

Corrigendum - 2 dated 25/07/2025 to CPC Tender No. BHEL/CPC/RTP/CHM/26/029

Corrigendum - 2 to CPC Tender No. BHEL/CPC/RTP/CHM/26/029 for the work of "CONSTRUCTION OF ONE (1) NO. 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 AT 2X660MW RAGHUNATHPUR THERMAL POWER STATION (RTPS), PHASE-II, WEST BENGAL, INDIA".

A) Time Extension: Clause No. 1.0 Salient Features of NIT in NOTICE INVITING TENDER is revised as below:

Sl. No.	Clause No.	Existing in Tender	Extended vide Corrigendum-1	Revised As
1	Sl. No. v) DUE DATE & TIME OF OFFER SUBMISSION.	Date: 18/07/2025, Time: 10:00 Hrs	Date: 25/07/2025, Time: 10:00 Hrs	Date: 01/08/2025, Time: 10:00 Hrs
2	Sl. No. vi) OPENING OF TENDER	Date: 18/07/2025, Time: 16:30 Hrs	Date: 25/07/2025, Time: 16:30 Hrs	Date: 01/08/2025, Time: 16:30 Hrs

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

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Sl. No.	Reference Clause of Tender Document	Existing Provision	Bidder's Query	BHEL's Clarification
1	GCC Cl. 2.31	<p>In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below:</p> <p>I. Contract agreement with its Amendments</p> <p>II. Letter of Award with its Amendments</p> <p>III. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL</p> <p>IV. Notice Inviting Tender (NIT)</p> <p>V. Price Bid</p> <p>VI. Technical Conditions of Contract (TCC)—Volume-1A</p> <p>VII. Special Conditions of Contract (SCC) —Volume-1B</p> <p>VIII. General Conditions of Contract (GCC) —Volume-1C</p> <p>IX. Forms and Procedures — Volume-1D</p>	<p>There is another Order of Precedence at TCC Cl. 2.10.1 which states following order of hierarchy:</p> <ol style="list-style-type: none"> 1. Items Description in BOQ Cum Rate Schedule 2. Technical Conditions of Contract (TCC) 3. Technical Specifications for Customer DVC (Section-C) 4. BHEL's Standard Specification (Section-D) <p>Bidder seeks combined hierarchy or Order of Precedence of GCC Cl. 2.31 and TCC Cl. 2.10.1. Further, Work Order/ Purchase Order shall be one of the items in the Order as well.</p> <p>BHEL to clarify.</p>	TCC Cl. 2.10.1 is the integral part of GCC Cl. 2.31 the order of precedence serial no VI

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2	TECHNICAL SPECIFICATION SECTION-VI, PART-B SUB-SECTION-D-1-7 Cl. 7.01.00	The onus of correct assessment / interpretation and understanding of the existing subsoil condition / data lies with the Bidder. If bidder feels furnished data is inadequate, he may carry out his own geotechnical investigation at site before bidding for his Information at no extra cost and time to owner.	In view of the tender submission timelines and by construct of the tender documents, there is not ample time for any geotechnical information to be gathered by Bidder. Bidder will follow the geotechnical data provided by BHEL/Owner and any deviation shall be allowed for claims. Please confirm acceptance.	Tender conditions shall prevail
3	Conflict between SCC Cl. 7.1 and Tech. Spec. S. VI, Part B, Sub-section D-1-7, Cl. 7.01.00	Cl. 7.01.00 provides that geotechnical data will be provided to Bidder, presumed subsequently that Bidder will design the structure. However, SCC provides that drawings will be issued by BHEL	BHEL to confirm whether Bidder has to carry out the design or otherwise and highlight the superseding clause in this regard.	Design of Chimney is in the BHEL's Scope
4	NTPC Safety Rules Cl. 2.4 a	Safety Supervisor: (i) Possesses recognized degree in any branch of Engineering. OR (ii) Diploma in any branch of Engineering with at least one year construction experience	BHEL is requested to allow any similar designation of Safety Supervisor as allowed for other projects under BHEL	Tender Conditions Shall Prevail
5	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.	Approval, Design, Permission for blasting may take procedural time of about 45 to 60 days. BHEL is requested to assist in the matter and	Raft Foundation is not in the scope of this tender, control blasting may not be required.

