

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Corrigendum – XIX, dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 - Dry Bottom Ash Handling System-EPC Package (Package-I) of Unit#3 & Unit#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand.

A) Modification in TECHNICAL CONDITIONS OF CONTRACT (TCC) Volume-IA: Following clauses are hereby modified in TCC:

Sl. No.	EXISTING CLAUSE		REVISED CLAUSE	
	Clause No.		Clause No.	
1	TECHNICAL CONDITIONS OF CONTRACT (TCC), CHAPTER-XV: PAYMENT TERMS, Clause no. 15.09.00, Notes: vi	- New Clause -	TECHNICAL CONDITIONS OF CONTRACT (TCC), CHAPTER-XV: PAYMENT TERMS, Clause no. 15.09.00, Notes: vi	<p>PAYMENT TERMS AGAINST Clause 15.01.03 & 15.02.01 of TCC:</p> <p>Payment against invoices raised for material dispatch (i.e., for Clause 15.01.03 and 15.02.01 of TCC as per tender conditions) shall be made upon submission of a complete set of valid documents as specified under the respective payment terms.</p> <p>Vendors may opt for either of the following payment terms:</p> <ul style="list-style-type: none"> • Direct Payment Terms <ul style="list-style-type: none"> ○ Payment within 45 days for Micro and Small Enterprises (MSEs) ○ Payment within 60 days for Medium Enterprises ○ Payment within 90 days for Non-MSME vendors <p>Provision for Discounting through TReDS Platform:</p> <p>MSME vendors can also opt for payments through TReDS. All invoices received from MSME suppliers shall be uploaded by Bharat Heavy Electricals Limited on the Trade Receivables Discounting System (TReDS) platform, enabling suppliers to avail discounting of their accepted trade receivables.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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				<p>Presently, BHEL has onboarded the following TReDS platforms: RXIL, M1xchange, Invoicemart, DTX, C2treds. Vendors may register on any of the above platforms to avail the intended benefits</p> <p align="center">-OR-</p> <ul style="list-style-type: none"> • Indigenous Usance Letter of Credit (LC) <ul style="list-style-type: none"> ○ 45 days credit period for MSEs ○ 60 days credit period for Medium Enterprises ○ 120 days credit period for Non-MSME vendors <p>The details of LC are as follows:</p> <ul style="list-style-type: none"> • Payments will be made through an irrevocable Indigenous Letter of Credit and Payment will be released after completion of the usance credit period and upon receipt of a complete set of required documents by the beneficiary bank. • Based on shipment requirements, the LC may be opened in splits to cover three months' requirements. • The Indigenous LC shall be opened based on the three-month dispatch plan, finalized in accordance with the approved BBU and supply schedule. • A revolving LC may also be operated for appropriate values. • The supplier shall intimate the material readiness plan for opening the LC. • Documents for negotiation under the LC must be presented within 21 days from the date of shipment and within the validity period of the LC.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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				<ul style="list-style-type: none"> • Respective bankers' LC charges shall be borne by the respective parties. • Charges for extension or any other charges arising due to vendor-related reasons shall be borne by the vendor. • For MSME bidders opting for LC payment terms, the quoted price shall be evaluated after adding 1% to the quoted value. • MSME bidders shall be required to submit declaration for choosing the payment mode between a) Direct Payment Terms or b) Indigenous Usance Letter of Credit (LC) in Annexure -K (enclosed with this corrigendum) along with their techno-commercial (Part-I) Bid.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

B) Some of the Bidders had asked queries in the published tender specification. The clarifications issued by BHEL are as below;

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
1	NOTICE INVITING TENDER - NIT26035 CI No :5.0 Pg 7 of 14	Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.	No deviations to tender documentation is not an industry standard for this kind of bid. Bidder requires to delete this provision.	Tender Condition shall prevail. Please note that Pre-Bid discussion was held against the said tender and Queries of bidders were addressed. Refer Clause no. 1.9.2 of INSTRUCTIONS TO BIDDERS, re-iterated below: "Bidders (other than cases of single part bids) shall be given an opportunity to withdraw the deviations/ furnish clarifications/submit documents by appropriate cut-off date by authorized purchase executive. IF THE BIDDER DOES NOT WITHDRAW ITS DEVIATION(S), THE BID WILL BE LIABLE TO BE REJECTED."
2	TCC – Volume IA CI No: 1.3 Pg 4 of 106	The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.	Tender documents includes input data for design which cannot be independently obtained/collected by the Bidder (please refer, for instance, to the information on Bottom Ash Data or on coal, the information on underground services, etc. Bidder requires to delete this provision.	The clause refers to Chapter-I regarding Project Information
3	TCC – Volume IA CI No: 02.12.00 Pg 8 of 106 & CI No: 07.06.00 Pg 42 of 106	All statutory clearances necessary for guarantee tests shall be obtained by the bidder from respective authorities without any additional cost to BHEL	Statutory clearances from respective authorities necessary for guarantee tests shall be obtained by BHEL	Any statutory clearance if required for Guarantee test of DBA system shall be obtained by Bidder

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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4	TCC – Volume IA CI No: 02.21.00 Pg 11 of 106	NO TECHNICAL OR COMMERCIAL DEVIATIONS ARE ALLOWED IN THIS TENDER	No deviations to tender documentation is not an industry standard for this kind of bid. Bidder requires to delete this requirement.	Tender conditions prevail
5	TCC – Volume IA CI No: 02.24.00 Pg 15 of 106	The successful bidder shall confine all field operations to those works which can be reformed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc and during other unfavourable construction conditions. No field activities shall be performed by the successful bidder under conditions which might adversely affect quality & efficiency thereof, unless special precautions or measures are taken by the successful bidder in proper and satisfactory manner in the performance of such works and with the concurrence of the engineer. Such unfavourable construction conditions in no way relieve the successful bidder of their responsibility to perform the works as per the schedule.	The last sentence should not apply to declared Force Majeure events (e.g., typhoons, hurricanes, cyclones, floods, earthquakes) or Engineer-ordered safety suspensions. In such cases, the Contractor should be granted an EOT commensurate with the proven impact and the corresponding cost adjustments. This preserves safety and quality without penalising the schedule for objectively unworkable conditions, while maintaining discipline through timely notice, Engineer concurrence, and contemporaneous records. Therefore, Bidder requires to add, at the end of last sentence: “provided that, where such conditions constitute a Force Majeure Event (including, without limitation, typhoons, hurricanes, cyclones, floods, abnormally severe monsoon rainfall evidenced by Indian Meteorological Department (IMD) red alerts and/or Government orders restricting works) or where the Engineer orders suspension on safety/quality grounds, the Contractor shall be entitled to an Extension of Time commensurate with the impact and the corresponding cost adjustments, subject to timely notice and contemporaneous records.”	The clause may be read in conjunction with relevant GCC clause regarding Force Majeure.
6	TCC – Volume IA CI No: 02.26.00	No item / equipment's shall be dispatched without obtaining Material Dispatch	This may be a problem as release of MDCC can be delayed, thus preventing us a) to invoice	Tender conditions prevail

