

Corrigendum - 4 Part B dated 17/05/2025 to CPC Tender No. BHEL/CPC/YNR/PILING/26/005

Name of Work:

Test Pile, Pile Testing, Piling, Excavation, Pile Head Breaking, Pile Built-Up, Pile Integrity Test (Pit), Construction of Pile Caps, Pedestals And Plinth Beams Work up to Foundation Bolt Level Including Fixing Of Foundation Bolt, Back-Filling, Removal of Vegetation, Removal of Tree Roots, Area Development and Compaction, etc. for Main Power House, Service Bldg., TG Foundation, Central Control Room (CCR), Transformer Yard, Switch Yard, Boiler, SCR, ESP, ESP- Control Room, Mill Bunker, Fan Foundations, Chimney (Excluding Chimney Raft), FGD Systems Incl. Control Room, CWPH and Misc. Buildings, Structures at 1x800 MW DCRTPP, HPGCL, Yamuna Nagar, Haryana, India

A) Modifications in Technical Conditions of Contract are as below:

TCC Chapter No.	TCC clause no.	Existing TCC Clause			Modified TCC Clause		
Chapter – IV: T&Ps AND MMES TO BE DEPLOYED BY CONTRACTOR	4.0	T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR			T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR		
	4.1	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. Below given Nos. are tentative for planning purposes by the contractor.			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. Below given Nos. are tentative for planning purposes by the contractor.		
		Sl. No.	Description of T&P	Tentative Requirement	Sl. No.	Description of T&P	Tentative Requirement
		1	Pneumatic hydraulic rotary piling rigs with all accessories	20 Nos. (additional as per requirement)	1	Pneumatic hydraulic rotary piling rigs with all accessories	14 Nos. (additional as per requirement)
	4.2	The installation of bored cast-in situ piles (600 mm & 760 mm dia) shall be done by rotary hydraulic rig only. Bidder shall augment the Piling Rigs and other necessary T&Ps so as to execute the piling job at the average rate of 40-45 Piles per day and completion of piling works within a period of 08 months (considering 25 working days in a month).			The installation of bored cast-in situ piles (600 mm & 760 mm dia.) shall be done by rotary hydraulic rig only. Bidder shall augment 14 nos. Piling Rigs to ensure average rate of 40-45 piles per day and minimum 1000 piles in a month. However, in case the production of piles is not meeting as per the requirement then the Rig deployment number shall be increased to meet the daily production.		
					Note: Piling work shall be completed within 06 months from the date of start of job pile work.		

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Chapter – VI: Time Schedule	6.2.4	Detailed schedule is as per below table.			Detailed schedule is as per below table.		
		Sl. No.	Activity	Schedule for completion from Start of work	Sl. No.	Activity	Schedule for completion from Start of work
		2	Deployment schedule of Piling Rig:		2	Deployment schedule of Piling Rig:	
		2.a	Piling Rigs	10 Nos. in 1st Month	2.a	Piling Rigs	7 Nos. in 1st Month
		2.b	Piling Rigs	10 Nos. in 2nd Months	2.b	Piling Rigs	7 Nos. in 2nd Months

B) Modification in the description of BOQ cum Rate Schedule :

