

Corrigendum - 01 dated 20/03/2026 to CPC Tender No.: BHEL/CPC/KOD/M_ESP/26/104

Corrigendum - 01 to Tender for the Works of

Package-A: Unit # 1 - Erection, Testing, Commissioning, Trial Operation & Handing Over including Handling of materials at BHEL / Client's Stores / Storage Yard and transportation to site, preparation of foundation, NDT, fixing of hangers & supports, application of lining, Insulation, supply & painting, Stencilling & Labelling of Electrostatic Precipitator (ESP) and its auxiliaries along with Ducting complete with all accessories and along with all Support Structures, Platforms etc from ESP outlet to Chimney Inlet of **Unit- 1** at 2x800 MW DVC Koderma TPP STAGE-II.

Package-B: Unit # 2 - Erection, Testing, Commissioning, Trial Operation & Handing Over including Handling of materials at BHEL / Client's Stores / Storage Yard and transportation to site, preparation of foundation, NDT, fixing of hangers & supports, application of lining, Insulation, supply & painting, Stencilling & Labelling of Electrostatic Precipitator (ESP) and its auxiliaries along with Ducting complete with all accessories and along with all Support Structures, Platforms etc from ESP outlet to Chimney Inlet of **Unit- 2** at 2x800 MW DVC Koderma TPP STAGE-II

A) Modification in Notice Inviting Tender (NIT) of the Tender are as follows:

Sl. No.	Reference Clauses of Tender	Existing in Tender	Modified as
1.	NIT Cl. No. 26.0	The consultant/ firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.	The Bidder shall not be eligible to participate in tender(s) for the said works or services, if bidder or any of its associates/subsidiary or 'company having any common director', is engaged by BHEL for the consultancy services for the same project.
2.	NIT Cl. No. 28.0 1 st Para	The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BHEL web site www.bhel.com on "supplier registration page i.e., < https://www.bhel.com/list-debarred-firms >.	The offers of the bidders who are either debarred or under Interim Suspension from BHEL - CPC, PS-Region (PSNR, PSER, PSWR & PSSR), ISG & PEM or debarred from BHEL on web site https://www.bhel.com/list-debarred-firms , and the offer of the bidders, who engage the services of above said firms, shall be rejected.....

B) Modification in General Conditions of Contract (GCC) of the Tender are as follows:

Sl. No.	Reference Clauses of Tender	Existing in Tender	Modified as
1.	GCC Clause 1.5 iii)	1.5 iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com (Refer clause 28.0 of NIT).	1.5 iii) The offers of the bidders who are either debarred or under Interim Suspension from BHEL - CPC, PS-Region (PSNR, PSER, PSWR & PSSR), ISG & PEM or debarred from BHEL on web site https://www.bhel.com/list-debarred-firms , and the offer of the bidders, who engage the services of above said firms, shall be rejected (Refer clause 28.0 of NIT).

