

Corrigendum 1 dated March 03, 2021 to Tender Specification BHEL: PSSR: SCT: 1939 for the work of Civil works to carryout Ground Improvement Compaction Piles through Vibro-displacement method in various structures of CHP & AHP, including supply of all Materials, Labour, Tools & Plants at 2 x 660 MW Ennore SEZ STPP, Tamil Nadu

A. Some of the Bidders had asked queries in the published Tender Specification. The clarifications issued by BHEL are furnished below: -

Sl. No.	Description	Reference Clause	Existing Provision	Bidder's query	BHEL's clarification
1	Vegetation Clearance	Volume - IA - Part I - Chapter -II, Clause 1.2.4	The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials removed shall be burnt or otherwise disposed of as directed by the Engineer-In Charge.....	Vegetation clearance including dewatering shall be done by BHEL. Necessary permission for clearance from relevant authorities also to be obtained by BHEL.	Tender condition prevails.
2	Round the Clock work permit	Volume - IA - Part I - Chapter -II, Clause 1.2.5	All the works areas shall be adequately flood lighted to the satisfaction of Engineer-in-charge when the work is in progress during the night shift.	Agreed. Permit for Round the clock working to be provided by BHEL from day one.	Round the clock work is permitted
3	M-Sand usage	Volume - IA - Part I - Chapter- III, Clause 1.3.6.1	Supply / providing aggregate, M-sand/ Crushed stone sand and all other materials required for the work are in the scope of the contractor.	Kindly confirm M-Sand is allowed for construction of vibro stone column. No rebate shall be paid to BHEL for not using the river sand. Kindly confirm.	M-sand is allowed as per tender clause 1.3.6.1 of Volume - IA - Part I - Chapter -III
4	Site Approach	Volume - IA - Part I - Chapter -III, Clause 1.3.12	In construction projects of this magnitude it is possible that all the areas / approaches may not be ready.....	Construction of site approach including maintenance and dewatering shall be facilitated by BHEL at its own cost. Kindly confirm.	Tender condition prevails.
5	No. of Rigs	Volume - IA - Part I - Chapter -IV, Clause 1.4.2	4 nos - Ground improvement rigs and accessories capable of installing stone column through vibro displacement method in all types of strata/ash etc	Bidder request not to fix the minimum number of rigs. To complete the project as per the agreed timeline based on the availability of work front required	Tender condition prevails.

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				resources will be mobilised. Kindly confirm.	
6	Age of Crane	Volume - IA - Part I - Chapter -IV, Clause 1.4.8	The age of the contractor deployed cranes upto 150 T should be within 15 years as on date of deployment. Contractor has to provide documentary proof for the age of the crane at the time of deployment to the BHEL Engineer	Bidder request not to fix the maximum age of machineries. The rigs will be mobilised to work in 100% efficiency to achieve the project schedule. Kindly confirm.	Tender condition prevails.
7	DLP	Volume - IA - Part I - Chapter -VI, Clause 1.6.6	Guarantee period of 12 months shall commence from the date of completion of the whole of the work certified by the Engineer in-charge.	Being very short duration of project, bidder requests to consider DLP of six months from the physical completion of bidder scope of works.	Tender condition prevails.
8	Mobilisation Advance	Volume - IA - Part I - Chapter -VII, Clause 1.7.2	Advance for mobilization. Not Applicable.	Bidder requests for 20% Interest free advance payment upon signing of LOI/LOA against BG for smooth cash flow of project. Kindly confirm.	Tender condition prevails.
9	Interim Payment	Volume - IA - Part I - Chapter -VII, Clause 1.7.3	Interim Payment. 95% item rate shall be released after completion of works and certification by Engineer in charge 5% of item rate shall be released after submission of the quality check formats /documents as per the quality plan for a quantum of work billed and duly certified by Engineer in charge.	Due date for certification shall be 7 days from the submission of Invoice at site. Kindly confirm.	Tender condition prevails.

Sl. No.	Description	Reference Clause	Existing Provision	Bidder's query	BHEL's clarification
10	Performance Security Deposit	VOLUME-IA PART – II CHAPTER 1 S. No. 16, Clause 2.22.1	<p>After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below. In addition, Performance Security deposit on PVC will be recovered at the rate of 5% from every running bill. (a) CASH (DD/Online payment), 5% of the contract Value towards Performance security deposit, before commencing the contract. (or) (b) Recovery 5% from Each Running Bill towards Performance security deposit. (Note: Subcontractor has to choose either Option (a) or (b) before issue of Detailed LOI).</p>	<p>Bidder requests for no cash shall be retained. Upfront Bank Guarantee in lieu of retention will be submitted valid until completion of DLP for 5% of contract value. No money shall be retained from the running account bills. Kindly confirm.</p>	Tender condition prevails.
11	Security Deposit & Performance Security Deposit	VOLUME-IA PART – II CHAPTER 1 S. No. 5, Clause 1.10.4.1	<p>Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms.</p> <ul style="list-style-type: none"> i. Cash (as permissible under the extant Income Tax Act) ii. Local cheques of Scheduled Banks (subject to realization)/ Pay 	<p>Total amount of performance security deposit is 5% of Contract value which shall be submitted as Bank Guarantee valid until completion of works plus 3 months. Kindly confirm.</p>	Tender condition prevails.