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			also not to consider this procedural time as a delay.	
6	TCC Cl. 3.13.1	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
7	TCC Cl. 3.13.1	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
8	TCC Cl. 3.14.1	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

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9	TCC Cl. 3.10.1	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
10	TCC Cl. 2.6.1	<p>Project Manager – 01 Head with 15 Years' experience in Industrial Foundation, Building, Chimney/NDCT/Tall Structures & Power Plant Civil & Architectural Works etc.</p> <p>Asst. Project Managers – 01 Heads with 10 Years' experience in Industrial Foundation, Building & Power Plant Civil & Architectural Work</p>	We request BHEL to reduce PM's experience to 10 Years and Assistant PM's experience to 8 years. It is reasonable and Bidder can perform with these experience parameters. Kindly confirm acceptance.	Tender Conditions Shall Prevail
11	TCC Chapter – IV: T&PS AND MMES	<p>Cl. 4.1.2 Dumper - 3 Nos.</p> <p>Cl. 4.1.7 Batching Plant - 1 No.</p> <p>Cl. 4.1.9 Cement Shed - 1 No.</p> <p>Cl. 4.1.10 Water Pump - 2 Nos.</p> <p>Cl. 4.1.13 TM - 2 Nos.</p> <p>Cl. 4.1.14 Boom Placer - 1 No.</p> <p>Cl. 4.1.20 JCB - 1 No.</p>	<p>Bidder have existing work at the Plant under other Orders from DVC. Hence, the resources specified in TCC will be utilized on shared basis from other Orders. Any specific requirement shall be as finalized during Kick Off Meeting with BHEL.</p> <p>BHEL is requested to confirm acceptance.</p>	Tender Conditions Shall Prevail. Sharing of T& P is not allowed.

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12	TCC Chapter – VI: Time Schedule Cl. 6.6	Provision of Penalty in case of slippage of Intermediate Milestones: In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 above, delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.	As per CEA Report BS May-25, Trial Run date of Unit 8 is in the month of December-2028 and Unit 9 is in April-2029. Hence, as such, having an Order here of 24 months, there is no criticality as such under practical position of the overall project. Hence, provision of Milestone Penalties are coercive and needs to be omitted altogether. BHEL is requested to confirm acceptance.	Tender Conditions Shall Prevail
13	TCC Chapter – VI: Time Schedule Cl. 6.10.3	Guarantee The Engineer shall certify to the contractor the date on which the work is completed and the date thereof for commencement of Guarantee Period. Guarantee Period shall be as given in GCC	From above logic, the Chimey will sit idle for want of Commissioning, Synchronization, Trial Run etc., which is about 1 to 1.5 years. Hence, Guarantee Period shall commence on the date of completion of physical work at site by Bidder (excluding items which will not hamper Commissioning, as stated above). BHEL is requested to confirm acceptance.	Tender Conditions Shall Prevail

