

Corrigendum - 4 dated 28/04/2026 to CPC Tender No. BHEL/CPC/AKT /C_CHM/27/009

Name of Work: CONSTRUCTION OF ONE (1) NO. 275 M TALL SINGLE FLUE RCC CHIMNEY COMPLETE IN ALL RESPECT INCLUDING CHIMNEY RAFT, CHIMNEY RCC WIND SHIELD, FABRICATION & ERECTION OF STEEL FLUE CANS, STRUCTURAL PLATFORMS ETC, INSTALLATION OF ELECTRICAL ITEMS IN CONFORMITY WITH THE APPROVED LAYOUT ELEVATORS ETC TO COMPLETE THE CHIMNEY IN ALL RESPECT (BUT EXCLUDING BOROSILICATE WORKS) FOR AMARKANTAK TPS, UNIT-6 (1X660 MW), CHACHAI, M.P.				
Sl. No.	Description	Existing provision	Bidder's query	BHEL's Clarification
1.	Clause No. 15 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 Conditions Prevail.
2.	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 contractors working in Project site proportionately based on contract value	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 Prevail.
3.	Clause 2.7.1 TECHNICAL CONDITIONS OF CONTRACT	Computer Operator and Support Staff: The successful bidder shall also provide the following for miscellaneous service for BHEL's use at site/ PSNR-HQ for construction detail drawings, reconciliation, progress review & day-to-day planning purpose, documentation, etc.: - • 02 Nos. Computer operator and 04 Nos. supporting staff at BHEL Site office for assist in bill processing and maintaining infrastructure (Computer, Printer etc.) at BHEL site office.....	BIL requests BHEL to remove the provision for supplying staff, as the same shall be managed directly by BHEL.	Tender Conditions Prevail.
4.	Clause 3.11.1 TECHNICAL CONDITIONS OF CONTRACT	BHEL shall provide Labour Shed (1 Nos.) for approx. 125 labours on chargeable basis in line with the contractor's mobilization plan for chimney work. Contractor shall intimate mobilization plan for labourers for Chimney Work and BHEL shall allot labour shed accordingly.	We request clarification on whether it is mandatory to take the labour sheds on a chargeable basis from BHEL, or Bidder is permitted to arrange the same independently, given that the cost per shed is significantly very high.	As per Cl.3.11.1 of TCC BHEL shall provide 1 no. of labour Shed to the bidder on chargeable basis. As per Cl. 3.1.2 of TCC, in case requirement of labour shed shall be more than as mentioned in

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				clause no 3.11.1 of TCC, the Contractor has to make his own arrangements.
5.	Clause 3.11.1 TECHNICAL CONDITIONS OF CONTRACT	The cost of each labour shed is Rs 65.00 Lakhs. This amount (on the basis of sheds handed over to contractor) will be recovered progressively from the contractor R A Bills at a rate of 15% of the gross RA Bill amount from each running bill until the full cost is recovered. Ownership of the labour sheds will be transferred to the contractor once the full amount is recovered. The contractor shall be allowed to take away the labour shed with prior permission of BHEL Engineer in Charge.	We request that the cost of each labour shed be revised and reduced to ₹ 20 Lakhs in place of ₹ 65 Lakhs	Tender Conditions Prevail.
6.	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: 1. For Mobilization of Batching Plant with Cement Silo (01 No), Transit Mixture (01 no), JCB (01 no), - 2.0% 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%	A mobilization advance of 5% (interest-free), excluding GST, shall be released in a single installment without the requirement of a Bank Guarantee , subject to submission of the tool deployment details.	Tender Conditions Prevail.
7.	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 Prevail.
8.	Clause 1.12 GENERAL CONDITIONS OF CONTRACT	1.12.1 Bank Guarantees Where ever Bank Guarantees are to be furnished/ submitted by the bidder, the following shall be complied with	Kindly permit the submission of Bank Guarantees for EMD, Security Deposit, Retention Amount, Secured Recoverable Advances, etc., issued by any Scheduled	Tender Conditions Prevail.

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		<p>i) Bank Guarantees shall be from: (a) For EMD - From Scheduled Bank & Preferably from any of BHEL's Consortium Banks and in the prescribed format of Forms and Procedure. Bank Guarantee issued by Co-Operative Banks / Financial Institutions shall not be accepted. (b) For Security Deposit, Retention Amount, Secured Recoverable Advances – Only from BHEL's Consortium bank and in the prescribed format of Forms and Procedure.</p>	<p>Commercial Bank listed with the Reserve Bank of India and by other reputed banks.</p>	
9.	<p>Clause No. 2.7.2.2 General Condition of Contract</p>	<p>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.</p>	<p>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.</p>	<p>Tender Conditions Prevail.</p>
10.	<p>Clause No. 2.20 GENERAL CONDITIONS OF CONTRACT</p>	<p>2.20.1 "Force Majeure" shall mean circumstance which is: 2.20.1.1 beyond control of either of the parties to contract. 2.20.1.2 Either of the parties could not reasonably have provided against the event before entering into the contract, 2.20.1.3 Having arisen, either of the parties could not reasonably have avoided or overcome, and 2.20.1.4 Is not substantially attributable to either of the parties And prevents the performance of the contract.</p>	<p>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,</p>	<p>Tender Conditions Prevail.</p>

