

Corrigendum - 04 dated 26/09/2024 to CPC Tender No. BHEL/CPC/SGL/CHIMNEY/25/031

Name of Work: Construction of One (1) Nos. 275 m tall twin flue RCC chimney including Supply & Application of Borosilicate Glass Block Lining System with structural flue liners including all Civil, Structural Fabrication & Erection, RMC, Electrical and Elevator Works for 2X800 MW NTPC Singrauli STPP STAGE-III, Sonbhadra, Uttar Pradesh, India

A) 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	Clause 2.2.6	List of approved BSGB vendors	Could you please clarify if borosilicate manufacturers or suppliers from countries sharing a land border will be allowed? This is crucial as it will significantly affect the costing.	Bidder shall ensure the compliance of GOI circulars and shall submit such sub-vendor proposal while execution of work for approval of BHEL/NTPC and approval from BHEL/NTPC shall be final and binding in this regard
2	Forms & Procedure	Form No. 16	This Guarantee shall be irrevocable and shall remain in force upto and including.....5 and shall be extended from time to time for such period as may be desired by the Employer.	We kindly request that you change this clause as suggested by PSU Bank This Guarantee shall be irrevocable and shall remain in force upto and including.....5 and shall may be extended from time to time for such period as may be desired by the Employer requested by the(applicant) received before the expiry of guarantee.	BG formats will be as per format prescribed in NIT.
3	Forms & Procedure	Form No. 16	Notwithstanding anything to the contrary contained hereinabove: a) The liability of the Bank under this Guarantee shall not exceed.....4..... b) This Guarantee shall be valid up to 5..... c) Unless the Bank is served a written claim or demand on or before 6 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.	We kindly request that you change this clause as suggested by PSU Bank "Notwithstanding anything contained herein: (I) Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- only). (II) This Bank Guarantee shall be valid up to----- -; and (III) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before----- - (mention period of the guarantee as found under clause (ii) above plus claim period)".	BG formats will be as per format prescribed in NIT.
4	GCC	Clause No. 2.22, RETENTION AMOUNT 2.22.1, VI	Insurance Surety Bonds.	We kindly request to you please share us the Insurance Surety bond format.	Shall be provided later to the successful bidder.

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5	GCC	Clause no 2.13.1	<p>INTEREST FREE MOBILIZATION ADVANCE: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances.</p> <p>Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment.</p>	<p>As per GST law of Chapter 11, page no 207 "Issue of tax invoice under other special circumstances (S.31)" of table (c) , it is mandatory to pay GST @ 18% on amount of advance received, hence we request BHEL to reimburse the GST to enable the contractor to pay the same to the Government.</p> <p>As per the contract rates quoted are excluding GST and as per clause no 8.2.1 of Volume 1A of TCC Chapter- VIII in Taxes and Duties, page 39 of 481.</p> <p>To address BHEL concerns of refund of such GST incase of non execution of works. The same is covered and described under of GST law Chapter 11, page no 208, table (d)" written as "Issue of refund voucher against advance payment containing the particulars as specified in rule 51"</p>	<p>As per TCC Clause No. 8.2.5 Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p> <p>In case of Advance payment, no such document as prescribed above can be issued by the vendor (can only issue advance receipt voucher against which no input tax credit can be claimed by BHEL)</p> <p>In view of above it is hereby clarified that GST shall not be reimbursed at the time of payment of interest free advance for mobilization.</p>
6	NIT and TCC	NIT Cl. 36 and TCC Cl. 2.9.1	Order of Precedence:	Order of Precedence has difference structures. A clarity is required in this.	Tender condition prevails.
7	TCC	Cl. 1.1	The Bidder borne by the bidder	Bidder's visit to Site and nearby premises shall be restricted to objects/ concerns/ risks which can be identified with simple visual inspection.	Bidder's query is general in nature. Bidder to quote considering past construction experience in Power plant or may get themselves familiar with the nature of work. Tender condition prevails.
8	TCC	Cl. 1.2	Other contractorsother contractors.	Nuances, if any, created by other Contractors shall be accepted as hindrance by BHEL.	
9	TCC	Cl. 1.3 & 1.5	The information.....the Bidder. No claim will be account.	Reasonable inferences shall be taken from the data provided by BHEL in preparation of Bid and subsequent documents. As BHEL is more acquainted with the data provided by it, the disclaimer related to "No claim" shall be visited case to case basis, depending on merits as applicable for each instances.	
10	TCC	Cl. 2.3	BHEL at its discretion..... for such works.	It is not acceptable to Bidder. Any work specifically related to Chimney can be mutually discussed and then agreed/disagreed by Bidder. However, such inclusion of additional scope shall be beyond Contract Price.	Tender condition prevails.
11	TCC	Cl. 2.6.1	. Project Manager – 01 Head.....Foundation . . Note: Aboveschedule.	Assistant PM shall be of 10 years experience instead of 12 years. Civil Engineers will be provided 2 Nos. instead of 3 Nos.	Tender condition prevails.
12	TCC	Cl. 2.10	EXCAVATION IN ROCK	Approval, Design, Permission for blasting may take procedural time of about 45 to 60 days. This shall not be considered as a delay onto Bidder.	Included within the time schedule. Tender conditions prevail.
13	TCC Scope Matrix	Cl. 3.2.1.a & 3.2.2.a	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V (Chargeable) within project premises	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.	<p>Bidder to quote considering past construction experience in Power plant or may get themselves familiar with the nature of work.</p> <p>Tender conditions prevail.</p>
14	TCC Scope Matrix	Cl. 3.2.3.a	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.	If space for labour hutment is provided by BHEL, electricity for the same shall also be provided by BHEL.	Tender conditions prevail.
15	TCC Scope Matrix	Cl. 3.10.1	Availability as a part of his scope of work.	We request BHEL to provide adequate area required by Bidder for Office, Godown, Batching Plant, Storage Yard etc. Any loss of time and overrun of cost due to non-availability of land/open space shall be reimbursed by BHEL.	Tender conditions prevail.