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14	TCC Chapter - VII: Terms of Payment Cl. 7.3	PRICE VARIATION COMPENSATION: Applicable as per GCC Clause no 2.17. However following conditions shall be part of said clause; A) PVC for BOQ Item St No 22, B23, A24, 27 (wherein Structural Steel Supply shall be in Contractor scope): - GCC Clause No 2.17.2 (B) shall be applicable. B) PVC for all other BOQ items except as stipulated in 7.3 A): - GCC Clause No 2.17.2 (C) shall be applicable	As per Project Highlight, (if same is part of contract document as such), we understand that the PVC is allowed for entire performance duration. BHEL to confirm that Project Highlight is qualifying TCC provision, i.e. complete tenure will be covered through PVC. Further, BHEL may pass on the DVC's PVC formula to PCTL so that the complexities of GCC Cl. 2.17 can be altogether avoided. Kindly confirm acceptance.	Please Read the note section of Highlights of the tender, wherein it is clearly mentioned that -The above is for reference only. Bidders are requested to go through the complete tender documents for preparation of their offer. TCC Chapter-VII Terms of Payment for PVC shall be applicable. Tender Conditions Shall Prevails
15	SCC Cl. 4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of work awarded by BHEL. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period.	We understand that the nature of LIEN is not commercial and only procedural. Bidder confirms that machineries may be removed if necessary with prior approval of BHEL. With above understanding, BHEL to please confirm that the word LIEN can be ignored from the subject clause.	Tender Conditions Shall Prevail

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16	Technical Specification 1 of 2	BOQ cum rate schedule (Doc. Ref. No- 2.1BOQ.pdf) - Part A and Part B	Kindly furnish the .XLS files of the BOQ given in PDF subject document in tender specification.	Already shared with the bidder vide email dated 14/07/2025.
17	NOTICE INVITING TENDER, Clause No. 19	BHEL shall be resorting to Reverse Auction (RA) (Extant Guidelines as available on < https://www.bhel.com/guidelines-reverse-auction-2024 > on "supplier registration page") for this tender. RA shall be conducted among all the techno-commercially qualified bidders.	Reverse Auction (RA) should not be applicable	Tender conditions shall prevail
18	NOTICE INVITING TENDER, Clause No. 29	Micro and Small Enterprises (MSE): This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.	MSME Should be applicable. Please note that BIL is covered under MSME and our MSME registration number is UDYAM-MH-19-0001067	Tender conditions shall prevail

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19	NOTICE INVITING TENDER, Clause No. Clause C-5 (PQR)	<p>The bidder shall submit a certificate for any of the below mentioned instruments of value/limit not less than Rs. 530 Lakhs from any Scheduled Commercial Non-Cooperative Bank/Nationalised Bank/Indian Post Office, as on date not earlier than the date of NIT:</p> <p>i) Cash</p> <p>ii) Bank Guarantee</p> <p>iii) Fixed Deposit</p> <p>iv) Securities available from Indian Post offices such as National Savings</p> <p>Certificates, Kisan Vikas Patras etc.</p> <p>OR</p> <p>The bidder shall submit a certificate for Insurance Surety Bond from any Insurance Company (IRDA approved) for a value not less than Rs. 530 Lakhs,</p>	Please note that as Solvency and other certificates will be issued by our bankers. So, we request you to allow the bidder to submit the standard certificate against given clauses. So, we will not need to issue the certificate again and again as per different NIT's	Tender Conditions Shall Prevail
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		as on date not earlier than the date of NIT.		
		AND		
		The bidder shall submit a 'Certificate of Solvency' for a value not less than Rs. 1060 Lakhs from any Scheduled Commercial Non-Co-Operative Bank/Nationalised Bank as on date, not earlier than the date of NIT.		
		OR		
		The bidder should furnish a letter for Unutilized line of credit from any Scheduled Commercial Non-Cooperative Bank/Nationalized Bank, confirming the availability of unutilized line of credit limit (both fund-based and non fund-based) for a value not less than Rs. 1060 Lakhs as on date, not earlier than the date of NIT."		
		Certificates to be provided in line with attached relevant annexures		
20	Clause No. 16	Procurement at Risk and Cost of bidder, in case of default of	BHEL entitlement to recover an amount equivalent to 10% of the	Tender Conditions Shall Prevail