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	Pg 17 of 106 & CI No: 02.30.00 Pg 21 of 106	clearance certificate from BHEL irrespective of inspection categories.	and cash for the work already completed and b) to dispatch the material, which may be of hindrance in our workshop. Third Party internationally recognized body such as SGS, or DNV) -in lieu of BHEL- in case release of MDCC by BHEL -or dealy in performing the inspection- will be delayed for unreasonable reasons	
7	TCC – Volume IA CI No: 02.32.00 Pg 22 of 106	If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for the performance of the contract shall be promptly notified by the Seller to the Buyer and shall be deemed to belong to the Buyer. The Seller shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favor of the Buyer	Proposed modification: Buyer (and, solely for Project needs, the Owner/O&M Contractor) is granted a fully paid up, royalty free, non-exclusive, non-transferable (except in case of change of ownership of the Unit) license, worldwide and for the term of the relevant IPR, to use the delivery and accompanying documentation/drawings solely for completion of the Project by others upon termination and for start up, operation, maintenance and repair of the Work.	Tender Condition prevails. The clause pertains to project specific requirements.
8	TCC – Volume IA CI No: 02.32.00 Pg 22 of 106	The Seller/contractor agrees to indemnify, defend and hold harmless the BHEL/Owner, its officers, employees, agents, representatives, successors, assignees or any of the Buyer’s customers buying or using the goods or services specified herein, against	Bidder supports an IP infringement indemnity; however, the last sentence makes the Seller’s liability unlimited and the clause requires “pay on demand, without demur and without proof”. This is disproportionate and bypasses due-process (defence, evidence, settlement	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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		<p>any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard and shall pay to the Buyer merely on demand without demur and without requiring the Buyer to furnish any proof of such claim, such sum as indicated in the demand towards any liabilities, damages, penalties, injuries, claims, demands, actions, cost and expenses etc. suffered as a result thereof. The Seller/contractor agrees that its liability under this clause shall be unlimited.</p>	<p>control), creates cash-flow exposure on mere allegations, and conflicts with the Contract's Limitation of Liability framework.</p> <p>Proposed modification: The Seller/contractor agrees to indemnify, defend and hold harmless the BHEL/Owner, its officers, employees, agents, representatives, successors, assignees or any of the Buyer's customers buying or using the goods or services specified herein, against any actual or alleged infringement of such intellectual property interests, claims by third parties in this regard., subject to: (a) prompt written notice; (b) Seller/contractor's right to assume and conduct the defence and settlement (no admission or settlement binding on BHEL/Owner without BHEL/Owner's prior written consent, not to be unreasonably withheld); (c) BHEL/Owner's reasonable cooperation.</p> <p>The Seller/ contractor shall have no liability to the extent the claim arises from (i) combination with equipment, software or materials not supplied by Seller/contractor, (ii) unauthorized use or modifications by others, or (iii) use other than in accordance with the Contract.</p> <p>Any indemnity payments shall be limited to amounts (i) awarded by a final, non-appealable judgment or (ii) paid under a settlement approved by Seller. The Seller's aggregate liability under this clause shall be subject to the Contract's Limitation of Liability, save for wilful</p>	

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
			misconduct and fraud. Indirect/punitive damages are excluded, except to the extent finally awarded to the third party.	
9	TCC – Volume IA CI No: 02.33.00 Pg 23 of 106	Limitation of Liability	Bidder requests to delete the last period (“provided that ...patent infringement”), in line with proposed modification to Clause 02.32.00 above.	Tender conditions prevail
10	TCC – Volume IA CI No: 02.35.00 (c) Pg 23 of 106	Orders/ Guidelines/ Circulars issued by various ministries/ authorities of Govt. of India as issued from time to time shall be applicable for this tender/ contract (even if issued before or after the bid submission end date) for provisions/ restrictions as given from time to time. This shall include but not limited to the provisions/ restrictions for E-invoicing, Preference to Make in India, Restrictions on Procurement from a country which shares a land border with India, MSME Guidelines and Government e-Marketplace and any other provision/ restriction.	Clause (c) makes all future Government Orders/ Circulars automatically applicable (even if issued after bid submission). To preserve price certainty and equitable risk allocation, Bidder requests a Change in Law protection: the Bidder’s price is based on Laws in force at the Bid Due Date; if any new or changed Law affects the cost and/or time to perform, the Contractor will comply and be entitled to an equitable Change Order (cost and/or time). Savings from favourable changes shall likewise be passed through.	Tender conditions prevail
11	TCC – Volume IA CI No: 03.01.00 Pg 25 of 106	Bidder’s responsibility shall include technical coordination (including participation in Project/Contract review meetings with DVC/DVC’s Consultant/BHEL), finalization of drawings/ documents, submission of engineering & civil assignment drawings (Including load data)/ documents ,3D modelling drawings and processing of their approvals by DVC/DVC’s Consultant/BHEL. Bidder shall be solely responsible for	Bidder requests to submit drawings/ documents to BHEL that will remain responsible to obtain DVC’s approval, whilst Bidder will assist BHEL in getting such approval by provided clarifications/details (if any). If Bidder will not receive such approval within 15 days from submittal of each document, then an Extension of Time equal to the period exceeding said 15 days-period shall be granted to Bidder.	Tender conditions prevail. BHEL extend support to Bidder for obtaining approval of customer.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	<p>TCC – Volume IA CI No: 03.02.07(7) Pg 31 of 106</p>	<p>submission & approval of drawings, composite layouts, flow diagrams, Technical data sheets, QAP, Field Quality Plans, Erection manual, Commissioning procedures, O&M manuals, as built drawings after E&C of all equipment, PG test procedures, Inspection & Testing Procedures from DVC/DVC's Consultant/BHEL in time and shall plan the activities accordingly</p> <p>Bidder shall include the responsibility of technical coordination (including participation in technical co-ordination meetings with DVC/ DVC's Consultant /BHEL), finalization of drawings/ documents, submission of engineering drawings/ documents and processing of their approvals by DVC/ DVC's Consultant /BHEL.</p> <p>Bidder shall be solely responsible for submission & getting approval of drawings/ layouts/ flow diagrams/ data sheets/ QAP/ Field Quality Plans/ Commissioning / data sheets/ QAP/ Field Quality Plans/ Commissioning procedures/ O&M manuals/ as built drawings after E&C of all equipment/ PG test procedures/ Testing Procedures from DVC/ DVC's Consultant /BHEL in time and shall plan the activities accordingly. Bidder shall co-ordinate & attend meetings with customer and also with other units of BHEL for finalizing the Dry Bottom Ash Layout,</p>		