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<p>2.</p>	<p>GCC Cl. No. 1.9</p>	<p>1.9 EARNEST MONEY DEPOSIT</p> <p>1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.</p> <p>i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.</p> <p>ii) The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:</p> <p>a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).</p> <p>b) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</p> <p>d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour of BHEL (along with offer). The Fixed</p>	<p>1.9 EARNEST MONEY DEPOSIT</p> <p>1.9.1 Every tender must be accompanied by the prescribed amount of EARNEST MONEY DEPOSIT (EMD) in the manner described herein.</p> <p>i) EMD shall be furnished along with the offer on or before due date for bid submission in full as per the amount indicated in the NIT.</p> <p>In case of e-procurement, bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal as a Proof of EMD. However, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time. Date of remittance of EMD should not be later than the latest due date for bid submission else Bid shall be rejected</p> <p>ii) The EMD is to be paid only in the following forms:</p> <p>a) Cash deposit as permissible under the extant Income Tax Act</p> <p>b) Electronic Fund Transfer credited in BHEL account</p> <p>c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Central Procurement Cell (CPC)/ Noida/ Regional HQ issuing the tender</p> <p>d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</p>
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		<p>Deposit in such cases shall be valid for at least six months from the due date of tender submission.</p> <p>e) Insurance Surety Bonds</p> <p>iii) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee in the prescribed format, as mentioned in clause 1.12 (i), and along with the Offer. The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. No other form of EMD remittance shall be acceptable to BHEL.</p> <p>iv) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.</p> <p>1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:</p> <p>i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</p> <p align="center">OR</p> <p>ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LOI/ LOA/ Contract.</p> <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings</p>	<p>e) Insurance Surety Bonds from IRDA registered Agency as mentioned in clause 1.12.2.</p> <p>f) Bank Guarantee (BG) / e-BG from Scheduled Bank in the prescribed formats as mentioned in clause 1.12.1 (i)</p> <p><u>Note:</u></p> <p>1) In case of foreign bidders, wherever EMD in the form of a bank guarantee in equivalent Foreign Exchange amount (as on date of issue of tender) is taken, it should be issued/ confirmed from any of the scheduled commercial banks located in India included in BHEL's Consortium Bankers list as provided in the tender documents, in an acceptable form.</p> <p>2) The Bank Guarantee and Insurance Surety Bond shall be valid for at least six months from the due date of tender submission with the claim period of 90 (Ninety) days beyond its validity.</p> <p>3) No other form of EMD remittance shall be acceptable to BHEL.</p> <p>1.9.2 (A) EMD by the Tenderer will be forfeited in any of the following conditions:</p> <p>i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</p> <p>ii) The successful bidder, on whom the work has been awarded, fails to deposit the required Security Deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LOI/ LOA/ Contract.</p> <p>(B) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with</p>
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		<p>with suppliers/ contractors” of BHEL and forfeited/ released based on the action as determined under these guidelines.</p> <p>1.9.3 EMD shall not carry any interest.</p> <p>1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.</p> <p style="color: red;">Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.</p>	<p>suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.</p> <p>1.9.3 EMD shall not carry any interest.</p> <p>1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.</p> <p>EMD of successful tenderer will be retained until the receipt of full Security Deposit amount .</p>
3.	GCC Cl. No. 1.10	<p>1.10 SECURITY DEPOSIT</p> <p>1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.</p> <p>1.10.2 The security Deposit shall be furnished before start of the work by the contractor.</p> <p>1.10.3 The required Security Deposit may be accepted in the following forms.</p> <p style="margin-left: 40px;">i) Cash (as permissible under the extant Income Tax Act).</p> <p style="margin-left: 40px;">ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p style="margin-left: 40px;">iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/</p>	<p>1.10 SECURITY DEPOSIT</p> <p>1.10.1 Upon acceptance of Tender, the successful bidder should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.</p> <p>The Security Deposit is to be accepted in the following forms;</p> <p style="margin-left: 40px;">i) Cash (as permissible under the extant Income Tax Act).</p> <p style="margin-left: 40px;">ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p style="margin-left: 40px;">iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p>

