

Corrigendum - 2 dated 09/05/2024 to CPC Tender No. BHEL/CPC/LRA/BOP-2/25/002

Corrigendum - 2 dated 09/05/2024 to CPC Tender No. BHEL/CPC/LRA/BOP-2/25/002 for the work of “CIVIL AND ARCHITECTURAL WORKS OF WATER SYSTEM PACKAGE (DM, PT ETC.), CWPH, RWPH - excluding Supply of Ready Mix Concrete (RMC), Supply of Cement, & Reinforcement Steel (TMT) AT 2X800 MW NTPC LARA STPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA”.

A) Some of the Bidders had asked queries in 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	Plot Plan & Worker's Accommodation Drawing	No Structural Drawings	<p>As per scope of work, there are following structures are required to be constructed under this contract;</p> <ol style="list-style-type: none">1. CWPH, Sump, Channel, Forebay2. RWPH, Sump, Forebay, Pipe Encasing etc.3. PT Plant4. DM Plant5. Area Paving in Various Locations (incl Boiler Area)6. Misc Pump Houses viz. ACW, DM, Clarified Water7. ClO2 System8. CW Treatment Plant9. CHP Waste Water Treatment Plant10. Miscellaneous Electrical Works11. Service & Clarified Water Tanks12. Control Rooms for Various Facilities13. Other Facilities in BOP Area14. Other Facilities in Water System Part15. Levelling & Grading of Above Areas <p>Request to provide structural / dimensional drawings of above work so the optimized sequencing of resources can be planned along with Nos of shuttering sets.</p>	It will be provided during execution after detailed engineering.

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2	BOQ of Earthwork in Excavation & Backfilling, General Technical Specification 2.5.3	In case the earth required for backfilling is over and above the earth available from the compulsory excavations within the project area, then borrow areas for obtaining suitable fill material shall be arranged by the contractor himself from outside the plant boundary limits and all expenses including royalties, taxes, duties etc. shall be borne by him.	As per BOQ, Earthwork in excavation is about 2.82Lacs Cum and Backfilling quantity is about 9.83Lacs Cum. Please clarify whether successful contractor is required to bring additional backfilling earthwork quantity from outside borrow area or within Lara TPP boundary area. Please confirm. If the outside borrow area earth material required, the BOQ amount weightage of backfilling are on very lower side. Please revise the same and provide borrow area details along with the lead and royalty.	Existing ground level is lower than that of finished ground level hence, backfilling quantity is more. The additional soil required for backfilling, shall be utilized from stacked excavated soil available within or outside plant boundary. Borrowed soil is not envisaged for this scope of work.
3	Labour Colony	Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. Payment of RA bill beyond the period of Three (03) months shall not be released without completion of One (01) set of labour hutment as per drawing and specification.	Please introduce the BOQ item for labour colony payment.	The quoted total price shall be inclusive of the cost of development of labour hutment. No separate payment shall be made.
4	Clause 1.9 GCC, NIT clause 1.0 (VI)	Rs. 30,00,000/- (Rupees Thirty lakh Only)	Is it possible to give entire EMD in the form of BG?	Tender Conditions shall prevail. Refer Clause 1.9.1 ii) & iii) of GCC.
5	Clause 1.10 GCC	Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.	Is this against performance guarantee?	Tender Conditions shall prevail. Refer Clause 1.10.6 & 1.11 of GCC.

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6	Clause 2.22 GCC	Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.	Retention amount shall be deducted in each RA bill @ 5%. Retention amount shall be claimable after 6 months.	Tender Conditions shall prevail.
7	Clause 2.7.9 GCC	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.	LD should be 0.5% per week and maximum up to 5% of contract value.	Tender Conditions shall prevail.
8	clause 2.8.19 GCC	Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.	Idle charges of equipments, manpower etc. due to delay attributed to BHEL / Owner shall be compensated to DGAL.	Tender Conditions shall prevail.
9	Clause 2.13.1 GCC	Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned.	Interest free advance shall be 10% of contract value.	Tender Conditions shall prevail.
10	Clause 2.14.1 GCC	No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 30% of awarded contract value.	Price variation shall be +/- 10% of actual contract value.	Tender Conditions shall prevail.