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	MAJOR HIGHLIGHTS OF THE TENDER	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.	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.	
21	Clause No. 17 MAJOR HIGHLIGHTS OF THE TENDER	Over Run Compensation (ORC) - 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
22	TCC, Clause 2.2.6	Supply and installation of Closed Cell Borosilicate Glass Block Lining System shall be excluded from this scope of work. However, surface preparation of FLUE CANS should be suitable for application of Closed Cell Borosilicate Glass Block Lining System.....	Since the installation of BSGB lining work is excluded from bidder's scope. So therefore Surface preparation of flue can should be in the scope of BSGB lining agency	Tender Conditions Shall Prevail
23	Clause 2.2.7 TECHNICAL CONDITIONS OF CONTRACT	The bidder has to provide the support to Borosilicate supply and installation agency for erection of the hanging platform & other lifting system required for installation of borosilicate lining by	As this clause create hurdles in execution activity. We request to BHEL to delete this clause and add application of BSGB work in bidder scope for better execution activity.	Tender Conditions Shall Prevail

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		<p>providing the support of following T&Ps:</p> <p>a) Passenger lift.</p> <p>b) Winch support for lifting the member of hanging platform.</p> <p>c) Initial power supply at roof deck.</p> <p>d) The bidder has to place the completed flue can on a raised platform / raised height (+600 mm from the ground LVL) for easy access for the painter of borosilicate agency for initial blasting & primer application on inner surface of the flue can.</p> <p>e) Chimney vendor shall provide man access lift till installation and commissioning of permanent lift.</p>	<p>Initial Blasting or Primer application on inner surface of flue shall be done after erection of Flue can</p> <p>If the finalisation of Borosilicate supply and installation agency got delayed by BHEL. Then bhel can't bound BIL to support other agency.</p>	
24	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.	Excavation & Raft is not in BIL scope, So it should be taking care by Raft contractor.	Raft Contractor shall take care of the safety requirement for their scope of work.

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25	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
26	Clause 2.7	2.7 Laptop / Computer and Printer for exclusive use of BHEL:	As Chimney contract is very small compared to other works. BIL	Tender Conditions Shall Prevail

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TECHNICAL CONDITIONS OF CONTRACT	2.7.1 The bidder will have to provide Two (02) 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,	request BHEL to delete providing these facilities to BHEL	
	Integrated Wi-Fi 6, supporting industry standard IEEE 802.11ax + Bluetooth 5.0 or higher, Minimum 2xUSB 3.1 Ports, 1xType C, Stereo headphone/microphone combo		

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		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,----- -----		
27	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
28	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.....	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
29	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 BIL for BHEL approval.	Tender Conditions Shall Prevail

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		Below given Nos are tentative for planning purposes by the bidder.		
30	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
31	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 for mobilization of equipment & manpower. The mobilization will be done by BIL within 30 days of receiving NTP from BHEL.	Tender Conditions Shall Prevail

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32	Clause No. 6.1 TECHNICAL CONDITIONS OF CONTRACT	<p>START DATE / ZERO DATE</p> <p>Start of Work is linked with readiness of Chimney Raft along with backfilling upto top of the chimney raft level. BHEL shall intimate contractor for mobilization in line with the same. The date as per written intimation by BHEL shall be reckoned as the Date of Start of Work.</p>	<p>The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site agreed in writing by BHEL & BIL Engineer after completion of following: -</p> <ol style="list-style-type: none"> 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 <p>Issue of Approved for Construction Drawings for Chimney shell.</p>	Tender Conditions Shall Prevail
33	Clause 6.1 & 6.2 TECHNICAL CONDITIONS OF CONTRACT	<p>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.</p>	<p>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.</p>	Tender Conditions Shall Prevail

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		6.2.1 Slip-form Assembly and Erection Completion - 2nd Months	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) - 11th 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 - 16th Month	6.2.3 Completion of platform beams fabrication and erection – 18 th Month	
		6.2.3 Slipform Dismantling - 17 th Months	6.2.3 Slipform Dismantling – 19 th Months	
		6.2.4 Flue Can Fabrication and Erection (M2) - 22th Months	6.2.4 Flue Can Fabrication and Erection (M2) – 25 th Months	
		6.2.5 External Painting - 23 th Month	6.2.5 External Painting – 29 th Month	
		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	
34	Clause No. – 6.6.2 & 6.6.3	LD on Intermediate Milestone	Please delete this clause as this will create negative cash flow.	Tender Conditions Shall Prevail
		Against M1 - 0.5% per week - Maximum 2% of Executable Contract Value.		