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		<p>hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>iv) Bank Guarantee in prescribed formats shall be from Consortium bank as mentioned in clause 1.12 (i).</p> <p>v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.</p> <p>vi) Insurance Surety Bonds.</p> <p>Note:</p> <p>i. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.</p>	<p>iv) Bank Guarantee (including e-BG) in prescribed formats shall be from Consortium bank as mentioned in clause 1.12.1 (i).</p> <p>v) Fixed Deposit Receipt issued by Consortium bank (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR. List of BHEL's Consortium Bank is mentioned in clause 1.12.1 (ii).</p> <p>vi) Insurance Surety Bonds from IRDA registered Agency as mentioned in clause 1.12.2.</p> <p>Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>1.10.2 The Security Deposit should be furnished before start of the work by the contractor. In case of delay in submission of Security Deposit, a penalty equivalent to interest for the delayed period (@ Repo rate + 4%) shall be submitted by contractor in Cash/ Cheque/ DD/ Pay-order else BHEL shall recover the same from their first RA Bill. This penalty for the delayed period would be non-refundable. However, in any case, the delay in submission of Security Deposit should not exceed beyond 90 days from the date of start of work, else BHEL reserve the right to consider it as non-compliance of contractual conditions and may act as per clause 2.7.2. of GCC i.e. Breach of Contract</p> <p>Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is</p>
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		<p>1.10.4 The Security Deposit shall not carry any interest.</p> <p>1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:</p> <ul style="list-style-type: none"> i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor. ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates. iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL. <p>1.10.6 The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + Guarantee / Warrantee / Defect liability obligations + 3 months.</p> <p>1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against</p>	<p>collected. However, payment can be released only after collection/ recovery of Security Deposit.</p> <p>1.10.3 The Security Deposit shall not carry any interest.</p> <p>1.10.4 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:</p> <ul style="list-style-type: none"> i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor. ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates. iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL. <p>1.10.5 The validity of Bank Guarantees/ Insurance Surety Bonds towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor at their own cost till the expiry of the guarantee period plus 3 months or acceptance of Final Bills of the Contractor by BHEL whichever is later. No additional amount shall be payable to the contractor towards bank charges or commission whatsoever.</p> <p>1.10.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL (either as a contractor or customer) reserves the right to set off the Security Deposit against any</p>
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		any claims of other contracts with BHEL by giving prior notice to the contractor.	claims of other contracts with BHEL by giving prior notice to the contractor.
4.	GCC Cl. No. 1.12	<p>1.12 BANK GUARANTEES</p> <p>Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with</p> <p>i) Bank Guarantees shall be from:</p> <p>(a) For EMD - From Scheduled Bank & Preferably from any of BHEL's Consortium Banks and in the prescribed format covered vide F-16 of Forms and Procedure. Bank Guarantee issued by Co-Operative Banks / Financial Institutions shall not be accepted</p> <p>(b) For Security Deposit –Only from BHEL's Consortium bank and in the prescribed format covered vide F-18 of Forms and Procedure.</p> <p>(c) For Retention Amount – Only from BHEL's Consortium bank and in the prescribed format covered vide F-20 of Forms and Procedure.</p> <p>(d) For Interest free refundable Bearing Advance – Only from BHEL's Consortium bank and in the prescribed format covered vide F-22 of Forms and Procedure.</p> <p>(e) For Interest bearing refundable Advance –Only from BHEL's Consortium bank and in the prescribed format covered vide F-23 of Forms and Procedure.</p> <p>ii) List of BHEL's Consortium Bank is covered vide Annexure-1 of Forms & Procedures. In the event of any revision in the list of BHEL's Consortium Banks at the</p>	<p>1.12 BANK GUARANTEES/ INSURANCE SURETY BONDS</p> <p>1.12.1 Bank Guarantees</p> <p>Where ever Bank Guarantees are to be furnished/ submitted by the bidder, the following shall be complied with</p> <p>i) Bank Guarantees shall be from:</p> <p>(a) For EMD - From Scheduled Bank & Preferably from any of BHEL's Consortium Banks and in the prescribed format of Forms and Procedure. Bank Guarantee issued by Co-Operative Banks / Financial Institutions shall not be accepted</p> <p>(b) For Security Deposit, Retention Amount, Secured Recoverable Advances – Only from BHEL's Consortium bank and in the prescribed format of Forms and Procedure.</p> <p>ii) List of BHEL's Consortium Bank is covered in Forms & Procedures. In the event of any revision in the list of BHEL's Consortium Banks at the time of BG execution, the same shall be duly complied with by the Contractor / Vendor.</p>

