receipt of full Security Deposit amount.	Please clarify whether EMD of successful bidder will be converted into Security deposit or it will be returned.	EMD of successful tenderer will be retained until the receipt of full Security Deposit amount. However, cash portion of EMD of successful tenderer can be adjusted as part of Security Deposit on request of successful bidder.
26	Clause 1.10.1 of GCC	In case of delay in submission of Security Deposit, a penalty equivalent to interest for the delayed period (@ Repo rate + 4%) shall be submitted by contractor in Cash/ Cheque/ DD/ Pay-order else BHEL shall recover the same from their first RA Bill. This penalty for the delayed period would be non-refundable. However, in any case, the delay in submission of Security Deposit should not exceed beyond 90 days from the date of start of work, else BHEL reserve the right to consider it as non-compliance of contractual conditions and may act as per clause 2.7.2. of GCC i.e. Breach of Contract	Kindly clarify whether the penalty under Clause 1.10 shall be applicable only where the delay in submission of Security Deposit is solely attributable to the contractor and shall not apply where such delay arises due to reasons attributable to BHEL or pending contractual formalities beyond the contractor's control	Tender condition shall prevail. As per Clause 1.10 of GCC, vendor shall submit Security deposit for 5% of individual Work Order (WO) within 30 days from issuance of WO by BHEL.
27	Clause 1.10.4 of GCC	In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below.....	Clause 1.10.4 requires enhancement of Security Deposit whenever the value of work exceeds the awarded/accepted value. Kindly clarify whether such enhancement shall also apply where the increase in contract value arises solely due to BHEL-directed quantity variations, change orders or additional scope of work, considering that the Contract already provides for Performance Security, Liquidated Damages, termination and other contractual remedies. Further, kindly clarify the methodology for	Tender condition shall prevail. Enhanced Security Deposit will be 5% of enhanced value of work.

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			calculation of the enhanced Security Deposit in such cases.	
28	Clause 1.10.5 of GCC	The validity of Bank Guarantees/ Insurance Surety Bonds towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor at their own cost till the expiry of the guarantee period plus 3 months or acceptance of Final Bills of the Contractor by BHEL whichever is later. No additional amount shall be payable to the contractor towards bank charges or commission whatsoever.	Clause 1.10.5 requires the Security Deposit Bank Guarantee to remain valid till expiry of the Guarantee Period plus three months or acceptance of Final Bills by BHEL, whichever is later. Kindly clarify whether the contractor shall be required to keep the Bank Guarantee alive beyond the Guarantee Period where delay in processing or acceptance of Final Bills is not attributable to the contractor.	Tender conditions shall prevail.
29	Clause 1.10.6 of GCC	BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.	Clause 1.10.6 provides for forfeiture of Security Deposit and adjustment thereof against claims arising under other contracts. Kindly clarify whether such forfeiture/set-off shall be effected only upon determination of the contractor's liability under the relevant contract and after issuance of prior notice to the contractor	Tender conditions shall prevail.
30	Clause-1.15 of GCC	REJECTION OF TENDER AND OTHER CONDITIONS	There must be valid reason for accepting/rejecting BIDS even if tender clause stipulates otherwise.	Please refer Clause 1.15 for conditions for Rejection of Tender.
31	Clause-1.15.14 of GCC	In the event of end customer cancel / placed on hold / otherwise modify the contract with BHEL, against which the subject tender is issued, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of tendering process without any financial implications on BHEL..	Clause 1.15.14 permits BHEL to cancel, hold or modify the tender without financial implications in the event of corresponding action by the end customer. Kindly clarify whether this provision is intended to apply only during the tendering stage prior to award of contract, and whether the same shall remain applicable after issuance of Letter of	Tender conditions shall prevail. Please refer clause 2.7.8 and 2.17 of GCC.

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			Intent/Letter of Award or after the contractor has incurred obligations, furnished securities, or undertaken activities pursuant to BHEL's instructions.	
32	Clause 2.5.2 of GCC	If the contractor fails to start the supply/work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.	Clause 1.15.14 permits BHEL to cancel, hold or modify the tender without financial implications in the event of corresponding action by the end customer. Kindly clarify whether this provision is intended to apply only during the tendering stage prior to award of contract, and whether the same shall remain applicable after issuance of Letter of Intent/Letter of Award or after the contractor has incurred obligations, furnished securities, or undertaken activities pursuant to BHEL's instructions.	Bidder query clause no and Tender document clause no are not same.
33	Clause 2.7.2.2 of GCC	Remedies in case of Breach of Contract	Clause 2.7.2.2 provides for recovery of an amount equivalent to 10% of the Contract Value upon termination for breach. Kindly clarify whether the said 10% shall be computed with reference to the entire Contract Value or only with reference to the unexecuted/balance scope of work remaining at the time of termination. Also, kindly clarify whether recovery of 10% of Contract Value upon termination for breach is in addition to Liquidated Damages, Risk & Cost recovery and other contractual remedies available to BHEL.	The 10% recovery upon termination for breach under Clause 2.7.2.2 shall be computed with reference to the total awarded Contract Value. Recovery of 10% of Contract Value upon termination for breach shall be in addition to liquidated damages, debarment, termination, de-scoping, short-closure, etc. as per provisions of the contract as per clause 2.7.2.2 of GCC.
34	Clause 2.7.4 of GCC	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason whatsoever.	Clause 2.7.4 permits BHEL to terminate or restrict the scope of work if BHEL's contract with its customer is terminated. Kindly clarify who will bear the treatment or cost of work executed, materials procured, committed liabilities and mobilization costs incurred by the contractor up	Tender condition shall prevail.