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	TECHNICAL CONDITIONS OF CONTRACT	- Against M2 - 0.5% per week - Maximum 3% of Executable Contract Value		
35	Clause No. – 7.1.2 TECHNICAL CONDITIONS OF CONTRACT	<p>Documents required for Final Bill:</p> <p>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:</p> <ul style="list-style-type: none"> • Final Bill in WAM-7 Format. • 'No claim' certificate from the contractor. • Clearance certificates where ever applicable viz. Clearance Certificates from <p>Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.</p>	Final bill to be release within 45 days	Tender Conditions Shall Prevail

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		<ul style="list-style-type: none"> • Final Material re-conciliation statement duly approved by BHEL. 		
		<ul style="list-style-type: none"> • Indemnity Bond as per prescribed format. 		
		<ul style="list-style-type: none"> • Deviation statement showing the difference between the actuals and as per the contract. 		
		<ul style="list-style-type: none"> • Final Delay Analysis. 		
36	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	5% mobilization advance (Interest Free) excluding GST in single installment should be release without BG against submission of installment as per mentioned below:	Tender Conditions Shall Prevail
		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%	1. For Mobilization of Batching Plant, Cement Silo, Transit Mixture (01 no), JCB (01 no), - 3.0%	

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		2. For Mobilization of Material Lifting Winch and Passenger Lift - 1.5%	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%	3. For Mobilization of Hydraulic Jack Set with pump, Jack Rod, Recovery Jack, Laser Light, Hydraulic Pump and Turn Buckle Jacks. - .5 %	
37	Clause No. 9.6 TECHNICAL CONDITIONS OF CONTRACT	Recovery of Materials (Penal Rates):	Penalties should be as per market rate	Tender Conditions Shall Prevail
		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		

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		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		
38	Clause no. 2.0 SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural	General Services to be rendered by the bidder	BIL will carry out all the jobs as mentioned in BOQ and as per tender conditions.	Tender Conditions Shall Prevail
			Any other service not specifically detailed in BOQ or technical specifications will be on extra charge basis.	
39	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.	Tender Conditions Shall Prevail
			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.	
40	Clause No. 6.4.4.4 SCC	Reinforcement Steel, MS earthing rod, Foundation bolts and MS Rails Wastage: Allowable Wastage: (+3%) of the	Allowable wastage will be 5%.	Tender Conditions Shall Prevail

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		theoretical consumption shall be considered as allowable wastage.		
41	Clause No. 6.4.4.6 SCC	<p>Structural Steel Wastage:</p> <p>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.</p>	Allowable wastage will be 5%.	Tender Conditions Shall Prevail
42	Clause No. 9.1 Special conditions of Contract	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractors" (Document No. HSEP: 14 Rev02, Dated 21-12-2022) and any other document issued along with the tender. In case of any ambiguity between these documents, BHEL's Engineer shall be the deciding authority, whose decision shall be final and binding on the contractor.	To be as per govt standard rules.	Tender Conditions Shall Prevail

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43	Clause No. 10.4 SCC	<p>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, 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>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.</p> <p>80% Payment should be released within 7 days & balance 30% payment should be released within 30 days.</p>	Tender Conditions Shall Prevail
44	Clause No. 1.10 GENERAL CONDITIONS OF CONTRACT	<p>1.10 SECURITY DEPOSIT (5% of the Contract Value)</p> <p>1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract</p>	Security Deposit should be 3%.	Tender Conditions Shall Prevail