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		<p>time of BG execution, the same shall be duly complied with by the Contractor / Vendor.</p> <p>iii) For issuance of e-BG, BHEL is a registered entity in NeSL the platform through which e-BG is issued. BHEL as a registered NeSL beneficiary can be tracked based on BHEL PAN No AAACB4146P.</p> <p>iv) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.</p> <p>v) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.</p> <p>vi) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.</p> <p>vii) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.</p> <p>viii) The Original Bank Guarantee shall be submitted to Subcontracting Department of CPC (Central Procurement Cell) - PSHQ of BHEL till signing of Contract Agreement and the balance BG, if applicable, shall be submitted to respective regional HQ, unless specified otherwise in TCC.</p>	<p>iii) For issuance of e-BG, BHEL is a registered entity in NeSL the platform through which e-BG is issued. BHEL as a registered NeSL beneficiary can be tracked based on BHEL PAN No AAACB4146P. BGs should be duly issued in compliance with SFMS requirements.</p> <p>iv) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period, as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.</p> <p>v) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.</p> <p>vi) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.</p> <p>vii) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.</p> <p>viii) The Original Bank Guarantee against Security Deposit, Retention Amount & Secured Recoverable Advances shall be submitted to Subcontracting Department of BHEL from where tender is floated till signing of Contract Agreement. After Contract signing/ during execution of contract, all Bank Guarantees shall be submitted to respective Region HQ, unless specified otherwise in TCC.</p>
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			<p>1.12.2 Insurance Surety Bonds</p> <p>Where ever Insurance Surety Bonds are to be furnished/submitted by the contractor, the following shall be complied with:</p> <ul style="list-style-type: none">i) The Insurance Surety Bonds shall be as per prescribed Formats of Forms and Procedure.ii) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).iii) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.iv) It is the responsibility of the bidder to get the Insurance Surety Bond revalidated/extended for the required period, in line with completion plan, as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Insurance Surety Bond.v) In case extension/further extensions of any Insurance Surety Bond are not required due to fulfillment of contractual obligations as per terms of the contract, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.vi) In case the Insurance Surety Bond are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Insurance Company in writing, without any advance notice/communication to the concerned bidder.
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			<p>vii) Bidders to note that any corrections to Insurance Surety Bond shall be done by the issuing Insurance Company, only through an amendment in an appropriate non-judicial stamp paper.</p> <p>viii) The Original Insurance Surety Bond against Security Deposit & Retention Amount shall be submitted to Subcontracting Department of the respective Region of BHEL from where tender is floated till signing of Contract Agreement. After contract signing/ during execution of contract, all Insurance Surety Bonds shall be submitted to respective Region HQ, unless specified otherwise in TCC.</p>
5.	GCC Cl. No. 2.8.4	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer. Form V is issued by the Principal Employer/End Customer and, therefore, may not be provided to any sub-contractor of the successful bidder, including consortium partners (if any). BHEL shall not be responsible for issuance or provision of Form V to any such sub-contractor. Gate pass shall also be issued only in the name of the agency to whom the labour license has been granted. The bidder shall submit its bid after duly considering the same and shall not raise any claim or dispute on this account at a later stage
6.	GCC Cl. No. 2.14.2	<p>2.14.2 Variation in Individual Quantities of BOQ Item(s)</p> <p>The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule in this regard.</p> <p>In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), then the revision in rates for such BOQ item(s) for the quantity in excess of two times the quantity in the original price schedule including any subsequent increase in quantity, may be considered based on request from the Contractor, however, BHEL decision in this regard shall be final. Revised rates for subject BOQ item(s) shall be worked out on the basis of prevailing market</p>	<p>2.14.2 Variation in Individual Quantities of BOQ Item(s)</p> <p>The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The unit rates derived in the Bill of Quantities (BOQ) shall remain firm and fixed, irrespective of actual variation in quantities executed under the Contract. No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule</p> <p>However, In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), the rate for such BOQ item may be revised if:</p> <p>a) BOQ item include supply of any material such as steel, copper, aluminium, or other metals and their alloys, glazing, tiles,</p>

