

Corrigendum – XXVI- dated 31/03/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Corrigendum – XXVI, dated 31/03/2026 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.

SECTION-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	TCC – Volume IA CI No: 17.02.00 – Para-1 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 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the seller/contractor. 	TCC – Volume IA CI No: 17.02.00 – Para-1 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 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days or reasonable time as permitted by Owner/Customer without any implication to BHEL. purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the seller/contractor.

SECTION-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	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	IP Rights shall vest under Bidder property. Bidder reiterates that the article as drafted cannot be accepted.	Tender condition shall prevail. Further this requirement is only for Koderma Project as previously clarified vide corrigendum XIX dated 21.02.2026.

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		<p>thereof free of charge by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license</p> <p>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.</p>		
2	TCC – Volume IA CI No: 06.07.00(5) Pg 40 of 106	<p>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.</p> <p>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.</p>	Bidder reiterates that the article as drafted cannot be accepted. Spare parts shall be purchased through Bidder	Tender condition prevails.

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3	TCC – Volume IA Cl 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.	<p>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 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>	Tender condition prevails. Further any dispute arising during contract execution stage shall be dealt as per Dispute resolution mechanism defined in Clause no. 2.31 & Clause no. 2.32 of GCC.

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4	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.</p> <p>Liquidated Damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows: 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>	Bidder reiterates that the article as drafted cannot be accepted: LDs shall be unit-wise, the amount per week shall be reduced, a grace period shall be agreed between the parties; furthermore, LDs shall apply only where an actual, demonstrated damage occurs and shall constitute the sole and exclusive remedy for delay.	Tender Condition Prevails.
5	TCC – Volume IA CI No: 17.02.00 – Para-1 Pg 106 of 106	<p>LIQUIDATED DAMAGES/PENALTIES FOR SHORTFALL IN GUARANTEED PERFORMANCE PARAMETERS:</p> <p>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,</p>	Bidder reiterates that the article as drafted cannot be accepted: cure period shall be increased to 180 days if any longer period has not been mutually agreed between the parties. In case of rectification by BHEL, a prior written notice, a reasonable opportunity to cure, and recovery limited to reasonable, direct and documented costs shall be foreseen. Furthermore, an overall aggregate cap for delay and shortfall in	Refer. Sl. No. 1 of Section-A of this corrigendum-XXVI.

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		<p>if necessary within 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the seller/contractor.</p> <p>-----</p>	<p>guaranteed performance parameters shall be fixed.</p> <p>Please note: the secondary crusher output shall have a particle size distribution where a minimum of 90% of the material passes through a 25 mm square aperture sieve, to be in accordance with norm EN 933-1. So, we kindly require appliance of such norm.</p>	<p>However, regarding query regarding secondary crusher output size.</p> <p>Please note that as per Tender specification, following is the requirement of specification:</p> <p>8. Secondary crusher capacity (with ECO Ash-As Applicable): 129.5 TPH and designed particle output size (-) 25 mm (min. 90% of BA Particle)</p> <p>Bidder to comply the Tender specification requirement. Further for shape of sieve/testing standard norms shall be discussed and finalised with Customer during detail engineering.</p>
6	Corrigendum-XIX dated 21/02/2026, Sl.no. 32 of Section-B- <i>Some of the Bidders had asked queries in the published tender specification. The clarifications issued by BHEL</i>	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.	Bidder reiterates that the article as drafted cannot be accepted. Bidder requires at least to indicate that in case of conflicts BHEL conditions shall prevail over DVC conditions.	<p>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.</p> <p>However, General Conditions of Contracts (GCC), Rev. 02 dated 07 March 2025, together with Amendment 05 dated 13 November 2025, shall prevail upon the 'GCC (General Conditions</p>

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				of Contract)' and 'SCC (Special Conditions of Contract)' issued by Damodar Valley Corporation (End User) in the event of conflict in clauses.
7	GCC - Volume-IC, CI No: 1.20.2 Pg 19 of 126 GCC - Volume-IC, CI No: Annexure XXIX (9) Pg 109 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. 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.	Bidder requests to have the effectiveness of the contract upon the date of acceptance of the LOI and receipt of Advance Payment.	Tender condition prevails.
8	GCC - Volume-IC, CI No: 1.21 Pg 19 of 126	CONFIDENTIALITY Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Owner and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract. i.e. Seller/Contractor shall in no way share or use such intellectual property of BHEL/Owner to promote his own business with others. BHEL reserves the right to claim damages from the	Bidder reiterates that the article as drafted cannot be accepted: confidentiality shall be mutual: CI provided by the Bidder shall be used by BHEL/DVC only for the specific project and to allow installation, commissioning, start-up, operation and maintenance of the BAHS.	CONFIDENTIALITY: Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Owner and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract. i.e. Seller/ Contractor shall in no way share or use such intellectual property of BHEL/Owner to promote his own business with others. BHEL reserves the right to claim damages from the Seller/ Contractor, or take appropriate penal action as deemed fit against the Seller/ Contractor, for

