

Sl. No.	Reference	Original Text	Revised Text
1	4.12 Contract Performance Bond	As per RFP document.	Section Deleted.
2	4.4.2 Envelope 2 : Table of Contents for Envelope 2, sl. no.1	Remarks: The Consortium Agreement as per Annexure #25 between the Consortium partners duly executed on non-judicial stamp paper and notarised shall be submitted by the successful Bidder along with Security Deposit (SD) & Contract Performance Bond ( <b>refer section 5.7</b> ).	Remarks: The Consortium Agreement as per Annexure #25 between the Consortium partners duly executed on non-judicial stamp paper and notarised shall be submitted by the successful Bidder along with Security Deposit (SD) ( <b>refer section 5.7</b> ).
3	5.7 Signing of Contract	d) Contract Performance Bond.  Thereafter, the Owner shall issue the draft contract agreement within 30 days of acceptance of Purchase Order along with submission of SD & Contract Performance Bond by the Bidder.	Pt. no. d) deleted.  Thereafter, the Owner shall issue the draft contract agreement within 30 days of acceptance of Purchase Order along with submission of SD by the Bidder.
4	11.12 Termination and Suspension:  Last point under Amounts payable on Termination	• If upon termination of the Contract the part of the Contract Price previously paid to the Bidding Consortium exceeds the total amount to which the Bidding Consortium is entitled, as calculated in accordance with this Article and after deduction of any amounts due to the Owner, then the Bidding Consortium shall repay the excess to the Owner within 45 days of receipt of a specified invoice, failing which the Owner may call on the performance bond.	• If upon termination of the Contract the part of the Contract Price previously paid to the Bidding Consortium exceeds the total amount to which the Bidding Consortium is entitled, as calculated in accordance with this Article and after deduction of any amounts due to the Owner, then the Bidding Consortium shall repay the excess to the Owner within 45 days of receipt of a specified invoice.
5	11.12 Termination and Suspension:  Survival of terms and conditions	Termination of the Contract shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to the Articles headed "Right to audit", "Performance bond", "Liabilities and indemnification", "Ownership patents and other proprietary rights and "Confidentiality."	Termination of the Contract shall not relieve the parties of any continuing rights, obligations and liabilities under the Contract, including but not limited to the Articles headed "Right to audit", "Liabilities and indemnification", "Ownership patents and other proprietary rights and "Confidentiality."
6	Annexure #26 Contract Performance Bond	Annexure deleted.	
7	Annexure #22 Penalty	If the Bidder is not able to provide the required & agreed man-power from ERP product OEM (Section	If the Bidder is not able to provide the required & agreed man-power from ERP product OEM (Section

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	Sl. No. 2 Non-Availability of required & agreed man-power from Implementation partner / ERP product OEM	7.7 Resources for Solution Expert Consulting Services)/ Implementation Partner (Section 5.8 Resources for Amendments & Variations) within 15 days from the scheduled date of deployment, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day.	7.7 Resources for Solution Expert Consulting Services)/ Implementation Partner (Section 5.8 Resources for Amendments & Variations) within 15 days from the scheduled date of deployment, the payment to the Bidder shall be liable for deduction at the rate of INR 20,000 (Twenty Thousand) per manpower resource per day.
8	Annexure #22 Penalty  Sl. No. 5 Non-Adherence to minimum resource requirement	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource shortfall for each day.	If the Bidder fails to deploy the minimum resources as mentioned in Section 7.6 Minimum Resource Deployment and/ or 8.2 Minimum Resource Deployment from the date the Contract becomes effective, the payment to the Bidder shall be liable for deduction at the rate of INR 20,000 (Twenty Thousand) per manpower resource shortfall for each day.
9	Annexure #22 Penalty  Sl. No. 4 Non-Adherence to Milestone timelines	If the Bidder fails to achieve the completion of any milestone within defined duration, the payment to him will be liable for deduction @0.5% of the milestone payment for delay of each week or part thereof.	If the Bidder fails to achieve the completion of any milestone within defined duration, the payment to him will be liable for deduction @0.5% of the milestone payment for delay of each week or part thereof.  <i>** For the purpose of penalty, the period of completing the Business Blueprint milestone is reckoned as 12 months without affecting the total time schedule of the project.</i>
10	11.17 Payment Terms - Para 2	Prevailing taxes & duties on the date of completion of milestone will be admitted. However, in case of delay in completion of milestone attributable to the Bidder, the taxes and duties that are reimbursed would be the one that would be applicable on the scheduled Purchase Order delivery date (milestone payment date) or the amount actually paid whichever is less.	Prevailing taxes & duties on the date of completion of milestone will be admitted. However, in case of delay in completion of milestone attributable to the Bidder, the taxes and duties that are reimbursed would be the one that would be applicable on the scheduled Purchase Order delivery date (milestone payment date) or the amount actually paid whichever is less, provided the difference adds to