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16	TCC Scope Matrix	Cl. 3.13.1	Construction power..... in this regard. Arrangement of connection used. In case, BHEL to BHEL.	Bidder doesn't accept that in case BHEL is unable to provide power after initial 5 months, it has to be arranged by Bidder without any time and cost implication to BHEL.	Tender conditions prevail.
17	TCC Scope Matrix	Cl. 3.13.6 & 3.13.7	While reasonable the target. Contractor to note maintenance etc.	Not acceptable. It shall be as per change requested under point no. 8 above.	Bidder's query not clear. Tender conditions prevail.
18	TCC Scope Matrix	Cl. 3.13.10	The bidder is maintained.	It shall only be deployed if required at site.	Tender conditions prevail.
19	TCC Tools & Plants	Cl. 4.1.7 Cl. 4.1.8 Cl. 4.1.9 Cl. 4.1.13 Cl. 4.1.18 Cl. 4.1.19 Cl. 4.1.32 Cl. 4.1.33 Cl. 4.1.34 Cl. 4.1.36 Cl. 4.1.39	Automatic concrete batching plant with printing facility (30 Cum/Hr.) with silos of min. storage capacity of 300 MT) Chiller Plant of adequate capacity for Temperature controlled concrete. Cement Storage Sheds of Min. 300 MT / 6000 Bags Capacity (If required) Concrete Transit Mixer	If Bidder is having other Contract within the same premises, the common resources of that Contract may be shared in this Contract, depending on actual requirement.	Tender conditions prevail.
20	TCC Time Schedule	Cl. 6.5 & 6.6	Intermediate milestones: Provision of Penaltyreference to F-14.	Not acceptable. Overall construction time of 24 months is the only timeline which shall be applicable for assessment of Liquidated Damage. No separate Penalty on slippage of milestone shall be a part of the Contract.	Refer to TCC clause 6.6.6 which is reproduced below: <i>"Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion/ closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be."</i>
21	TCC Time Schedule	Cl. 6.10.3	The Engineer.... as given in GCC.	Completion of work often associates with several other activities such as punch point completion, area grading, demobilization etc. which have no bearing on Commissioning, taking over or commercial utilization of the constructed facility.	Tender conditions prevail.
22	TCC	Drawing		We request BHEL to accept 50mm thickness of Modular Aerated Concrete Panel instead of 75 mm thickness. Further, Bidder may not be adopting the exact layout as provided in these pages. BHEL shall have to certify the layout of labour colony as per discussion during Kick-Off stages.	Tender conditions prevail.
23	SCC	Cl. 4.2.1.14	BHEL shall have by BHEL.	Bidder doesn't agree to provide any Lien on the T&P, MMEs and other equipment brought into site for construction work.	Tender conditions prevail.
24	SCC	Cl. 4.2.2.7	The ratetowards the same. However, in shall be payable.	BHEL has to clear area of any existing Tree over 30 CM Girth. Approach Road within battery limit of the work shall be under scope of Bidder.	Tender conditions prevail.
25	SCC	Cl. 6.1.7	Approach road..... conditions at site.	Bidder doesn't take responsibility of the condition of the approach road beyond battery limit of its scope of work. Any time and cost overrun shall have to be reimbursed by BHEL on account of this clause.	Tender conditions prevail.
26	SCC	Cl. 6.3.4.4	The steel issued..... will be entertained.	BHEL is requested to issue Cut-to Length Steel if it is aimed at reduction of wastage.	Tender conditions prevail.
27	SCC	Cl. 6.4.4.3	Reinforcement Steel, MS earthing rod, GI gratings, Foundation bolts and MS Rails Consumption	Rolling Margin has to be recorded jointly as per IS Code provisions, which shall be applied later in reconciliation purposes.	Tender conditions prevail.