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45	Clause No. 1.10.3 Note (2)	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.	Interest Should be [@ (Repo rate + 2%) at monthly rest plus GST] for the delayed period	Tender Conditions Shall Prevail
	GCC			
46	Clause 1.10.6 GENERAL CONDITIONS OF CONTRACT	The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + guarantee/ warrantee/ defect liability obligations + 3 months	Please allow initial validity of 1 year for security deposit	Tender Conditions Shall Prevail
47	Clause No. 2.7.2.2	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	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
	General Condition of Contract	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		

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		contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.		
48	Clause No. 2.7.3	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
	General Condition of Contract			
49	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:	Compensation to be paid as per mutual agreement	Tender Conditions Shall Prevail
		i) suspension of work(s) at a Project either by BHEL or Customer,		

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		<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 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>		
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50	<p>Clause 2.7.9</p> <p>GENERAL CONDITIONS OF CONTRACT</p>	<p>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>	<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 BIL 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
51	<p>Clause No. 2.8.3</p> <p>General Condition of Contract</p>	<p>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, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970-----</p>	<p>Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.</p>	Tender Conditions Shall Prevail

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52	Clause 2.11	EXTENSION OF TIME FOR COMPLETION:	EOT/Time extension shall be decided by BHEL within 1 Months of receipt of EOT application submitted by BIL.	Tender Conditions Shall Prevail
	GENERAL CONDITIONS OF CONTRACT	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.		
53	Clause No.2.14	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 (-) 5% of awarded contract value. 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.	Tender Conditions Shall Prevail
	GCC	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		

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		only if BHEL receives compensation from customer.		
54	Clause No. 2.20	2.20.1 "Force Majeure" shall mean circumstance which is:	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	Tender Conditions Shall Prevail
	GENERAL CONDITIONS OF CONTRACT	2.20.1.1.1 beyond control of either of the parties to contract.		
		2.20.1.1.2 Either of the parties could not reasonably have provided against the event before entering into the contract,		
		2.20.1.1.3 Having arisen, either of the parties could not reasonably have avoided or overcome, and		
		2.20.1.1.4 Is not substantially attributable to either of the parties And prevents the performance of the contract.		
		Such circumstances include but not limited to		

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		2.20.1.2 War, hostilities, invasion, act of foreign enemies.	completion time will be extended. Such compensation will not be linked to compensation from Principal Owner to BHEL.	
55	Clause No. 21	2.21 ARBITRATION & CONCILIATION	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.	Tender Conditions Shall Prevail
	GENERAL CONDITIONS OF CONTRACT	2.21.1 ARBITRATION:	The place of arbitration shall be New Delhi. New Delhi law shall apply.	

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		<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'), 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</p>		
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56	Clause 2.24	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	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	Tender Conditions Shall Prevail

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	GENERAL CONDITIONS OF CONTRACT	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.	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.	
57	Clause No. 2.27	LIMITATION ON LIABILITY:	It should be 5% of contract value.	Tender Conditions Shall Prevail
	GENERAL CONDITIONS OF CONTRACT (SERVICE)			

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		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.	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.	

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58	Contractor All risk (CAR) Policy	Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Reference Clause of Tender Document Not Mentioned by Bidder. Tender Conditions Shall Prevail
59	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MCE Policy will be taken by BHEL	Reference Clause of Tender Document Not Mentioned by Bidder. Tender Conditions Shall Prevail
60	Bank Guarantee	Formats of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & retention BG will be submitted.	Reference Clause of Tender Document Not Mentioned by Bidder. Tender Conditions Shall Prevail
61	Bank Guarantees	Bank Guarantee extension & other action by BHEL	BHEL will give advance notice of 60 days to BIL for any action to be taken by BHEL.	Reference Clause of Tender Document Not Mentioned by Bidder. Tender Conditions Shall Prevail
62			BG's cannot be assigned to third party without approval of BIL and its bankers. BG should not be assignable.	Reference Clause of Tender Document Not Mentioned by Bidder. Tender Conditions Shall Prevail
63	BOQ Item no E26	Weighatge Not Avaible	Weighatage to be provided	Revised BOQ CUM RATE Schedule Shall be Furnished Later On.

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**