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		VOLUME-IA PART – II CHAPTER 1 S. No. 16, Clause 2.22.1	<p>Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</p> <p>iii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.</p> <p>After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below. In addition, Performance Security deposit on PVC will be recovered at the rate of 5% from every running bill.</p> <p>(a) CASH (DD/Online payment), 5% of the contract Value towards Performance security deposit, before commencing the contract. (or)</p> <p>(b) Recovery 5% from Each Running Bill towards Performance security deposit. (Note: Subcontractor has to choose either Option (a) or (b) before issue of Detailed LOI).</p>		

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12	Certification of Invoice	Volume - IA - Part -II, Chapter 1, S.No. 3.	The payment for running bills will normally released within 30 days of submission of running bill complete in all respects with all documents.	Agreed. Due date for certification shall be 7days from the date of submission of invoice.	Tender condition prevails.
13	Method Measurement of	Volume - IA - Part I - Chapter-VII, Clause 1.7.4	Mode of measurement shall be as per relevant clauses of IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD,.....	The method of measurement of stone columns shall be from the top of Working Platform Level to the toe of vibro stone columns. Kindly confirm.	Tender condition prevails.
14	Penalty for Intermediate Milestone	Volume - IA - Part -II, Chapter 1, S. No. 7, Clause 2.7.9.1	Penalty for Intermediate Milestones....	Bidder requests no amount shall be withheld on account of interim LD for intermediate milestones. However, LD shall be applicable for delay in overall contract schedule. The LD shall be applicable for 0.5% per week on balance scope of works and limited upto 5% of balance scope of works. Kindly confirm.	Tender condition prevails.
15	Security Deposit	Volume - IA - Part -II, Chapter 1, S. No. 5, Clause 1.10.8 A	The validity of Bank Guarantee towards Security deposit shall be initially upto completion period + 3 months and shall be kept valid by proper renewal till the acceptance of final bill of the Contractor by BHEL.	Certification of final bill shall be within 30 days from the date of submission including issuance of completion certificate. Kindly confirm.	Tender condition prevails.

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16	Over Run Compensation	Volume - IA - Part -II, Chapter 1, S. No. 8	Over Run Compensation. Not Applicable	Over Run Compensation shall be applicable for extended period for delay beyond bidder control at the rate of 10% on the balance scope of works. Kindly confirm.	Tender condition prevails.
17	Price Variation Compensation	Volume - IA - Part -II, Chapter 1, S. No. 11	Price Variation Compensation. Not Applicable	Price Variation Compensation (PVC) shall be applicable for extended period for delay beyond bidder control on the balance scope of works. The PVC shall be applicable for the following components, 1. Labour 2. HSD 3. Materials The base index shall be computed from the date of bid submission. Kindly confirm.	Tender condition prevails.
18	Quantity variation	Price Bid, Preamble, Clause No.: 9	The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The derived item rates (as mentioned above) for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 30% of awarded contract value	Quantity variation shall be limited to minus 10% of the awarded contract value. If any variation beyond the specified limit, rate revision and compensation shall be applicable. Kindly confirm.	Tender condition prevails.

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19	Schedule for Release of Drawing	VOLUME IA PART – I CHAPTER – III Clause 1.3.12	The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings.....	Kindly provide the schedule for release of drawings structure wise.	Tender condition prevails.
20	Suspension of works by Contractor	VOLUME-IC, GENERAL CONDITIONS OF CONTRACT (GCC) Clause 2.8.21	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	Bidder shall be entitled for suspension of works in case of defaulted payment beyond the specified due date, delay in stoppage of works due to work front/drawing issues. In case of such suspension of works, bidders shall be entitled for EOT with cost compensation (including interim remobilisation & demobilisation charges as per the agreed BOQ rates. Kindly confirm.	Tender condition prevails.
21	Removal of Under Ground Utilities	VOLUME-IA PART-I CHAPTER -X Clause No. 1.10.4.32	The contractor's work shall not hinder other work, either underground or over ground, such as electrical, phone lines, water or sewage lines, etc. In areas of overlap, the contractor shall work in coordination with other related contractors. Any damage by the landscape contractor's team to such utilities will be penalized and contractor shall be responsible for cost for such damages.	Bidder requests for removal of underground utilities, service lines prior to mobilisation of resources to site. During execution of works, if any the utilities shall be removed by BHEL. Kindly confirm.	Tender condition prevails.

Note:

- 1) All other conditions of the tender specification remain unchanged.
- 2) Bidders are requested to consider this corrigendum as part of tender specification and quote accordingly.

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Sreenath N G
Dy. Manager / Subcontracts