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		drawing approval and for any other input information as required.		
12	TCC – Volume IA CI No: 03.02.06 Pg 30 of 106	Bidder to note that any other items/equipment as required for completion of the dry bottom ash handling system shall also be considered in the scope of supply of the bidder. All the items apart from specifically excluded under exclusion section in this specification for Dry Bottom Ash System are to be considered in the bidder's scope. Bidder may raise pre-bid queries for scope clarity during the pre-bid meeting itself, post award and afterwards after award of the contract any other interpretation shall not be entertained, which are not in line with the intent of the specification/BHEL's interpretation.	Specifications are to be strictly adhered to. We shall not exclude items merely because we "normally" do not supply them. Bidder acknowledges the "completeness" requirement. For transparency, Bidder requests to clarify that the phrase "any other items/equipment as required" applies to items reasonably inferable from the specification and the defined battery limits. Items not reasonably inferable or arising from interfaces outside Contractor's control shall be handled via Change Order. Bidder also requests a post-award RFI/clarification process for latent ambiguities, so as to avoid misinterpretations during execution.	The clause refers to Any other items/equipment as required for completion of bidder's scope of works of the Dry Bottom Ash Handling System.
13	TCC – Volume IA CI No: 03.02.07(2) Pg 30 of 106	If the system is not working properly or the system has some inherent design flaws, in such a case, the successful bidder will be liable to correct the system without any price implication to BHEL and BHEL's decision will be final and binding in such cases. 3. Also, the system has to be designed as per best industry practice while taking worst case scenario into account if nothing is mentioned in the technical specifications furnished by DVC/BHEL	Bidder should be given at least 3 weeks time to do the necessary corrections	Tender conditions prevail
14	TCC – Volume IA	In case of any conflict & ambiguity in the standard to be followed the decision of the	In case of conflict or ambiguity among applicable standards/codes/specifications, the	Tender conditions prevail

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	<p>CI No: 03.02.07(11), (12) & (13) Pg 32 of 106</p>	<p>BHEL/DVC/ DVC's Consultant shall be final and binding.</p> <p>In case of any ambiguity, conflict in the standard & specification &/or interpretation of clauses in this enquiry spec. and its enclosures the decision of BHEL shall be final and binding and any change due to this shall have no price implication on BHEL and shall have to be absorbed by successful bidder.</p> <p>Clarifications, if any shall be sorted out, before submission of the bid. Bidder's shall raise all ambiguities, conflict in the standard & specification and/or interpretation of clauses, if any, in this enquiry spec. and its enclosures during pre-bid stage itself, failing which it shall be understood that bidder has no issue and at later date successful bidder shall have no right to take any technical and commercial advantage out of any ambiguity, conflict in the standard & specification and/or interpretation of clauses and the decision of BHEL shall be final and binding and any change due to this shall have no price implication on BHEL and shall have to be absorbed by successful bidder.</p>	<p>Parties shall first apply the Contract's order of precedence. Failing resolution, the matter shall be referred to BHEL/DVC Consultant for a written technical direction based on objective criteria (safety, statutory compliance, recognised engineering practice). However, if the resulting direction requires the Contractor to adopt requirements more onerous than those reasonably inferable from the Contract (including a change of edition beyond the Bid Due Date), the Contractor shall be entitled to an equitable Change Order (price/time), subject to notice and evidence.</p>	
15	<p>TCC – Volume IA CI No: 03.02.07(22) Pg 33 of 106</p>	<p>The successful bidder has to submit all the Self Manufacturing Items (SMI) drawings and QAP within two months of LOI.</p>	<p>No manufacturing drawings shall be provided</p>	<p>The clause refer to GA drawings and QAP</p>
16	<p>TCC – Volume IA CI No: 03.02.07(23)</p>	<p>Successful bidder has to place the order of all the BOI and provide the unpriced Copy of PO</p>	<p>For confidentiality, compliance and protection of proprietary information reasons, any other</p>	<p>Noted.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	Pg 33 of 106 TCC – Volume IA CI No: 13.07.00(4) Pg 66 of 106	of the Bought-out Items (BOI) to BHEL for information & Record. Completion of bought out items (BOI) ordering - (Un-priced PO to be submitted to BHEL)	sensitive commercial conditions contained in such PO (such as proprietary technical details, discounts and payment terms granted to Seller by it's sub-suppliers, etc.) may be redacted prior to submission to BHEL	
17	TCC – Volume IA CI No: 03.02.0725) Pg 33 of 106	Bidder to refer SUB- VENDORS LIST available with DVC NIT specification/amendment (Annexure-6 &7). Additional sub-vendor list of only successful bidder is subjected to end user's approval. Successful bidder will get 90 days from LOI to submit all requisite supporting documents of sub-vendors for approval by end user/BHEL. Any sub-vendor approval not approved by end user or going beyond 90 days by any means from LOI shall not be considered for procurement by BHEL and in such event Successful bidder will go ahead with procurement from only approved sub-vendors, without any price implication to BHEL-ISG. Delay in any new vendor approval from end user shall not be considered for delay analysis.	