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		<p>rates mutually agreed between BHEL and Contractor. PVC/ ORC will not be applicable for these revised rates.</p> <p>BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.</p> <p><u>Note:</u></p> <p>(a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).</p> <p>(b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1 above.</p>	<p>sand and aggregates* and any change observed in the price of said material.</p> <p><i>*Rate revision of sand & aggregate shall only be considered due to market price variation in exceptional circumstance like unavailability of sand/aggregate due to ban in mining etc. Seasonal market price variation of sand & aggregate shall not be considered.</i></p> <p style="text-align: center;">And</p> <p>b) The differential amount claimed by the vendor on account of quantity variation beyond the 200% limit shall be considered only if the value of such differential claim exceeds 0.25% of the original total Contract Value (CV).</p> <p>Illustration:</p> <ul style="list-style-type: none">• Original Quantity = A• Executable / Executed Quantity = A₁• Contract BOQ Item Rate derived after applying PVC = B• BOQ Item Rate proposed by Vendor = B₁ <p>Differential Claim</p> $(A_1 - A) \times (B_1 - B) > 0.25\% \text{ of CV}$ <p>The rate claimed by the vendor (B₁) shall be duly substantiated with adequate supporting documents. The justification shall be prima facie acceptable to the BHEL Engineer-in-Charge for the proposal to be processed for further approval.</p> <p>In case executed quantity for a particular BOQ item(s) meets the above conditions, then the revision in rates for such BOQ item(s) for the quantity in excess of the limits, as mentioned at sl. no. 'a' & 'b' above, including any subsequent increase in quantity, may be considered based on request from the Contractor. However, BHEL decision in this regard shall be final and binding to the contractor.</p>
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			<p>The following modality to be followed in support of the compensation/rate revision claim by the Contractor: -</p> <ol style="list-style-type: none">1) Contractor shall intimate in advance in writing to BHEL regarding likely overrun of BOQ quantities.2) Contractor shall submit formal claim to BHEL with applicable rate analysis, supporting quotations / invoices / market price circulars or any other relevant documents.3) Contractor shall take prior written permission from BHEL before execution of such work.4) BHEL shall internally review, take concurrence from respective Engg. Unit, and intimate their final decision for revision of BOQ item rate.5) Revised rates for subject BOQ item(s) shall be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor.6) PVC/ ORC will not be applicable for these revised rates. PVC and ORC will be applicable for these additional quantities as per the actual terms & condition of the contract with Base date for PVC shall be the month of deriving the rate.7) Pending finalization, payment for the quantities beyond the stipulated variation limit shall be made provisionally at the existing contract rate, subject to adjustment upon approval of the revised rate. <p>BHEL, however, retains the right to arrange the excess quantity beyond the above limits through any other source for expediting activities in the interest of the Project.</p> <p><u>Note:</u></p> <p>(a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).</p> <p>(b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1 above.</p>
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<p>7.</p>	<p>GCC Cl. No. 2.15</p>	<p>2.15 EXTRA WORKS</p> <p>2.15.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching or due to damages in transit, storage and erection/commissioning and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.</p> <p>2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.</p> <p>2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.</p> <p>2.15.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same.</p> <p>2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be</p>	<p>2.15 EXTRA WORKS</p> <p>2.15.1 All rectifications/modifications, revamping and reworks during execution/ operation/ maintenance, to be executed by engaging manpower and small tools & tackles (e.g. power hand tools, gas cutting sets, welding machines, chain and Pully block etc.), required for any reasons not due to the fault of the contractor, or needed due to any change in drawings and design of equipments, mismatching or due to damages in transit, storage erection, testing, commissioning and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.</p> <p>2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.</p> <p>2.15.3 All the extra work should be carried out without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.</p> <p>2.15.4 BHEL retains the right to award or not to award any of the repair/ rework/ modification/ rectification/ fabrication works to the contractor, at their discretion without assigning any reason for the same.</p> <p>2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.</p>
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		<p>released on competent authority's approval at the following rate.</p> <p>MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit ,storage and erection damages, payment, if found due will be at Rs.139/- per man hour.</p> <p>2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc. will not be applicable on extra works.</p> <p>2.15.7 Extra Works for Civil Packages shall be regulated as follows –</p> <p>i) <u>Rates for Extra Works arising due to (1) non-availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:</u></p> <p>a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.</p> <p>b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with</p>	<p>MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of small tools and tackles and other site expenses and incidentals, consumables for carrying out extra works as defined above at clause 2.15.1 due will be at Rs. 148 /- per man hour.</p> <p>2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works in case of firm price tenders where PVC is not applicable. Rate revision, Over Run Charges/compensation etc. will not be applicable due to on extra works.</p> <p>Wherever Tenders floated with PVC clause applicable, in those cases: - PVC will be applicable for extra works with Base date as Jan' 2026. Rate revision, Over Run Charges/compensation etc. will not be applicable due to on for extra works.</p> <p>Payment/ recovery due to variation in index of Labour shall be determined on the basis of the following formula;</p> $P = R \times \frac{(X_N - X_0)}{X_0}$ <p>Where,</p> <p>P = Amount to be paid/recovered due to variation in the Index for Labour,</p> <p>R = Value of Extra work done for the billing month (Excluding Taxes and Duties if payable extra)</p>
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		<p>applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.</p> <p>c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.</p> <p>ii) PVC and ORC will not be applicable for (i) above.</p>	<p>X_N = Revised Index for Labour, i.e. All India Consumer Price Index for Industrial Workers for the billing month under consideration</p> <p>X_0 = Index for Labour, i.e. All India Consumer Price Index for Industrial Workers as on the Base date (Jan' 2026)</p>
<p>8.</p>	<p>GCC Cl. No. 2.16</p>	<p>2.16 SUPPLEMENTARY ITEMS</p> <p>2.16.1 For NON-Civil Works Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:</p> <p>i) Based on percentage breakup/rates indicated for similar/nearby items.</p> <p>ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.</p> <p>2.16.2 For Civil Works</p> <p>i) <u>Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:</u></p> <p>a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities</p> <p>b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7</p>	<p>2.16 SUPPLEMENTARY ITEMS</p> <p>Supplementary items / works are those item / works which are not covered in the original scope or BOQ of contract but essentially required for completion of entire work. The Supplementary items/works are due to any of the reasons as mentioned below: -</p> <p>a) All rectifications/modifications, revamping and reworks required to be executed by engaging manpower and major T&Ps like cranes, Induction Heating Machine, huge quantities of scaffolding pipes, costly consumables etc., due to any change in drawings/design of equipment, operation/maintenance requirements, mismatching or due to damages in transit, storage, erection, testing, commissioning & other allied works required for completion of entire work, but not due to the fault of the contractor.</p> <p>b) Additions /alterations in the original scope of works as per contract</p> <p>c) Non-availability of BOQ (Rate Schedule),</p> <p>d) Change in Specifications of materials/works</p> <p>Execution of Supplementary Works by the contractor or to engage any other party shall be at the sole discretion of BHEL. Supplementary Work shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14 mentioned above.</p>