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		<p>Seller/Contractor, or take appropriate penal action as deemed fit against the Seller/Contractor, for any infringement of the provisions contained herein.</p>		<p>any infringement of the provisions contained herein.</p> <p><i>Furthermore, the obligation of BHEL to Owner/customer shall be applicable to Bidder. Please refer Clause no.-16 of Section-IV – GCC, end-user specification published with Corrigendum-IV dated 16.12.2025</i></p>
9	<p>GCC - Volume-IC CI No: 1.22 Pg 19 of 126</p>	<p>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.</p> <p>The Seller represents and guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. In the event a third party makes a claim, the</p>	<p>Bidder reiterates that the article as drafted cannot be accepted. IPR shall be subject to the limitations proposed by Bidder</p> <p>Proposed modification: see Clause 02.32.00 under TCC of Sl. No 11</p> <p>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.</p>	<p>Refer reply given at sl.no.1 of Section-B of this corrigendum XXVI.</p>

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		<p>Seller shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties.</p> <p>The Seller agrees to indemnify, defend and hold harmless the Buyer, 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 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.</p> <p>The Seller agrees that its liability under this clause shall be unlimited.</p>		
10	GCC - Volume-IC Cl No: 2.8 Pg 31 of 126	<p>SCOPE MODIFICATION In case of any modification/addition beyond the original scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/</p>	<p>Bidder reiterates that the article as drafted cannot be accepted, being not an industry standard. Any modification/addition beyond the original scope shall be treated as a Variation, to be mutually agreed between the parties.</p>	<p>SCOPE MODIFICATION: In case of any modification/addition beyond the original scope of work of this system/ package as per the Technical Specifications and Terms & Conditions of the tender, which eventually becomes necessary for completion of facilities for the system/ package, BHEL may ask the</p>

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		package, BHEL may ask the successful bidder to do such works. In such events the work shall be executed by the bidder at mutually agreed prices and the agreed price shall be in line with the Payment received from Customer.		successful bidder to do such works <i>in writing</i> . In such events the work shall be executed by the bidder at mutually agreed prices <i>/rate and time</i> . and the agreed price shall be in line with the Payment received from Customer.
11	GCC - Volume-IC CI No: 2.15 Pg 33 of 126	REJECTION The Supplier / Vendor/ Contractor shall intimate the BHEL in writing, within 15 days after the receipt of rejection advice, regarding disposal of the rejected plant/ equipment/ material /stores. If no advice is received within aforesaid period the BHEL shall be at liberty to return the stores at the cost of the Supplier / Vendor/ Contractor after recovering the cost, if any paid by the BHEL including inward freight and other incidental charges. The BHEL will not be responsible for rejected stores thereafter and no claim whatsoever will rest on the BHEL.	Bidder reiterates the request to clarify which are the pre-conditions for rejection of the BAHS by BHEL Rejection should not be applicable. Otherwise please clarify preconditions for rejection.	Tender condition prevails.
12	GCC - Volume-IC CI No: 2.35.2.1 Pg 45 of 126	BREACH OF CONTRACT AND REMEDIES The following shall amount to breach of contract: 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. ii.	Bidder reiterates that the article as drafted cannot be accepted. The right of BHEL to terminate the contract shall be limited to material breach which remains uncured despite prior written notice and a reasonable cure period	Tender condition prevails.

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		iii. The Vendor/Contractor delivers equipment/ material not of the contracted quality. ... vii. Non-compliance to any contractual condition or any other default attributable to Vendor/Contractor. ...		
13	GCC - Volume-IC CI No : 2.33.5 (i) and (ii) Pg 47 of 126	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 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). ii. It is an agreed term of the contract that, the sum or sums of money so withheld or	Bidder reiterates that the article as drafted cannot be accepted. Amendments proposed by Bidder to be implemented: 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. ii. It is an agreed term of the contract that, the sum or sums of money so withheld or	Tender condition prevails.

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		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 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.	retained 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 of payment	
14	GCC - Volume-IC CI No : 2.35.7 Pg 48 of 126	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	Bidder reiterates that the article as drafted cannot be accepted. Amendments proposed by Bidder to be implemented: 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	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

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		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 2.35.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor	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; (v) issue a prior notice to cure before any termination under 2.35.2.2	site, and decision of BHEL shall be final and binding on the contractor mutually discussed & agreed on submission of documentary proofs. 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 2.35.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

for BHARAT HEAVY ELECTRICALS LTD
SDGM / Purchase - CPC