Bidder proposes the following amendment, which preserves BHEL's approval rights while ensuring schedule certainty and clear accountability, adding a "not unreasonably withheld or delayed" standard for additional sub-vendor approvals (with a deemed approval only if no queries are pending), granting an EOT for delays not attributable to the Bidder, with equitable price adjustment solely if a higher-priced supplier is mandated by End User/BHEL. Proposed amendment – Bidder to refer SUB- VENDORS LIST available with DVC NIT specification/amendment (Annexure-6 &7). Additional sub-vendor list of only successful bidder is subjected to end user's approval, which approval shall not be unreasonably withheld or delayed. Successful bidder will get 90 days from LOI acceptance to submit all requisite supporting documents of sub-vendors, as per the agreed list of documents in Annex __, for approval by end user/BHEL. End User/BHEL shall review and	Tender Conditions Prevail. Delay shall be dealt in line with Clause 2.26 of GCC. No price adjustment shall be admissible to Bidder on account of rejection of any sub-vendor.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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			<p>respond within 20 days from receipt of the documentation; failing which, the concerned sub-vendor shall be deemed approved ("Deemed Approval"). Any rejection shall be reasoned in writing, and the Successful Bidder shall be afforded a reasonable cure/re-submission opportunity</p> <p>If approval is not granted due to reasons not attributable to the Successful Bidder, including delays by End User/BHEL, the schedule shall be extended day-for-day. If approval is not granted due to reasons attributable to the Successful Bidder, the Successful Bidder shall propose an alternative sub-vendor meeting the specifications. In such event Successful bidder will go ahead with procurement from only approved sub-vendors, provided such procurement is feasible in terms of availability, lead time and compliance; if only a more expensive approved sub-vendor is mandated by End User/BHEL, an equitable price adjustment shall apply</p>	
18	<p>TCC – Volume IA CI No: 05.02.00(2) Pg 33 of 106</p> <p>TCC – Volume IA CI No: 08.09.02 Pg 48 of 106</p>	<p>Storage space shall be allotted by BHEL/Customer either inside/outside the plant premises based on availability of space</p> <p>BHEL shall provide free of charge limited open space for office, storage shed and laydown area ONLY IF and "as and where" made available by Customer</p>	<p>BHEL will furnish space for office, storage and all other site facilities required free of charge</p>	<p>BHEL shall provide free of charge limited open space for office, storage shed and laydown area as and where made available by Customer.</p> <p>Bidder to visit site for awareness of prevailing site conditions.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
19	TCC – Volume IA CI No: 05.02.04 Pg 37 of 106	The operation and Maintenance of this Dry Bottom Ash Handling package and BHEL supplied Equipment's for this DBA package till hand over the Dry Bottom Ash Handling System to DVC shall be in bidder scope. Bidder to ensure deputation of sufficient manpower for operation of the plants in shifts as per the site requirement.	Bidder will not be responsible to operate and maintain the system indefinitely. Bidder will not be responsible for Operation and Maintenance after a period of 2 months.	Operation and maintenance of the DBA system shall be applicable until handover of DBA system to DVC DBA vendor to expedite early handover of the system after completing punch/pending points. Tender Condition prevails
20	TCC – Volume IA CI No: 05.03.00 Pg 37 of 106	Nothing in this specification shall be construed to relieve the contractor of the required statutory responsibility. In case of any conflict & ambiguity in the standard to be followed the decision of BHEL/End User shall be final and binding.	This point is not acceptable to Bidder. The final and binding decision cannot be taken only by BHEL/End user. It would need to be a decision discussed and agreed between BHEL, End user and Bidder	Tender Condition prevails
21	TCC – Volume IA CI No: 06.07.00(5) Pg 40 of 106	The Vendor will provide all the addresses and particulars of his sub suppliers while placing the order on vendors for items/components/equipments covered under the contract and will further ensure with his vendors that BHEL/ end user, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors. The bidder to provide datasheets/assembly drawings of the manufacturer/ any other relevant document showing Bill of Material(s), Make, Model Number, Part Number etc. through which the mandatory spares to be supplied can be uniquely identified.	This clause is not acceptable. BHEL / End user need to purchase original spare parts from Bidder.	Tender Condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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22	TCC – Volume IA CI No: 09.03.00 Pg 55 of 106	Other Drawing related information:	<p>The list of documents that can be issued in the first few days after the order is necessarily preliminary, since in complex projects the document list is a "living" element, subject to change as technical inputs, interfaces and the involvement of the various stakeholders are consolidated. For this reason, we propose to allow at least 30 days for the delivery of the first version, which will still remain upgradable throughout the project</p> <p>Also Bidder requires a clarification on the meaning of the term "Certified" referring to drawings. The tender documentation does not seem to provide an unambiguous contractual definition. In our process, "Certified" means only the final drawings, approved and validated after all internal audits, and not the preliminary versions (which follow statuses such as Issued for Review or Issued for Comments). We believe it is important to align on this definition to avoid misunderstandings about the levels of responsibility and the timing of issuance</p>	<p>Tender Condition prevails.</p> <p>Refer clause <i>“List of drawings shall be furnished immediately after placing the order (within 10 days).”</i></p> <p>“CERTIFIED” means signed by the competent nodal authority on the Bidder’s side.</p>
23	TCC – Volume IA CI No: 13.09.00 Pg 67, 69 & 106 of 106	Guarantee/ Warrantee/ Defect Liability period	To avoid an open-ended warranty driven by site/boiler events outside the Contractor’s control (e.g. front unavailability during erection, boiler light-up/full-load delays -pre-conditions for hot commissioning/trial	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