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11	Clause 2.14.2 GCC	No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule.	Quantity variation above +/- 10% needs to be discussed mutually and rates to be finalised.	Tender Conditions shall prevail.
12	Clause 3.11.1 TCC	Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed as per attached drawing and in compliance of statutory requirements.	We will be building as per compliance of statutory requirements.	Tender specification shall prevail.
13	Clause 3.11.4 TCC	Development of Bidder's temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc. (drawing enclosed for ready reference).	We will be building as per compliance of statutory requirements.	Tender specification shall prevail.
14	Clause 6.3 TCC	The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.	Estimation is based on the schedule provide by BHEL. If any compression is required for completion, then DGAL have to increase resources to meet the schedule. Increase resources cost to be compensated by BHEL on account of acceleration.	Tender specification shall prevail.

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15	Clause 6.6.2 TCC	In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value*, limited to maximum 2% of executable contract value, will be withheld.	As there is already LD clause for overall project, request to follow overall schedule LD clause.	Tender specification shall prevail.
16	Clause 8.4.1 TCC	<p>BOCW Cess is not to be borne by contractor.</p> <p>It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.</p> <p>BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.</p>	These clauses are conflicting. Shall we consider cost of BOCW in our scope or not?	The clauses are self-explanatory. However, bidder has to visit the project site as mentioned in clause 1.1 of TCC for better clarity before submission of offer.

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17	Clause 9.4.1 TCC	Ready Mix Concrete (Design Mix/Nominal Mix) of required grade shall be issued by BHEL at Batching Plant of BHEL's RMC / Other Agency as per relevant BOQ Items. Transportation of Concrete through Transit Mixer from the Batching Plant to Pouring Point & Concrete Pouring through Concrete Pump/ Suitable Boom Placer or other means as per site requirement shall be in the scope of contractor.	Tentative location of batching plant	Batching plant is established within the plant premises. However, bidder has to visit the project site as mentioned in clause 1.1 of TCC for better clarity before submission of offer.
18	Clause 9.9.2 TCC	Workers payment methodology	Workers payment will be thru SC or need to do thru bidder only	Monthly wages payment to the worker shall be made by Bidder, not through any mediator.
19			Working space measurement for excavation is payable or not	Tender specification shall prevail.
20			Need approved vendor list	It is available in Section-C of Technical Specification. However, bidder can apply for approval of new agency at execution stage.
21	Clause 2.1 TCC Clause 3.10.1 TCC		RMS supply is in scope of BHEL	RMC shall be issued by BHEL free of cost as per BOQ cum rate schedule and TCC.
22	BOQ 1101		Damp Proof Coarse- RMC supplied by BHEL?	Concrete for DPC shall be in the scope of bidder however, cement shall be issued by BHEL free of cost.
23	BOQ 1401		RMC supplied by BHEL?	Concrete in flooring shall be in the scope of bidder however, cement shall be issued by BHEL free of cost.
24	BOQ 220		Plum cement - RMC supplied by BHEL?	Plum Concrete shall be in the scope of bidder however, cement shall be issued by BHEL free of cost.

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25	BOQ 223		Cutting – thickness to be mentioned	There is no specific cutting thickness of concrete. However, bidder may consider suitable up to maximum thickness of 900mm.
26	BOQ 300		Can we use NOVA shuttering?	Tender specification shall prevail.
27	BOQ 2117		Need more details like size etc.	It will be provided during execution after detailed engineering.
28	BOQ A107		As per the item no. A107 the filling quantity is approx. 7lakhs CUM and excavation quantity is approx. 2Lakhs CUM then the left quantity is provided by BHEL or not on how many leads. Please Clarify.	Existing ground level is lower than that of finished ground level hence, backfilling quantity is more. The additional soil required for backfilling, shall be utilized from stacked excavated soil available within or outside plant boundary. Lead shall be at actual depending upon location of stacked soil and filling areas.
29			Land for the labour Hutment is provided by the BHEL or Not. Please clarify the availability of Land.	It shall be arranged by Bidder.
30			It is observed that concrete supply is in BHEL scope for the subject tender. In this regard, we suggest BHEL to provide an additional item in BOQ for supply of concrete. In case BHEL encounters any problems in supplying concrete, this concrete supply item may be operated avoiding ambiguity in future.	Tender specification 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
AGM / SCT- CPC**