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		<p>ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14</p> <p>iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.</p> <p>iv) PVC and ORC will not be applicable for (i) above.</p>	<p>Subject to certification of such works as supplementary items/works by BHEL Engineer and approval from competent authority, Rates for Supplementary item for completing Non-Civil Works and Civil Works shall be derived on the basis of mutual agreement. BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor. The procedure mentioned as below: -</p> <p>2.16.1 For NON Civil Works:</p> <p>The procedure for deciding the Rates shall be in the following order;</p> <ul style="list-style-type: none">i) Based on percentage breakup/rates indicated for similar/nearby items.ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work. <p>2.16.2 For Civil Works:</p> <p>The procedure for deciding the Rates shall be in the following order:</p> <ul style="list-style-type: none">i) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from<ul style="list-style-type: none">a. Monthly All-India average consumer price index numbers for industrial workers published by Labour Bureau, Ministry of Labour and Employment, Government of India (Website: www.labourbureau.in) andb. Monthly Whole Sale Price Index' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: www.eaindustry.nic.in). <p>Note: Percentage components of labour and commodities for escalation purpose shall be considered as per the</p>
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			<p>components applicable for particular commodity / labour as per Item rate analysis.</p> <p>ii) In case (i) above does not exist, Item rates are to be derived as per 'BHEL's Master Schedule of Rates (MSR)', rate analysis with prevailing market rates.</p> <p>iii) In case (i) & (ii) above does not exist, Item rates are to be as per latest edition of CPWD-DSR with applicable escalation derived from Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed</p>
9.	GCC Cl. No. 2.17.5	PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works . However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.	PVC shall not be payable for the ORC amount, Supplementary/Additional Items. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.
10.	GCC Cl. No. 2.22	<p>2.22 RETENTION AMOUNT</p> <p>2.22.1 Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.</p> <p>The Retention amount of 5% of the contract value may be accepted in the following forms: -</p> <p>i. Cash (as permissible under the extant Income Tax Act).</p> <p>ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/</p>	<p>2.22 RETENTION AMOUNT</p> <p>2.22.1 Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.</p> <p>The Retention amount of 5% of the contract value is to be accepted in the following forms: -</p> <p>i. Cash (as permissible under the extant Income Tax Act).</p> <p>ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security</p>