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		<p>Such circumstances include but not limited to 2.20.2.1 War, hostilities, invasion, act of foreign enemies. </p>	<p>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.</p>	
11.	<p>Clause No. 2.21 GENERAL CONDITIONS OF CONTRACT</p>	<p>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 with the Rules of said Arbitral Institution </p>	<p>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.</p> <p>The place of arbitration shall be New Delhi. New Delhi law shall apply.</p>	<p>Tender Conditions Prevail.</p>
12.	<p>Clause 2.7.1 GENERAL CONDITIONS OF CONTRACT</p>	<p>RIGHTS OF BHEL: 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.</p>	<p>This shall be applicable with prior notice of 45 days and with mutual agreement.</p>	<p>Tender Conditions Prevail.</p>

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13.	Clause 2.7.1 GENERAL CONDITIONS OF CONTRACT	RIGHTS OF BHEL: Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project.	This shall be applicable with mutual agreement.	Tender Conditions Prevail.
14.	Clause 2.7.2 GENERAL CONDITIONS OF CONTRACT	Breach of Contract, Remedies and Termination: Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.	Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 45 days .	Tender Conditions Prevail.
15.	Clause 2.7.2.2 GENERAL CONDITIONS OF CONTRACT	Remedies in case of Breach of Contract If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.	Please modify the clause as: "If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD."	Tender Conditions Prevail.
16.	Clause 2.7.3 GENERAL CONDITIONS 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 Conditions Prevail.

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17.	<p>Clause 2.7.4 GENERAL CONDITIONS OF CONTRACT</p>	<p>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.</p>	<p>Contractor shall be compensated for other costs incurred by the contractor as a result of termination.</p>	<p>Tender Conditions Prevail.</p>
18.	<p>Clause 2.7.7 GENERAL CONDITIONS OF CONTRACT</p>	<p>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 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.</p>	<p>Compensation to be paid as per mutual decision & agreement.</p>	<p>Tender Conditions Prevail.</p>
19.	<p>Clause No. 2.7.9 General Conditions of Contract</p>	<p>LIQUIDATED DAMAGES 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%</p>	<p>In case of delays attributable to BHEL, BIL shall have the right to an increase of price, extension of schedule and payment of damages suffered.</p>	<p>Tender Conditions Prevail.</p>

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		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 0.5% of contract value per week with maximum limit of 5% of contract value will be imposed as liquidated damages, if delay is attributable to BIL. Liquidated Damages are sole remedy.	
20.	Clause 2.8.21 GENERAL CONDITIONS OF CONTRACT	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC. 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.	Contractor shall have the right to suspend work in case of non-payment by BHEL.	Tender Conditions Prevail.
21.	Clause 2.11.1 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.	Please revise clause as following: 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. The works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified.	Tender Conditions Prevail.
22.	Clause No.2.14.1 GENERAL CONDITIONS OF CONTRACT	QUANTITY VARIATION 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	Please modify the clause as below: 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. Compensation amounting to quantity decreased multiplied by 20% of unit rates of particular item/items will be paid to BIL in case	Tender Conditions Prevail.

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		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.	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.	
23.	Clause No.2.19.1 GENERAL CONDITIONS OF CONTRACT	STRIKES & LOCKOUT The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.	Please revise clause as following: The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL with due prior notice of 15 days to contractor.	Tender Conditions Prevail.
24.	Clause No. 2.21.4 GENERAL CONDITIONS OF CONTRACT	No Interest payable to Contractor Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.	Interest shall be paid by BHEL @SBI PLR + 2% to contractor on any moneys or balances.	Tender Conditions Prevail.
25.	Clause 2.22 GENERAL CONDITIONS OF CONTRACT	RETENTION MONEY: Refund of Retention Amount shall be as follows: 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 this clause 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." for other contracts entered into with them (contractor) by BHEL.	Tender Conditions Prevail.

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<p align="center">26.</p>	<p align="center">Clause 2.24 GENERAL CONDITIONS OF CONTRACT</p>	<p>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.</p>	<p>Please revise the clause as:</p> <p>Guarantee—Warrantee 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.</p> <p>Please add following to the clause:</p> <p>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.</p>	<p align="center">Tender Conditions Prevail.</p>
<p align="center">27.</p>	<p align="center">Clause No. 2.27 GENERAL CONDITIONS OF CONTRACT (SERVICE)</p>	<p>LIMITATION ON LIABILITY:</p> <p>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</p>	<p>LIMITATION ON LIABILITY:</p> <p>Aggregate liability shall be upto 100% of executed contract value.</p> <p>Limitations of liability should also include 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.</p>	<p align="center">Tender Conditions Prevail.</p>

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		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.	
28.	Clause No. 2.7.2.2 GENERAL CONDITIONS OF CONTRACT	Breach of Contract, Remedies and Termination	Please add following: Contractor shall have the right to terminate the contract in the event of BHEL default.	Tender Conditions Prevail.
29.	Clause 2.0 SPECIAL CONDITIONS OF CONTRACT	GENERAL SERVICES TO BE RENDERED BY THE BIDDER 2.9. Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.....	Please delete this clause.	Tender Conditions Prevail.