	BOQ ITEM / ST NO.	EXISTING ITEM DESCRIPTION	UNIT OF MEASU REMEN T (UOM)	QUANT ITY	MODIFIED ITEM DESCRIPTION	UNIT OF MEASUR EMENT (UOM)	QUANT ITY
BOQ CUM RATE SCHED ULE	A2504	Installation of Bored cast-in-situ RCC vertical pile in soil as per IS 2911 (Part 1 Sec 2) with diameter and length as specified (length to be measured from pile cut-off level) using cement concrete grade M30 conforming to IS:456 with 20 mm nominal size stone aggregates with a minimum cement content of 400Kg per cum of concrete including providing all materials (but excluding reinforcement steel for which measurement/payment shall be made separately), boring/drilling in all types of soil, providing bentonite slurry/polymer and/or temporary casing for stabilization of pile bore, flushing of pile bore, cleaning, providing plasticizer wherever required, breaking pile head to cut-off level, disposal of pile heads at specified locations as designated by engineer-in-charge and exposing pile reinforcement for embedment in pile cap etc. including empty			Installation of Bored cast-in-situ RCC vertical pile in soil as per IS 2911 (Part 1 Sec 2) with diameter and length as specified (length to be measured from pile cut-off level) using cement concrete grade M30 conforming to IS:456 with 20 mm nominal size stone aggregates with a minimum cement content of 400Kg per cum of concrete including providing all materials (but excluding reinforcement steel for which measurement/payment shall be made separately), boring/drilling in all types of soil, providing bentonite slurry/polymer and/or temporary casing for stabilization of pile bore, flushing of pile bore, cleaning, providing plasticizer wherever required, breaking pile head to cut-off level (breaking of pile head shall be done in small pieces of less than 120 mm), disposal of pile heads at specified locations as designated by engineer-in-charge and exposing		

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		boring from ground level to pile cut-off level etc. all complete as per specification, drawing and as directed by the engineer-in-charge for the following.			pile reinforcement for embedment in pile cap etc. including empty boring from ground level to pile cut-off level etc. all complete as per specification, drawing and as directed by the engineer-in-charge for the following.		
	a	Pile with 600 mm diameter and 15 m length below cut off level	EACH	1019.00	Pile with 600 mm diameter and 15 m length below cut off level	EACH	1019.00
	b	Pile with 600 mm diameter and 24 m length below cut off level	EACH	1656.00	Pile with 600 mm diameter and 24 m length below cut off level	EACH	1656.00
	c	Pile with 760 mm diameter and 24 m length below cut off level	EACH	3003.00	Pile with 760 mm diameter and 24 m length below cut off level	EACH	3003.00

C) Clarifications to bidders queries :

Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
1.	Clause No. 19 NOTICE INVITING TENDER	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 condition shall prevail.
2.	Clause No. 29 NOTICE INVITING TENDER	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 condition shall prevail.
3.	Clause No. Clause C-5 (PQR) NOTICE INVITING TENDER	The bidder shall submit a certificate for any of the below mentioned instruments of value/limit not less than Rs. 840 Lakhs from any Scheduled Commercial Non-Cooperative Bank/Nationalised Bank/Indian Post Office, as on date not earlier than the date of NIT: i) Cash ii) Bank Guarantee	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 need not to get issued certificate again and again as per different NIT's	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		<p>iii) Fixed Deposit iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. OR The bidder shall submit a certificate for Insurance Surety Bond from any Insurance Company (IRDA approved) for a value not less than Rs. 840 Lakhs, 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. 1680 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. 1680 Lakhs as on date, not earlier than the date of NIT." Certificates to be provided in line with attached relevant annexures</p>		
4.	Clause No. 8 MAJOR HIGHLIGHTS OF THE TENDER	Procurement at Risk and Cost of bidder, in case of default of 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.	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 condition shall prevail.
5.	Clause No. 12 MAJOR HIGHLIGHTS OF THE TENDER	Over Run Compensation (ORC) - Not Applicable.	<p>ORC should be applicable</p> <p>Total Over Run Compensation shall be limited to 20% of the cumulatively executed contract value till the month.</p>	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
6.	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 born 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 condition shall prevail.
7.	Clause 2.7 TECHNICAL CONDITIONS OF CONTRACT	2.7 Laptop / Computer and Printer for exclusive use of BHEL: 2.7.1 The bidder will have to provide One (01) 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, 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 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,-----	As Piling contract is very small compared to other works. BIL requests BHEL to delete providing these facilities to BHEL	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
8.	Clause No. 3.8.1 TECHNICAL CONDITIONS OF CONTRACT	It will be mandatory for the contractor to hand over the land, cleared from all constructions, encumbrances, debris etc. to BHEL and take a satisfactory handing over certificate from BHEL Engineer. In case of default by contractor and expenses (if any) incurred by BHEL for clearing the land provided to the contractor shall be recovered from the contractor with overheads @ 5%.	Please delete this clause.	Tender condition shall prevail.
9.	Clause No. 3.11.1 TECHNICAL CONDITIONS OF CONTRACT	BHEL shall provide limited open space outside the plant boundary (Approx. 3 KM from plant boundary) within leased land premises for construction and development of contractor's labour colony in line with clause no. 3.8.1.	We request BHEL to provide Land for labour colony on free of cost basis with free water and power	Tender condition shall prevail.
10.	Clause No. 3.11.1 TECHNICAL CONDITIONS OF CONTRACT	Construction power shall be arranged by the contractor at his own cost within the quoted price including services for removal/disposal of the same in environment friendly manner after its intended use/ completion of scope of work	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. Or Please inform us of the charges for Power	Tender condition shall prevail.
11.	Clause No. 3.14 TECHNICAL CONDITIONS OF CONTRACT	Construction Water (Raw water) required for site requirements within the plant premises shall be provided by BHEL / Owner at single point source on chargeable basis. Tentative location of construction water (single point source) is along the plant boundary of existing HPGCL plant. The construction water is from open stream at which a gate valve and metering arrangement is required to be installed by the contractor.	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. & Please inform us of the charges for water	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
12.	Clause No. 4.1 TECHNICAL CONDITIONS OF CONTRACT	<p>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. Below given Nos are tentative for planning purposes by the bidder.</p> <p>Bidder shall augment the Piling Rigs and other necessary T&Ps so as to execute the piling job at the average rate of 40-45 Piles per day and completion of piling works within a period of 08 months (considering 25 working days in a month).</p>	<p>After the award of order, the T&Ps schedule will be prepared by BIL for BHEL approval.</p> <p>Bidder shall augment the Piling Rigs and other necessary T&Ps so as to execute the piling job at the average rate of 20-25 Piles per day and completion of piling works within a period of 11 months (considering 25 working days in a month).</p>	Tender condition shall prevail.
13.	Clause No. 4.1 (3) TECHNICAL CONDITIONS OF CONTRACT	<p>4.1. Tools and Plants 3. Boom Placer - 1 No.</p>	1 no. Boom Placer will be deployed during pile cap construction	Tender condition shall prevail.
14.	Clause No. 4.1 (5) TECHNICAL CONDITIONS OF CONTRACT	<p>4.1. Tools and Plants 5. Concrete Transit Mixer (min. 6 cum capacity) - 8 Nos. (additional as per requirement)</p>	Please change it to 5 nos. / as per requirement	Tender condition shall prevail. Refer all corrigendum along with tender.
15.	Clause 6.1 TECHNICAL CONDITIONS OF CONTRACT	<p>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.</p> <p>Date of Start of work shall be considered as 15 days after date of LOA or as instructed by BHEL in writing.</p>	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 condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
16.	Clause No. 6.1 TECHNICAL CONDITIONS OF CONTRACT	START DATE / ZERO DATE	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: - 1. Handing over of hindrance free area for site, fabrication yard & Stock Yard 2. Issue of Form – V 3. Issue of Approved for Construction Drawings for Piling & other structure foundation.	Tender condition shall prevail.