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28	GCC	Cl. 1.10.6	Validity of Security Deposit	Bidder will preferably adopt Bank Guarantee for SD purposes. However, as elaborated in point no. 16 above, i. For sub-clause (a), the period of 10 years for Borosilicate item shall start from completion of physical work at site by Bidder (excluding items which will not hamper Commissioning, as stated above). ii. For sub-clause (b), the Guarantee Period mentioned therein shall be as per Point No. 16 above.	Tender conditions prevail.
29	GCC	Cl. 1.11 (b)	RETURN OF SECURITY DEPOSIT	Bidder doesn't agree to adjustment of recoveries from any other contract against the SD of this contract.	Tender conditions prevail.
30	GCC	Cl. 2.1.iii	COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.	Bidder shall understand that the officers/ employees of BHEL who shall generally or specially be dealing with the contract are all competent under this clause.	Tender conditions prevail.
31	GCC	2.3.2	Service of notice on BHEL: Any notice to the Contractor.	Any notice from Bidder served onto BHEL by way of electronic mail shall also construe as a valid notice under this clause as BHEL is taking cognizance of Notice through Email under Cl. 2.3.1 (Notice served by BHEL). The email ids of concerned persons of BHEL and Bidder shall be exchanged formally through Kick Off Discussions.	Tender conditions prevail.
32	GCC	2.7.2.1	Breach of Contract, Remedies and Termination	Cl. 2.7.2.1: 14 days' notice is to be revised as 30 days' notice. Cl. 2.7.2.1 (v), Strike or Lockout: "by Contractor" to be added	Tender conditions prevail.
33	GCC	2.7.2.9	LD	We request BHEL to agree to Maximum 5% LD instead of 10% LD.	Tender conditions prevail.
34	GCC	2.8.19	Also, no idle reason at any time.	If the resources of Bidder is idle for reasons attributable to BHEL, Bidder shall be entitled to idle/ underutilization charges, at actuals. This change shall further extend/apply to all similar disclaimers in the contract document.	Tender conditions prevail.
35	GCC	2.10.2	Time being..... allowed by BHEL under clause 2.11.	As per CEA report of July-2024, the Plant is planned for Trial Run in May-2029 and Feb-2030 for Unit 8 and Unit 9 respectively. Considering LOA issuance for Chimney contract by Jan-2024, the stipulated contract completion timeline of 24 months shall expire by Dec-2026/Jan-2027. Hence, time cannot be of essence of this contract.	Tender conditions prevail.
36	GCC	2.14.1	Variation in Final Executed Contract Value	Variation shall be allowed for (-) variation of 10% of total contract value.	Tender conditions prevail.
37	GCC	2.14.2	Variation in Individual Quantities of BOQ Item(s)	Variation shall be allowed for (+) variation of 20% of individual quantities.	Tender conditions prevail.
38	GCC	2.17.9	PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:	There is a fundamental ambiguity in this clause. Within the Contract completion time of 24 months, the apportionment of delay attributable to Contractor shall not be done while calculating PVC and the PVC shall be calculated on the total bill value for the months till contractual completion date. Only after lapse of contract completion date, if portion of work go beyond, the attribution of delay will become applicable for PVC calculation purpose.	Bidder to refer GCC clause 2.17.

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39	GCC	2.21.1.1	ARBITRATION	The arbitration shall be conducted by a tribunal of three arbitrators, each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator who shall act as the presiding arbitrator. If the two arbitrators fail to agree on the name of the presiding arbitrator, then appointment shall be made as per the provisions of Section 11 of the Arbitration & Conciliation Act, 1996 read with all its subsequent amendments up-to-date. Please confirm acceptance.	Tender conditions prevail.
40	GCC	2.21.3	No Interest payable to Contractor	It has been observed that BHEL is not able to meet payment timelines often and majorly delays all payments in most of the projects. Hence, this provision cannot be accepted. A interest @ SBI PLR + 2% admin. Charges shall be applicable for all delayed payments.	Tender conditions prevail.
41	GCC	2.22.2	Refund of Retention Amount shall be as follows:	Refer Point nos. 16, 23 and 24 above.	Tender conditions prevail.

