

Corrigendum - 2 dated 18/03/2025 to CPC Tender No. BHEL/CPC/YNR/ENB-MM/25/084

Name of Work:

PART-A: LEASING OF LAND OUTSIDE PLANT BOUNDARY (APPROX. 56 ACRES) AND DEVELOPMENT OF LEASED LAND (OUTSIDE PLANT PREMISES).

PART-B: DEVELOPMENT OF OPEN STORAGE YARD INCLUDING CONSTRUCTION OF BOUNDARY WALL, ROADS AND DRAINS, STORAGE YARDS, FOUNDATIONS FOR TRANSFORMERS, WEIGH BRIDGE, PANELS, LIGHTING MASTS, OTHER ELECTRICAL / MECHANICAL EQUIPMENT ETC.

PART-C: MATERIAL HANDLING AND MANAGEMENT INCLUDING CCTV SURVEILLANCE SYSTEM & SECURITY SERVICES.

AT 1X800MW DCRTTP, YAMUNA NAGAR, HARYANA, INDIA.

A) Technical Conditions of Contract (TCC): The Following clauses of TCC are revised as below:

Sl. No.	Clause No.	Existing in Tender	Revised As
1	2.1.1	<p>PART-A: LEASING OF LAND AND DEVELOPMENT OF LAND (OUTSIDE PLANT PREMISES): Leasing of land (approx. 56 acres land) for a period of 57 months required for development of:</p> <ul style="list-style-type: none">i. Open storage yard (approx. area 1,23,000 sqm).ii. Closed storage sheds.iii. Fabrication yard.iv. Labour colony.v. Batching plants.vi. Other enabling facilities etc. <p>Note: Bidder shall Identify the Land to be taken on lease (Approx. 56 Acres at one location) within 05 Kms of the Plant premises and shall provide the following documents along with their Bid:</p> <p>1) The Bidder must submit the detailed layout plan of the leased land with distance from the plant and also 'In Principal Agreement / Preliminary Lease Agreement' between bidder and Land owners / Land Aggregators (having the complete legal right of the land) for entering into a land lease agreement for the purposes and period</p>	<p>PART-A: LEASING OF LAND AND DEVELOPMENT OF LAND (OUTSIDE PLANT PREMISES): Leasing of land (approx. 56 acres land) for a period of 57 months required for development of:</p> <ul style="list-style-type: none">i. Open storage yard (approx. area 1,23,000 sqm).ii. Closed storage sheds.iii. Fabrication yard.iv. Labour colony.v. Batching plants.vi. Other enabling facilities etc. <p>Note: Bidder shall Identify the Land to be taken on lease (Approx. 56 Acres at one location) within 05 Kms of the Plant premises and shall provide the following documents along with their Bid:</p> <p>1) The Bidder must submit the detailed layout plan of the leased land with distance from the plant and also 'In Principal Agreement / Preliminary Lease Agreement' between bidder and Land owners / Land Aggregators (having the complete legal right of the land) for entering into a land lease agreement for the purposes and period</p>

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		<p>along with terms and conditions as mentioned in the tender document along with their bid.</p> <p>2) Further following documents shall be submitted by the bidder along with their bid and as part of in-principle agreement:</p> <p>a) Location of identified land on the village map.</p> <p>b) Area of proposed land (Should be approx. 56 acres).</p> <p>c) Land owner details.</p> <p>d) Undertaking from owner that no litigation or court cases are pending.</p>	<p>along with terms and conditions as mentioned in the tender document along with their bid.</p> <p>2) Further following documents shall be submitted by the bidder along with their bid and as part of in-principle agreement:</p> <p>a) Location of identified land on the village map.</p> <p>b) Area of proposed land (Should be approx. 56 acres).</p> <p>c) Land owner details.</p> <p>d) Notarized Affidavit from owner/owners that no litigation or court cases are pending against the Land proposed for leasing.</p>
2	2.7.1.2.8	Necessary permission and statutory clearances (including payments of fees, taxes, levies etc.) as required for removal of plants / trees from the Land shall be in the contractor's scope. No separate payment shall be made to contractor on this behalf.	Necessary permission and statutory clearances (including payments of fees, taxes, levies etc.) as required for removal of plants / trees from the Land, conversion of use of Land (CLU) for the utilization of leased land as per clause no. 2.7.1.2.9 below, etc. shall be in the contractor's scope. No separate payment shall be made to contractor on this behalf.

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

Sl. No.	Reference Tender Document	Reference clause	Existing Provision	Bidder's query	BHEL's Clarification
1	TCC	"Instructions to Bidders" Clause 1.1,	Bidders are required to visit the project site and assess all statutory and mandatory requirements.	For the subject tender, when agricultural land is developed and used as a storage yard, kindly clarify whether Change of Land Use (CLU) is applicable. If the answer is No, please confirm that in case any authority demands CLU at a	Bidder needs to acquire the full knowledge and information regarding the statutory requirements of various authorities for the Tendered scope of work. Charges as applicable w.r.t. statutory obligations shall be in the scope of bidder only. Please refer the TCC for the subject tender (specifically

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Sl. No	Reference Tender Document	Reference clause	Existing Provision	Bidder's query	BHEL's Clarification
				later stage, it shall be the responsibility of BHEL to handle the matter. If the answer is Yes, kindly note that obtaining CLU requires 6 months to 1 year and incurs a significant cost (₹ 20 lac per acre approx). Your prompt response on this matter would be highly appreciated.	clause no. 1.1, 2.7.1.2.3, 2.7.2.4 and revised TCC Clause No. 2.7.1.2.8), wherein it is mentioned that all statutory clearances are in the scope of bidder. Accordingly, clearances and charges regarding 'Change of Land Use' (CLU) if applicable under the statute shall be in the bidder's scope.
2	NIT	23.12	In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.	We understand that action will be taken against Prime Bidder only. Kindly clarify elaborately.	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
Dy Manager/ SCT- CPC**