17.	Clause 6.1 TECHNICAL CONDITIONS OF CONTRACT	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Twenty (20) Months from the date of start of work in a manner required by BHEL to match with the project schedule.	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.	Tender condition shall prevail.
18.	Clause No. – 6.7.4 & 6.7.5 TECHNICAL CONDITIONS OF CONTRACT	LD on Intermediate Milestone Against M1 - 0.5% per week - Maximum 2% of Executable Contract Value. - Against M2 - 0.5% per week - Maximum 3% of Executable Contract Value	Please delete this clause as this will create negative cash flow.	Tender condition shall prevail.
19.	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 mentioned stages of major resource mobilization as specified hereunder.....	5% mobilization advance (Interest Free) excluding GST in single installment should be release without BG against submission of installment as per mentioned below	Tender condition shall prevail.
20.	Clause No. 9.3.7 TECHNICAL CONDITIONS OF CONTRACT	No cement will be issued on free basis for bought out item like Hume pipe, Interlocking Paver block, Fly ash brick etc. However, cement for mortar for fixing of these items if required will be issued on free basis.	We request you to delete this as this is not in our scope of work	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
21.	Clause No. 9.6 TECHNICAL CONDITIONS OF CONTRACT	Recovery of Materials (Penal Rates): 1 Cement (PPC). – Rs. 5,500/- per MT 2 Cement (OPC). – Rs. 6,500/- per MT 3 Reinforcement Steel / Earthing Rod – Rs. 60,000/- per MT 4 Structural Steel (Plates, Rolled Sections etc.) – Rs. 70,000/- per MT 5 Structural Steel Gratings – Rs. 1,00,000 per MT 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	Penalties should be as per market rate	Tender condition shall prevail.
22.	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. Any other service not specifically detailed in BOQ or technical specifications will be on extra charge basis.	Tender condition shall prevail.
23.	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. Please specify the distance of Batching Plant, Fabrication yard and Stock Yard location from site 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.	Tender condition shall prevail.
24.	Clause No. 6.4.4.2 SCC	Cement Wastage: Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Allowable wastage will be 3%.	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
25.	Clause No. 6.4.4.4 SCC	Reinforcement Steel, MS earthing rod, Foundation bolts and MS Rails Wastage: Allowable Wastage: (+3%) of the theoretical consumption shall be considered as allowable wastage.	Allowable wastage will be 5%.	Tender condition shall prevail.
26.	Clause No. 6.4.4.6 SCC	Structural Steel Wastage: 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 weight basis.	Allowable wastage will be 5%.	Tender condition shall prevail.
27.	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 Rev 02, 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 condition shall prevail.
28.	Clause No. 10.4 SCC	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. 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.	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. 80% Payment should be released within 7 days & balance 20% payment should be released within 30 days.	Tender condition shall prevail.
29.	Clause No. 1.10 GENERAL CONDITIONS OF CONTRACT	1.10 SECURITY DEPOSIT (5% of the Contract Value) 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	Security Deposit should be 3%.	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
30.	Clause No. 1.10.3 Note (2) GCC	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%) for the delayed period	Tender condition shall prevail.
31.	Clause 1.10.6 GCC	The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + Guarantee Period + 3 months	Please allow initial validity of 1 year for security deposit	Tender condition shall prevail.
32.	Clause 2.3.1. GCC	<u>Service of notice to the Contractor</u> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.	A notice shall be deemed to be served: - The time mentioned in Contract to perform the act required by the notice to be counted from the date mentioned in the notice (i.e. <u>not date of receipt of notice</u>)	Tender condition shall prevail.
33.	2.7.1. GCC	RIGHTS OF BHEL 2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.	Please delete this clause.	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
34.	2.7.4. 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.	Please note other costs incurred by the Contractor as a result of the termination would not be compensated.	Tender condition shall prevail.
35.	Clause No. 2.7.2.2 General Condition of Contract	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 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 contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.	This clause is not acceptable. "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". The amount recoverable should be as per mutual discussion.	Tender condition shall prevail.
36.	Clause No. 2.7.3 General Condition of Contract	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 condition shall prevail.
37.	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: i) suspension of work(s) at a Project either by BHEL or Customer, or ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no	Compensation to be paid as per mutual agreement	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		possibility of commencement of work for a period of not less than three months..... 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		
38.	Clause 2.7.9 GENERAL CONDITIONS OF CONTRACT	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.	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. The maximum amount of liability of BIL for LD & other penalties will be maximum of 5% of contract value excluding GST. Grace Period of 3 months will be allowed for imposition of LD.	Tender condition shall prevail.
39.	Clause No.2.8.21 GCC	The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.	This implies that the Contractor cannot suspend works in the case of non-payment by BHEL of due amounts or other breaches of contract by BHEL. Please delete this clause.	Tender condition shall prevail.