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			<p>run/Functional Guarantee tests-), Bidder propose introducing a sunset clause: the warranty for any equipment/component shall not exceed 24 months from Delivery of Facility at Site. Repairs/replacements would be warranted for the longer of (i) the remaining original warranty or (ii) 12 months from correction, in all cases within the 24-month cap.</p> <p>Proposed modification: The Guarantee/ warrantee/ defect liability Period shall be “Eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs”, unless specified otherwise in the TCC provided that, for each equipment/ component, in no event shall the total Warranty exceed twenty-four (24) months from Delivery at Site (“Sunset Cap”).</p> <p>...Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such re-pair/replacement shall have the Defect Liability Period extended by the longer of: (i) the unexpired portion of the original Warranty, or (ii) twelve (12) months from the correction, in all cases subject to the Sunset Cap.</p> <p>No extension shall apply for periods of non-use not attributable to the Contractor.</p>	

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
24	TCC – Volume IA CI No: 13.10.00 Pg 70 of 106	Latent defects Liability ... For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period, but later.	The definition of Latent Defect is over-broad, being not limited to defect existing at delivery/completion and not discoverable through reasonable inspection or testing or ordinary care and which affects contractual compliance or fitness/merchantability of the works/goods. Furthermore, standard carve-out (normal wear and tear; misuse, negligence, improper operation or maintenance; unauthorized modifications or repairs) are not included	The clause is clear. Tender condition prevails
25	TCC – Volume IA CI No: 15.11.00 Pg 92 of 106	Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable to the Seller/Contractor on any money or balances including but not limited to the security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the BHEL and the Contractor, or any delay on the part of BHEL in making periodical or final payment or any other aspects incidental thereto	Bidder requests to amend this Article as follows. Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable to the Seller/Contractor	Tender condition prevails
26	TCC – Volume IA CI No: 15.12.00(iv) Pg 93 of 106	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act and in line with GCC. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended up to	Bidder requests to add the following provision at the end of point iv: In case such extension is required for a postponement of the Project Schedule not attributable to Contractor, any cost related to	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		acceptance of final bill if the final bill is not settled during the contract period.	the extension, duly documented, shall be borne by BHEL	
27	TCC – Volume IA CI No: 15.15.00 Pg 99 of 106	<p>The basis for the pro-rata payments above shall be as according to the Billing Break-up (BBU) to be finalized subsequently after award of Contract.</p> <p>The Contractor shall prepare and submit to BHEL for approval with Seven days, a break-up of the Contract Price in the currencies of the Contract in line with Annexure 28.</p>	<p>For the nature of the Scope of Work, the BBU may be issued only after finalization of detailed engineering and of the procurement of the main equipment/components</p> <p>A BBU prepared within 7 days of the order is formally feasible, but cannot be considered reliable (reliability on 70/80% main items) because the activities, technical milestones, BOMs and detail inputs are not yet consolidated.</p> <p>The reasons behind the BBU and the PERT are related to the fact that customers often link payments (cash flow) to the PERT and therefore to the BBU and then tie the BBU to the LC, i.e. without BBU they do not issue LC. To avoid delays in payments – especially when advance and progress payments are managed through LC – it is preferable that the following are already prepared in the commercial phase:</p> <ol style="list-style-type: none"> 1. a preliminary BBU, 2. a first indication of the main timelines, 3. and the text of the LC consistent with this structure. 	<p>Tender condition prevails.</p> <p>Bidder is required to submit break-up of the Contract Price in line with Annexure 28 within 7 days</p>
28	TCC – Volume IA CI No: 15.15.00 Pg 100 of 106	Further, the BHEL reserves the right to withhold any amount for the agreed scope of work, not completed/ partially completed/ pending punch points etc. Decision of the BHEL, in this regard shall be final and binding on the seller/ contractor.	The clause permits BHEL to “withhold any amount” without a proportionality check, allowing withholdings that may exceed the value or risk of the incomplete scope. It references “pending punch points etc.” without a jointly agreed punch list or objective	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
			<p>criteria, creating ambiguity and dispute risk. Furthermore, declaring BHEL’s decision “final and binding” in absolute terms effectively removes the Contractor’s right to dispute under the contract’s DR mechanism, which is commercially unbalanced.</p> <p>Bidder requires to amend the clause as follows: :...</p> <p>Further, the BHEL reserves the right to withhold any such amount for as is reasonably commensurate with the agreed scope of work that is not completed/ partially completed/ or has pending punch points as per a jointly documented punch list, subject to BHEL giving written notice specifying the deficiencies and the basis of the amount withheld, and allowing a reasonable cure period. Decision of the BHEL, in this regard shall be binding on the seller/ contractor for payment processing purposes only and without prejudice to the Contractor’s rights to dispute under the Contract’s dispute resolution mechanism; withheld amounts shall be released upon cure or completion of the affected work.</p>	
29	TCC – Volume IA CI No: 17.00.00 Pg 105 of 106	Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, for reason not	The clause is commercially overly broad (“not attributable to BHEL”) and exposes double-recovery risks. Delay remedies are framed as generic “damages,” not confined to liquidated damages, and are triggered whenever the delay is “not attributable to BHEL,” which still captures delays outside the	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>attributable to BHEL, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder</p>	<p>contractor's control (Force Majeure, end-user or BHEL's/DVC's other contractors acts, and change-in-law). Bidder proposes to amend the clause as follows: Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/ Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, for reasons attributable to the Seller/ Contractor and not caused by BHEL/Owner/End-User/End user's consultant or by their Sub-Contractors, Force Majeure or Change in Law, it shall be lawful for purchaser to recover liquidated damages, as sole and exclusive remedy, for breach of Order/Contract as per Article 17.01.00 below, subject to agreed extensions of time under the Contract</p>	
30	TCC – Volume IA CI No: 17.01.00 Pg 105 of 106	<p>LD for delay in successful completion of Facilities (excluding Mandatory Spares) One half of one percent (1/2%) of contract value (excluding Mandatory Spares), for each week of delay in successful Completion of Facilities of each Unit under the package as per the scope of work of the Contractor. Liquidated Damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows:</p>	<p>: Bidder proposes to amend the clause as follows: <i>LD for delay in successful completion of Facilities (excluding Mandatory Spares)</i> Zero point three percent (0.3%) of contract value of the delayed Unit/Milestone (excluding taxes and duties), for each full week of delay in successful Completion of Facilities of each Unit under the package as per the scope of work of</p>	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>One half of one percent (1/2%) Ex-works price of the delayed Mandatory Spares, per week or part thereof of delay, subject to maximum of five percent (5%) of the total Ex-works price of all mandatory spares included in the Scope of Work of the Contractor under the Contract.</p> <p>The total amount of Liquidated Damages for delay under the contracts will be subject to a maximum of 7.5 % of the total contract price.</p>	<p>the Contractor, subject to max three percent (3%) of contract value.</p> <p>Liquidated Damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>Zero point three percent (0.3%) Ex-works price of the delayed Mandatory Spares, per week or part thereof of delay, subject to maximum of three percent (3%) of the total Ex-works price of all mandatory spares included in the Scope of Work of the Contractor under the Contract with pro-rata per day for any part of a week.</p> <p>The total amount of Liquidated Damages for delay under the contracts will be subject to a maximum of 5 % of the total contract price (excluding taxes and duties) of each Unit and shall constitute the sole and exclusive remedy for delay.</p> <p>LDs for delay shall be calculated exclusively on the BBU value of the delayed item, capped at a maximum of 5%. LDs shall apply only where an actual, demonstrated damage occurs and shall constitute the sole and exclusive remedy for delay. A grace period shall be agreed</p>	
31	TCC – Volume IA CI No: 17.02.00 Pg 106 of 106	LIQUIDATED DAMAGES/PENALTIES FOR SHORTFALL IN GUARANTEED PERFORMANCE PARAMETERS:	In case the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed performance requirements, the seller/ contractor shall carry out the modification, if necessary within 180 days from receipt of the written test report by BHEL. If the equipment fails to meet the	Tender condition prevails

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
			<p>guaranteed parameters at the end of above specified period of 180 days (or any longer period mutually agreed between the Parties) purchaser may at his discretion reject the equipment, in case of material non-conformity, or accept the equipment after assessing the liquidated damages to be payable by the seller/contractor under the Contract Alternatively, in case the seller/ contractor does not fulfil the guaranteed parameters, BHEL may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the seller/ contractor, subject to prior written notice, a reasonable opportunity to cure, and recovery limited to reasonable, direct and documented costs. In case of un-remedied any excess consumption of Auxiliary Power consumptions and shortfall of other guarantee parameters for the ordered package as agreed by the seller/contractor in the contract, the seller/contractor shall be liable to pay BHEL by way of LD/Penalty for performance shortfall as stipulated in line with end user's technical specification Sec-VI, Part-A, Sub sec-IV, Functional Guarantees & Liquidated Damages and its amendments, Clarifications etc. if any applicable for this contract.</p> <p>Maximum LD on account of short fall of guaranteed performance parameters shall be in line with the technical specification Sec-VI, Part-A, Sub sec-IV, Functional Guarantees &</p>	