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			to the effective date of such termination/restriction.	
35	Clause 2.7.5 of GCC	Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and	Clause 2.7.5 permits withholding and retention of amounts under this or other contracts till final adjudication of claims. Kindly clarify whether amounts not directly connected with the disputed claim may continue to be withheld and whether any mechanism exists for review/release of excess withheld amounts during pendency of arbitration/court proceedings	Tender conditions shall prevail. Please refer Clause 2.18 of GCC for mechanism towards settlement of any dispute.
36	Clause 2.7.5(ii) of GCC No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.	Kindly clarify whether the provision regarding non-payment of interest on withheld amounts shall also apply where the withheld amount is ultimately found not payable by the contractor upon final adjudication	Tender conditions shall prevail.
37	Clause 2.7.7 of GCC	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	Clause 2.7.7 provides that demobilization and remobilization charges shall be as decided by BHEL and that such decision shall be final and binding. Kindly clarify the basis, methodology and parameters that shall be adopted for determination of such charges.	Tender conditions shall prevail.
38	Clause 2.7.7 of GCC 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.	Kindly clarify that remedies under Clause 2.7.2.2 shall be invoked only where failure to remobilize is attributable to the contractor and not where remobilization is affected by non-availability of fronts, drawings, materials, approvals or other circumstances beyond the contractor's control.	Remedies under such conditions shall be as per Clause 2.7.2.2.
39	Clause 2.7.8 of GCC	Short Closure of Contract	Clause 2.7.8 provides for short closure where continuation of work is affected by circumstances not attributable to the contractor. Kindly clarify the methodology that shall be adopted by BHEL for determining the value of the unexecuted	Please refer to clause 2.6 of GCC for measurement of work and mode of payment.

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			portion of work proposed to be deducted from the final contract value.	
40	Clause 2.7.8 of GCC	Reduction in Final Contract Value	Kindly clarify whether the contractor shall be entitled to payment for all works executed, services rendered, site establishment costs and other obligations already performed up to the date of short closure notwithstanding the reduction in final contract value contemplated under Clause 2.7.8.	The contractor shall be entitled for payment for all work executed up to the date of short closure.
41	Clause 2.7.9 of GCC	Liquidated Damages	Please cap the LD to 5% instead of 10%	Tender condition shall prevail.
42	Clause 2.11 of GCC	EXTENSION OF TIME FOR COMPLETION	<p>Clause 2.11 provides that where delay is not attributable to the contractor, the contract period may be extended at the sole discretion of BHEL. Further, pending finalization of Extension of Time, payments may be withheld up to the maximum LD amount.</p> <p>Kindly clarify (a) the timeline within which requests for Extension of Time shall be reviewed and finalized by BHEL, and (b) whether Extension of Time shall ordinarily be granted where the delay is established to be attributable to reasons beyond the contractor's control and not attributable to the contractor, so as to avoid prolonged withholding of payments pending such determination.</p>	Tender condition shall prevail.
43	Clause 2.12 of GCC	Secured Recoverable advances	Clause 2.12.1 provides that the Interest Free Mobilization Advance shall be fully recovered by the time the contract reaches 50% of the original contract period. Kindly clarify whether, in cases where progress of work is affected due to reasons not attributable to the contractor and	Tender condition shall prevail.

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			corresponding Extension of Time is under consideration/granted, the recovery schedule for Mobilization Advance shall also be suitably aligned with such revised completion schedule.	
44	Clause 2.12.3 of GCC	SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE	Clause 2.12.3(v) provides that secured advance shall be fully recovered within 3-4 subsequent RA Bills whether the material is consumed in the work or not. Kindly clarify whether such recovery mechanism shall also apply where consumption of material is delayed due to non-availability of fronts, drawings, shutdowns, customer constraints or other reasons not attributable to the contractor and the material continues to remain available at site for execution of the work.	Tender condition shall prevail.
45	Clause 2.18.2 of GCC	Arbitration	Can entire arbitration clause be replaced with Ad hoc arbitration?	Tender condition shall prevail.
46	Clause -2.18.4 of GCC	No Interest payable to Contractor	Interest to be levied on delay in release of RA bill or final bill.	Tender condition shall prevail.
47			Clause 2.18.4 provides that no interest shall be payable on RA Bills, Final Bills, Retention Amount, Security Deposit or any amount adjudged to be due from BHEL. Kindly clarify the stipulated timelines for certification and release of RA Bills and Final Bills and the remedy available to the contractor in case payment is delayed beyond such timelines for reasons not attributable to the contractor.	Tender condition shall prevail.
48	Clause- 2.19 of GCC	RETENTION AMOUNT	Retention Amount is proposed to be released along with the Final Bill. Kindly clarify whether Retention Amount shall be released upon completion of contractual obligations and expiry of the Defect Liability Period where delay in	Tender condition shall prevail.

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			processing or settlement of the Final Bill is not attributable to the contractor.	
49	Clause 2.20.1(iv) of GCC	Fractional Payment	Clause 2.20.1(iv) provides that fractional payment may be made where work remains incomplete due to non-availability of materials, fronts or drawings and that BHEL's decision shall be final and binding. Kindly clarify the methodology and objective criteria that shall be adopted for determination of such fractional payment.	Clause is self-explanatory. Tender condition shall prevail.
50	Clause 2.21.2 of GCC	Latent Defect Liability	Please consider Latent Defect Liability period for 2 years and not 5 years.	Tender conditions shall prevail.
51	General	General	Please incorporate the clause for termination of contract for contractor convenience as there is no exit clause for contractor.	Tender conditions shall prevail.
52	General	General	No change in law clause. Please incorporate the clause.	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