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40.	Clause No. 2.8.3 General Condition of Contract	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-----	Rates quoted in the tender are on the basis of State Minimum wages where the work is being executed.	Tender condition shall prevail.
41.	Clause 2.11 GENERAL CONDITIONS OF CONTRACT	EXTENSION OF TIME FOR COMPLETION: 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.	EOT/Time extension shall be decided by BHEL within 1 Months of receipt of EOT application submitted by BIL.	Tender condition shall prevail.
42.	Clause No.2.14 GCC	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 (-)30% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/terminated/ work withdrawn under Rights 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 only if BHEL receives compensation from customer.	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. Please also specify limit to minus. It should be (-) 20% minimum.	Tender condition shall prevail.
43.	Clause No. 2.20 GENERAL CONDITIONS OF CONTRACT	2.20.1 "Force Majeure" shall mean circumstance which is: 2.20.1.1.1 beyond control of either of the parties to contract.	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	Tender condition shall prevail.

Corrigendum - 4 Part B dated 17/05/2025 to CPC Tender No. BHEL/CPC/YNR/PILING/26/005

Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		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 2.20.1.2 War, hostilities, invasion, act of foreign enemies.	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 completion time will be extended. Such compensation will not be linked to compensation from Principal Owner to BHEL.	
44.	Clause No. 2.22.2 GENERAL CONDITIONS OF CONTRACT	100% of Retention Amount shall be released along with Final Bill after deduction of all expenses/other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL	Please change it to '100% of Retention Amount shall be released along with Final Bill after deduction of all expenses/other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL '	Tender condition shall prevail.
45.	Clause No. 21 GENERAL CONDITIONS OF CONTRACT	2.21 ARBITRATION & CONCILIATION 2.21.1 ARBITRATION: 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	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. The place of arbitration shall be New Delhi. New Delhi law shall apply.	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		with the Rules of said Arbitral Institution		
46.		Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following	Final bill to be release within 45 days	Tender condition shall prevail.
47.	Clause 2.24 GENERAL CONDITIONS OF CONTRACT	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 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.	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 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.	Tender condition shall prevail.
48.	Clause No. 2.27 GENERAL CONDITIONS OF CONTRACT	LIMITATION ON LIABILITY: 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	It should be 5% of contract value. 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	Tender condition shall prevail.

Corrigendum - 4 Part B dated 17/05/2025 to CPC Tender No. BHEL/CPC/YNR/PILING/26/005

Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
		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.	workmanship, material, T&P etc. due from the contractor.	
49.	Contractor All risk (CAR) Policy	Contractor All risk (CAR) Policy	CAR Policy will be taken by BHEL	Tender condition shall prevail.
50.	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MARINE CUM ERECTION INSURANCE (MCE) POLICY	MCE Policy will be taken by BHEL	Tender condition shall prevail.
51.	Bank Guarantee	Formats of Bank Guarantee's	Format will be duly vetted by our bankers & thereafter BG, SDBG & retention BG will be submitted.	Tender condition shall prevail.
52.	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. BG's cannot be assigned to third party without approval of BIL and its bankers. BG should not be assignable.	Tender condition shall prevail.
53.	Confidentiality of BIL information	Confidentiality of BIL information	BHEL will seek consent from BIL before revealing BIL confidential information to other contractors.	Tender condition shall prevail.
54.	Clause No. 2.27 MAJOR HIGHLIGHTS	Demobilization and remobilization of Contractor (GCC Clause 2.7.7)	Please delete this clause as this will create negative cash flow.	Tender condition shall prevail.
55.	Consortium Agreement	To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State	Please clarify the specific duty of Non Judicial Stamp Paper for consortium agreement	Tender condition shall prevail.
56.		Termination for BHEL default	<u>No provision entitling the Contractor to terminate</u> in the event of BHEL Default, Contractor would have to rely on the applicable law.	Tender condition shall prevail.

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Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
57.	Clause no. 2.13.2 GCC	2.13.2 INTEREST BEARING ADVANCE	Please specify rate of interest.	Please Refer GCC Clause no. 2.13.2.

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
Sr. Manager/ SCT- CPC**