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
			Liquidated Damages and its amendments, Clarifications etc. if any applicable for this contract, subject to an overall aggregate cap together with delay LDs under Art. 17.01.00 of 10% of the total contract price (excluding taxes and duties) of each Unit. LD/Penalties for performance shortfall shall be the sole and exclusive remedy for performance shortfall	
32	GENERAL CONDITIONS OF CONTRACTS (GCC) Rev02 Dated 07 March 2025 Amendment 05 Dated 13th Nov. 2025	--	Bidder will ignore the GCC (General Conditions of Contract) and SCC (Special Conditions of Contract) issued by Damodar Valley Corporation (End User) incorporated under Corrigendum IV dated 16/12/2025, except in case BHEL's SCC (under TCC)/GCC refer to specific articles of DVC's T&Cs, in which case such articles will be considered applicable	GCC (General Conditions of Contract) and SCC (Special Conditions of Contract) issued by Damodar Valley Corporation (End User) incorporated under Corrigendum IV dated 16/12/2025 is an integral part of this tender. Bidders to comply with the same.
33	GCC - Volume-IC CI No: 1.2.7 Pg 9 of 126	The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.	Tender documents includes input data for design which cannot be independently obtained/collected by the Bidder (please refer, for instance, to the information on Bottom Ash Data or on coal, the information on underground services, etc. Bidder requires to delete this provision.	Tender condition shall prevail. Bidder to submit ANNEXURE – XIV – (DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS) along with the Techno-commercial Bid. However, please note that Technical conditions pertaining to design conditions shall be binding to bidder.
34	GCC - Volume-IC CI No: 1.20.2 Pg 19 of 126	EXECUTION OF CONTRACT AGREEMENT The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.	Proposed modification: The successful tenderer's responsibility under this contract commences from the date of acceptance of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	GCC - Volume-IC CI No: Annexure XXIX (9) Pg 109 of 126	CONTRACT AGREEMENT Annexure XXIX That this Agreement shall be deemed to have come into force from ---- the date on which the letter of Award has been issued to the Contractor.	
35	GCC - Volume-IC CI No: 1.21 Pg 19 of 126	CONFIDENTIALITY	Bidder requests to amend the Clause by adding the following provision at the end: "The foregoing provision relating to confidentiality shall apply reciprocally, mutatis mutandis, to Confidential Information conveyed by Seller/Contractor to Purchaser. The foregoing obligation of secrecy shall survive any termination of the Purchase Order and shall be valid for 5 years from completion of Work."	Tender condition prevails.
36	GCC - Volume-IC CI No: 1.22 Pg 19 of 126	If any patent, design, trademark, trade secret or any other intellectual property rights apply to the delivery or accompanying documentation/drawings, Buyer or its customer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved	Proposed modification: see Clause 02.32.00 under TCC of Sl. No 11 Buyer (and, solely for Project needs, the Owner/O&M Contractor) is granted a fully paid up, royalty free, non exclusive, non transferable (except in case of change of ownership of the Unit) license, worldwide and for the term of the relevant IPR, to use the delivery and accompanying	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>by the Seller for the performance of the contract shall be promptly notified by the Seller to the Buyer and shall be deemed to belong to the Buyer. The Seller shall be obligated to cooperate with the Buyer and do everything necessary to obtain or perfect the above-mentioned rights in favor of the Buyer.</p>	<p>documentation/drawings solely for completion of the Project by others upon termination and for start-up, operation, maintenance and repair of the Work.</p>	
37	<p>GCC - Volume-IC CI No: 2.6.19 Pg 29 of 126</p>	<p>Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.</p>	<p>Proposed modification: No idle charges shall be payable for stoppages attributable to the Contractor. However, where work stoppage or idle time is caused by (i) Buyer/Owner acts or omissions (including delayed drawings/approvals, late site access, utilities/isolation, permits, payment default), (ii) Change Orders/Variations, (iii) Force Majeure, the Contractor shall be entitled to: a) Extension of Time (EOT); and b) recovery of reasonable standby/demobilization/ remobilization costs and demonstrable additional costs, subject to timely notice and contemporaneous records (daily manpower/equipment logs). Standby shall not apply where alternate productive work is reasonably available within the Project scope.</p>	<p>Tender condition prevails.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
38	GCC - Volume-IC CI No: 2.8 Pg 31 of 126	SCOPE MODIFICATION	<p>Proposed modification: Any modification/addition beyond the original scope shall be treated as a Variation. Variations shall be instructed in writing by BHEL and priced on the basis of (i) agreed Schedule of Rates (if available) or (ii) time & materials with agreed mark-ups, or (iii) unit rates mutually agreed prior to execution. Each Variation shall entitle the Contractor to an equitable adjustment of Price and Extension of Time (EOT), subject to timely notice and contemporaneous records.</p>	Tender condition prevails.
39	GCC - Volume-IC CI No: 2.10.3 Pg 32 of 126	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): MDCC shall be issued by BHEL. No material shall be dispatched by Supplier / Vendor/ Contractor unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. In case any material is dispatched without MDCC and any loss is incurred by Supplier / Vendor/ Contractor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the Supplier / Vendor/ Contractor in this regard.	In case of late issue of the MDCC by Purchaser/Owner, shipment will be delayed and this will involve storage and financial costs. Therefore, Bidder requires to add the following provision: "In case Seller/Contractor will not receive MDCC within 10 days from successful inspection of the equipment, then the Seller/Contractor can despatch the material without any clearance issued by Purchaser/ Owner."	Tender condition prevails.
40	GCC - Volume-IC CI No: 2.15 Pg 33 of 126	REJECTION	Pre-conditions for rejection are not indicated in this GCC nor in the TCC. Please specify in which cases a rejection right of BHEL are supposed to be applied.	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
41	GCC - Volume-IC CI No: 2.16 Pg 33 of 126	<p>SHORTAGES I DAMAGES If there are any shortages/damages in Equipment/ Stores found during receipt of material at Destination/site, vendor shall supply replacements for same, as early as possible, at the old contractual rates upon intimation to vendor within one (1) months of receipted LR. Decision of BHEL regarding shortages/damages shall be final and binding. LD shall be applicable as per original delivery schedule of P.O.</p>	<p>Proposed modification: If there are any shortages/damages in Equipment/Stores found during receipt of material at Destination/site, such shortages/damages shall be ascertained through a joint inspection report at site (and, where applicable, carrier/insurer survey) in line with the agreed Incoterms risk-transfer point. Vendor shall supply replacements for same as early as possible, within a mutually agreed reasonable resupply period, at the old contractual rates upon intimation to vendor within two (2) months of receipted LR. No LDs will apply to replacements delivered within the agreed resupply period where the shortages/damages are not attributable to the Vendor responsibility or do not delay the Completion Time</p>	Tender condition prevails.
42	GCC - Volume-IC CI No: 2.18.2 Pg 33 of 126	<p>NO INTEREST PAYABLE TO VENDOR/CONTRACTOR No interest shall be payable by the BHEL to the Supplier / Vendor/ Contractor on any money or balances including but not limited to the Performance security amount, EMD, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the BHEL and the Supplier / Vendor/ Contractor, or any delay on the part of BHEL in making periodical or final payment or any other aspects incidental thereto</p>	Bidder requests to delete this Article, being not an industry standard.	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
			<p>Supplier /Vendor / Contractor shall take over the defence and settlement (no admission of liability or settlement binding on BHEL without BHEL's prior written consent, not to be unreasonably withheld), while BHEL shall reasonably cooperate and mitigate losses.</p> <p>Note: Annexures-XXX (INDEMNITY BOND) is issued subject to, and shall be read in conjunction with, the Indemnity clause and the Limitation of Liability clause of the Contract</p>	
44	GCC - Volume-IC CI No: 2.25 Pg 37 of 126	<p>LIMITATION ON LIABILITY Notwithstanding anything to the contrary in this Contract or LOA or Work Order or Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the Supplier / Vendor / Contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order or Purchase Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.</p> <p>This shall not be applicable on the recoveries made by Customer from BHEL on account of Supplier / Vendor / Contractor, any other</p>	<p>Bidder requires to eliminate the last paragraph in its entirety (as creates an open-ended, out-of-cap pass-through of any "Customer recoveries" and effectively nullifying the Limitation on Liability) and to carve out breaches of confidentiality or infringements of intellectual property rights from the limitation cap, in line with market practice, as such breaches/ infringements may cause non-economic, irreparable harm and/or losses that are typically treated outside the contractual cap to allow adequate injunctive relief and full recovery of proven damages. The general cap shall continue to apply to all other heads of liability.</p> <p>Max liability cap for bidder to be 20%.</p> <p>Bidder request to reduce the overall cap on liability to a maximum of 20% of the total contract value</p>	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		type of recoveries for workmanship, material, T&P etc. due from the contractor		