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		<p>hypothecated / pledged, as applicable, in favour of BHEL).</p> <p>iv. Bank Guarantee shall be in the prescribed formats from Consortium Bank as mentioned in clause 1.12 (i). The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill, if the final bill is not settled during the contract period.</p> <p>v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>vi. Insurance Surety Bonds.</p> <p>Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.</p> <p>In case, contractor opts cash deduction from RA bills in the beginning & subsequently submit 5% of the Contract Value as Retention amount in any form as mentioned above, then refund of deducted retention amount may be permitted to contractor.</p> <p>Note:</p> <p>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p>	<p>and duly endorsed/ hypothecated / pledged, as applicable, in favour of BHEL).</p> <p>iv. Bank Guarantee (including e-BG) in the prescribed formats shall be from Consortium Bank as mentioned in clause 1.12.1 (i). The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill, if the final bill is not settled during the contract period.</p> <p>v. Fixed Deposit Receipt issued by Consortium bank (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR. List of BHEL's Consortium Bank is mentioned in clause 1.12.1 (ii).</p> <p>vi. Insurance Surety Bonds from IRDA registered Agency as mentioned in clause 1.12.2.</p> <p>Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.</p> <p>In case, contractor opts cash deduction from RA bills in the beginning & subsequently submit 5% of the Contract Value as Retention amount in any form as mentioned above, then refund of deducted retention amount may be permitted to contractor.</p> <p>Note:</p> <p>BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p>
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		2.22.2 Refund of Retention Amount shall be as follows: 100% of Retention Amount shall be released along with Final Bill after deduction of all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.	2.22.2 Refund of Retention Amount shall be as follows: 100% of Retention Amount shall be released along with Final Bill after deduction of all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.
11.	GCC Cl. No. 2.32.3	2.32.3 Unless otherwise specified in NIT, offers from 'Consortium'/ 'JVs', shall not be considered.	2.32.3 Unless otherwise specified in NIT, offers from 'Consortium'/ 'JVs (formed specifically for participating in the tender)', shall not be considered.

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
Manager / SCT- CPC