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			the cost to company (BHEL), otherwise actual taxes & duties paid will be reimbursed.
11	11.17.5 Final Completion	The issue of a Final Completion certificate shall not absolve the Bidding Consortium from the obligation to remedy, or indemnify the Owner for the cost of remedying, latent defects which transpire within ten years from the issue of the Final Completion certificate and which are attributable to the Bidding Consortium, a Sub-Bidder or Bidding Consortium Personnel. In this Article, the term “latent defect” shall mean a defect which produces no readily observable effects prior to the issue of the Final Completion certificate and which is attributable to an unfit for purpose design, or to poor or faulty engineering or workmanship, or to Materials which do not conform to the Contractual specifications or are unfit-for-purpose.	The issue of a Final Completion certificate shall not absolve the Bidding Consortium from the obligation to remedy the latent defects which transpire during the Contract period i.e. till end of Post Go-Live Support period and which are attributable to the Bidding Consortium, a Sub-Bidder or Bidding Consortium Personnel. In this Article, the term “latent defect” shall mean a defect which produces no readily observable effects prior to the issue of the Final Completion certificate and which is attributable to an unfit for purpose design, or to poor or faulty engineering or workmanship, or to Materials which do not conform to the Contractual specifications.
12	RFP document Page No. 86 9.2 General Scope	The broad scope of work shall consist of but not limited to: ...	The broad scope of work shall consist of: ...
13	RFP document Page No. 106, 112, 115, 121, 125  Sections 9.12.1.5, 9.12.2.7, 9.12.3.9, 9.12.4.6, 9.12.5.6 Phase Deliverables	The deliverables for this phase will include signed off documents covering but not limited to the following:  ...	The deliverables for this phase will include signed off documents covering the following:  ...
14	11.18 Limitation of Liability	The cumulative liability of the Bidding Consortium for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value. However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage or any other claim, loss or damages that cannot be limited as per Indian Laws.	In no event shall either of the Parties be liable for any indirect, incidental or consequential damages or liability.  The cumulative liability of the Bidding Consortium for all damages or other amounts arising in connection with this Contract shall be limited to Total Contract value.

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			However, this limitation shall not be applicable to any claim, loss or damages w.r.t. IPR breach, wilful negligence, Confidentiality breach, tangible property damage or any other claim, loss or damages that cannot be limited as per Indian Laws.
15	Annexure #25 Consortium Agreement	<b>Clarification:</b> The Consortium Agreement as per Annexure #25 is draft. The agreement shall be discussed & finalized with the successful Bidder during the Contract finalization period.	
16	Annexure #28 Implementation Payment Schedule	Revised Annexure #28 Implementation Payment Schedule enclosed. 5% Payment against <b>Advance Payment Bank Guarantee</b> (Format as per Annexure #33) to be made to upon completion of Project Preparation Phase.	
17	11.15 Reverse Auction	<p>The Owner reserves the right to finalize the Price Bids based on Reverse Auction procedure for the technically qualified Bidders. If the Owner decides not to go for Reverse Auction, the Sealed Price Bids will be opened for tender evaluation in respect of technically qualified Bidders only. In the event a qualified bidder refuses to participate in Reverse Auction, Owner reserves the right to reject the offer.</p> <p>The Business guidelines for Reverse Auction is as per Annexure # 31.</p>	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p> <p>Information and General Terms and Conditions governing RA are as per <b>Annexure # 31</b>.</p>