45	GCC - Volume-IC CI No: 2.26.1 Pg 38 of 126	<p>DELAY/ TIME EXTENSION</p> <p>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. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL. Pending finalization of extension of time, payment to vendors for supply/E&C executed during such periods will be done only in excess of maximum LD amount as per LD clause for delayed delivery. On finalization of extension of time, payments to vendor shall be regularized in line with approved time extension proposal.</p>	<p>If the completion of the work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall notify BHEL with particulars of the delay and its cause. Where the delay is not attributable to the Contractor (including BHEL/Owner-caused delays, Force Majeure and Authority orders), the Contract period shall be suitably extended by BHEL by means of an extension of time. BHEL shall respond to any extension of time request within 15 days with either approval or specific comments; failing which, a provisional extension of time equal to the requested period shall apply until final determination. Pending finalization of extension of time, payments to vendors for duly executed supply / services/ work shall be released as per the Contract payment terms. Any LD (if and to the extent finally applicable) shall be adjusted after extension of time determination by way of set-off, but no blanket withholding up to the LD cap shall be applied during the pendency of the extension of time decision.</p>	Tender condition prevails.
46	GCC - Volume-IC CI No: 2.26.3 Pg 38 of 126	<p>However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the</p>	<p>Bidder requests to delete the last sentence ("in addition to ..."), requiring to have LDs as sole and exclusive remedy in case of delay.</p>	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.35.2 of GCC i.e. Breach of Contract, Remedies and Termination.		
47	GCC - Volume-IC CI No: 2.35.2.1 Pg 45 of 126	<p>BREACH OF CONTRACT AND REMEDIES The following shall amount to breach of contract:</p> <p>i. Non-supply of material/ non-completion of work by the Vendor/Contractor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>ii.</p> <p>iii. The Vendor/Contractor delivers equipment/ material not of the contracted quality.</p> <p>...</p> <p>vii. Non-compliance to any contractual condition or any other default attributable to Vendor/Contractor.</p> <p>viii. Any other reason(s) attributable to Vendor towards failure of performance of contract.</p> <p>...</p> <p>Note: a) Once BHEL considers that a breach of contract has occurred on the part of Vendor/ Contractor, BHEL shall notify the Vendor/Contractor 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.</p>	<p>BHEL’s contractual remedies should be triggered only by a material breach that remains uncured despite prior written notice and a reasonable cure period. A fixed 14-day period may not be reasonable for certain technical defects, long-lead replacements or logistics-dependent remedies. As currently drafted, the Clause could allow termination even where:</p> <p>(i) there is a delay in the delivery of certain items that does not impact the overall completion schedule;</p> <p>(ii) a component is found defective after delivery but its reasonable replacement cannot be completed within 14 days; or</p> <p>(iii) there is a non-compliance with a contractual requirement that is immaterial and has no adverse impact on time, cost, performance or safety.</p> <p>Bidder therefore requests to (a) qualify the listed breaches by materiality and impact, (b) align the cure period to the nature of the breach (with flexibility beyond 14 days where objectively required), and (c) limit any termination to the affected portion of the Contract unless the breach frustrates the main purpose of the Contract</p>	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		b) In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.		
48	GCC - Volume-IC CI No: 2.35.2.2 Pg 45 of 126	Remedies in case of Breach of Contract	See Bidder's comments against 2.35.2.1	Tender condition prevails.
49	GCC - Volume-IC CI No: 2.35.2.1 (i) and (ii) Pg 47 of 126	<p>Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads).</p> <p>It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as</p>	<p>Bidder requires to amend the paragraph as follows:</p> <p>i. Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL being reasonable, direct and documented costs supported by adequate evidence in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract calculated only on the money(s) actually incurred (excluding overheads), as simple interest at the rate applicable under the Contract, accruing from the date of receipt by the Contractor of BHEL's written notice specifying the amount, reasons and supporting documents, until payment.</p> <p>ii. It is an agreed term of the contract that, the sum or sums of money so withheld or retained</p>	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.	under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. The relevant date shall be the date of receipt by the Contractor of BHEL's written notice regarding the withholding, specifying amount, cause and supporting evidence Should any sum be adjudged (or agreed) to be due from BHEL to the Contractor, interest at the applicable legal/contractual rate shall be payable from the date of the Contractor's receipt of the withholding notice until the date	
50	GCC - Volume-IC CI No: 2.35.5 (iv) Pg 48 of 126	If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor	Bidder requests to substantiate and circumscribe the clause so that any reimbursement by the Contractor applies only to amounts (a) finally imposed by a competent authority under applicable Labour Welfare laws, (b) arising from the Contractor's breach in connection with the Contract, and (c) not caused by BHEL's own acts/omissions; with notice, right to participate/assume the defence, documentary evidence, and reimbursement net of recoveries/insurance.	Tender condition prevails.
51	GCC - Volume-IC CI No: 2.35.6 Pg 48 of 126	While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work/supply due to conditions beyond its control. In case of idling of resources, BHEL shall review such claims,	Bidder request to (i) distinguish between causes attributable to BHEL/Owner, Force Majeure, and Contractor-related causes;	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>which shall be as decided by BHEL and decision of BHEL shall be final and binding on the contractor.</p>	<p>(ii) provide extension of time and reimbursement of documented, reasonable standby costs where idling is not attributable to Contractor and is connected with the Contract; (iii) replace “final and binding” with a reasonableness standard (acting reasonably and in good faith) and make any disagreement subject to the contractual dispute resolution/conciliation procedure.</p>	
52	<p>GCC - Volume-IC Cl No: 2.35.7 Pg 48 of 126</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</p>	<p>Given that the events covered are not Force Majeure nor attributable to the Contractor, Bidder requests to: (i) include extension of time equal to the suspension period and suspend LDs accordingly; (ii) reimburse documented, reasonable demobilization and remobilization costs at agreed SOR/contract rates or, failing that, proven actuals; (iii) replace “final and binding” with a reasonableness standard (acting reasonably and in good faith) and make any disagreement subject to the contractual dispute resolution/conciliation procedure; (iv) define notice, records, payment timing (e.g., demobilization payable upon completion of demobilization remobilization payable upon remobilization), and align “adequate resources” to a reasonable remobilization plan agreed with BHEL;</p>	<p>Tender condition prevails.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		terminate the contract and effect remedies under Clause 2.35.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor	(v) issue a prior notice to cure before any termination under 2.35.2.2.	
53	GCC - Volume-IC CI No: 2.35.8 Pg 48 of 126	In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases: a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract. b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL). c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided	In the existing provision the following word, "As decided by BHEL" should be removed and substituted by "as decided by an independent competent third party"	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.</p> <p>Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.35.8 (b) above</p>		
54	GCC - Volume-IC ANNEXURE - I Pg 50 of 126	<p>OFFER SUBMISSION AS PER NIT ...</p> <p>I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.</p>	<p>Tender documents shall be updated based on the final T&Cs mutually agreed between the Parties.</p>	<p>Tender condition prevails.</p>
55	GCC - Volume-IC ANNEXURE - XXIX Pg 108 & 109 of 126	<p>CONTRACT AGREEMENT</p> <p>4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such</p>	<p>If Bank Guarantee's extension is required for no fault of Contractor, the same shall be treated as a Variation, entitling the Contractor to an equitable adjustment of Price</p>	<p>Tender condition prevails.</p>