B) Pre-Qualifying Requirement of Notice Inviting Tender (Annexure-1) is revised as below:

Sl. No.	Clause No.	Existing in Tender		Revised As	
1	Notice Inviting Tender (NIT) - Annexure-1, Pre-Qualifying Requirements, Sl. No. B, Technical	B	Technical: Bidder who wish to participate should have experience as follows: B.1 Bidder should have executed "Piling or Civil or Structure or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works" for any one of the following in the last seven years from latest date of bid submission. OR B.1.1 Executed One (1) work of value not less than Rs. 5600 Lakhs against Single Work Order. OR B.1.2 Executed Two (2) works each of value not less than Rs. 3500 Lakhs against maximum two work orders. OR B.1.3 Executed Three (3) works each of value not less than Rs. 2800 Lakhs against maximum three work orders.	B	Technical: Bidder who wish to participate should have experience as follows: B.1 Bidder should have executed "Piling or Civil or Structure or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these works" for any one of the following in the last seven years from latest date of bid submission. OR B.1.1 Executed One (1) work of value not less than Rs. 5600 Lakhs against Single Work Order. OR B.1.2 Executed Two (2) works each of value not less than Rs. 3500 Lakhs against maximum two work orders. OR B.1.3 Executed Three (3) works each of value not less than Rs. 2800 Lakhs against maximum three work orders.

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		<p>B.2.1 Bidder should have executed atleast one complete "RCC Chimney with Slipform shuttering or NDCT (Natural Draft Cooling Tower) with Jumpform" of at least 100 Mtr height against a single contract in the last seven years from latest date of bid submission.</p> <p style="text-align: center;">OR</p> <p>B.2.2 a) Bidder should have executed Reinforced Cement Concrete (RCC) of at least 6490 Cum within a period of twelve consecutive months against one running/completed contract in infrastructure works like road, bridges, etc. or in the area of power, steel, oil & gas, Petro-Chemical, Fertilizer and / or any other process industry.</p> <p style="text-align: center;">AND</p> <p>b) Bidder should have executed atleast one "RCC Chimney Shell with Slipform shuttering or NDCT Shell (Natural Draft Cooling Tower) with Jumpform" of at least 100 Mtr height against a single contract in the last seven years from latest date of bid submission.</p> <p>Note:</p> <p>a) Bidder should satisfy PQR, "B-1 and B-2.1" OR "B-1 and B-2.2 a) and B-2.2 b)" as a standalone bidder as above, in the last seven years as on latest date of bid submission</p> <p>b) For qualification against B-2.2 a) and B-2.2 b); in case a bidder does not satisfy B-2.2 b), then the bidder can form consortium with one party who satisfies the PQR B-2.2 b). This will be termed as "Consortium Bidding".</p>	<p>B.2.1 Bidder should have executed atleast one complete "RCC Chimney with Slipform shuttering or NDCT (Natural Draft Cooling Tower) with Jumpform" of at least 100 Mtr height against a single contract in the last seven years from latest date of bid submission.</p> <p style="text-align: center;">OR</p> <p>B.2.2 a) Bidder should have executed Reinforced Cement Concrete (RCC) of at least 6490 Cum within a period of twelve consecutive months against one running/completed contract in infrastructure works like road, bridges, etc. or in the area of power, steel, oil & gas, Petro-Chemical, Fertilizer and / or any other process industry.</p> <p style="text-align: center;">AND</p> <p>b) Bidder should have executed atleast one "RCC Chimney Shell with Slipform shuttering or NDCT Shell (Natural Draft Cooling Tower) with Jumpform" of at least 100 Mtr height against a single contract in the last seven years from latest date of bid submission.</p> <p>Note:</p> <p>a) Bidder should satisfy PQR, "B-1 and B-2.1" OR "B-1 and B-2.2 a) and B-2.2 b)" as a standalone bidder as above, in the last seven years as on latest date of bid submission</p> <p>b) For qualification against B-2.2 a) and B-2.2 b); in case a bidder does not satisfy B-2.2 b), then the bidder can form consortium with one party who satisfies the PQR B-2.2 b). This will be termed as "Consortium Bidding".</p>
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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
Dy Manager / SCT- CPC