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		<p>action as deemed fit and proper for recovering the said sum of Rs.----- OR In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum</p>		
56	TCC – Volume IA CI No: 15.00.00 Pg 78-102 of 106	PAYMENT TERMS	PAYMENT TERMS TO BE DISCUSSED AND AGREED The one proposed in the tender cannot be accepted (THERE IS NOT EVEN A L/C)	Tender conditions prevail
57	TCC – Volume IA CI No: 15.16.00 Pg 100 of 106	Ownership of the Plant and Equipment (including spare parts) to be supplied shall be transferred to the Purchaser when the Plant and Equipment (including spares) are loaded on to the mode of transport to be used to	BHEL to clarify "what is meant by Plant". Otherwise that could be too generic, if not defined in the contract and limited to our supply, creating interpretative risks.	Plant refer to “Dry bottom ash Systems / Sub-systems”

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
		convey the Plant and Equipment (including spares) from the works to the site.	<p>We are in a position to ask that the term "Plant" be removed, or that it be defined precisely, limiting it exclusively to tangible goods included in our Scope of Supply. Alternatively, we accept the reference to "Equipment" only.</p> <p>The property should pass to the customer only after the full payment of the goods, except in exceptional cases related to tax or customs regulations.</p>	
58	GCC - Volume-IC CI No: 1.2.9 Pg 9 of 126	<p>The submission of bid will tantamount to due diligence having been done and it shall be deemed that:</p> <p>a. the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works</p> <p>b. the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works</p> <p>c. the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.</p>	Price should be adjusted in case of situations to be faced by bidder impacting the costs impossible to foresee at bidding stage	Tender condition prevails.
59	GCC - Volume-IC CI No: 1.9.2 Pg 12 of 126	Bidders (other than cases of single part bids) shall be given an opportunity to withdraw the deviations/ furnish clarifications/submit	No deviations to tender documentation is not an industry standard for this kind of bid. Bidder requires to delete this provision	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
	GCC - Volume-IC ANNEXURE- IV Pg 55 of 126	documents by appropriate cut-off date by authorized purchase executive. IF THE BIDDER DOES NOT WITHDRAW ITS DEVIATION(S), THE BID WILL BE LIABLE TO BE REJECTED. CERTIFICATE OF NO DEVIATION		
60	GCC - Volume-IC Cl No: 1.14 Pg 16 of 126	BANK GUARANTEES	BG may be submitted in the prescribed format or in a similar format acceptable by bidder's bank"	Tender condition prevails.
61	GCC - Volume-IC Cl No: 1.20.1 Pg 19 of 126	Issuance of LOI/LOAs/PO by BHEL shall result in a binding contract between the Contractor and BHEL. Contractor should examine the LOI/LOAs/PO immediately upon receipt and bring to the notice of BHEL, within 7 days of receipt, any discrepancy/errors with regard to scope of work, rates, taxes & duties, agreed terms & conditions etc. for due rectification. If the Contractor fails to give such discrepancies within seven days, LOI/LOAs/PO issued shall be deemed as having no discrepancy/ errors. In case of any clerical error in the LOI/LOAs/PO with respect to agreed Terms & Conditions, BHEL shall issue correction(s) as and when noticed.	The 7-day clause is not acceptable. In complex projects, it is not possible to identify all the inconsistencies in a week: many emerge only when going into details of the activities or addressing specific points of the scope. We therefore propose a more realistic formulation: "The Contractor will examine the LOI/LOA/PO upon receipt and notify BHEL as soon as possible of any discrepancies found in the documentation. In any case, any inconsistencies, conflicts or grey areas that emerge later, during the technical review or project development, will be discussed and rectified in accordance with the hierarchy of contractual documents and according to the principle of technical and commercial consistency."	Tender condition prevails.

Corrigendum – XIX- dated 21/02/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Sl. No.	Section/Clause No	Specification	Bidder's Query	BHEL Clarification
62	GCC - Volume-IC ANNEXURE- IV Pg 55 of 126	CERTIFICATE OF NO DEVIATION	No deviations to tender documentation is not an industry standard for this kind of bid. Bidder requires to delete this Annexure (see also comment at Clause 1.9.2).	Tender condition prevails.
63	GCC - Volume-IC CI No: 2.14.2 Pg 33 of 126	Supplier / Vendor/ Contractor shall not dispatch any material before issuance of MDCC by BHEL.	Bidder requests to delete this provision.	Tender condition prevails.
64	GCC - Volume-IC CI No: 2.18.1 Pg 33 of 126	Mode of Payment	L/C MUST BE INCLUDED IN THE PAYMENT TERMS FOR ALL PAYMENTS EXCEPT DOWNPAYMENTS	LC Payment shall be as detailed in Sl. No.1 of Section-A (A) Modification in TECHNICAL CONDITIONS OF CONTRACT (TCC) Volume-IA of this Corrigendum-XIX.

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).
- 3) **Enclosed:**
 - **Annexure-K** – Declaration by Bidders for choosing the Payment Mode.

**for BHARAT HEAVY ELECTRICALS LTD
SDGM / Purchase – CPC**

Declaration for Selection of Payment Mode by MSME Bidder

(To be submitted on the bidder's letterhead)

1. Bidder Details Particulars Information

Name of Bidder / Firm:

MSME Registration No. :

Type of MSME (Micro/Small/Medium):

Registered Address:

Contact Person:

Email / Phone:

2. Declaration

I/We, the undersigned, hereby declare that as an eligible **MSME Bidder**, we have been informed about the available payment options under the tender. After understanding the terms and conditions of each option, **I/We hereby choose the following payment mode for all supplies under this tender:**

Please select (✓) any one option:

a) Direct Payment Terms

I/We opt for Direct Payment Terms as specified in the tender.

b) Indigenous Usance Letter of Credit (LC)

I/We opt for Indigenous Usance LC as specified in the tender.

3. Confirmation

I/We understand that the selected payment mode shall remain applicable for the entire duration of the contract and cannot be changed later without prior approval of the Purchaser.

I/We also confirm that all information provided above is true and correct to the best of my/our knowledge.

I/We understand that in case of opting for LC payment terms, the quoted price shall be evaluated after adding 1% to the quoted value.

4. Authorized Signatory

Name:

Designation:

Signature:

Date:

Company Seal: