<u>Corrigendum - 02</u> to Tender for the work of "Rate Contract for Providing services with manpower for Field Quality Assurance services (Civil, Mechanical & Electrical) for Construction site works, Steel Structure Fabrication at manufacturer's place, Fabrication, Erection, pre-commissioning and various phases of projects at different BHEL-PS Region sites"

A) Some of the Bidders had asked queries in the published tender specification. The clarifications issued by BHEL are furnished below:

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
1.	Clause 3 (a) of Form F-16 of VolID Forms and Procedure	As our banker is HSBC Limited, and they are on the list of foreign scheduled bank approved by reserve Bank of India. So, we request you to please confirm can we submit the EMD in the form of bank guarantee (BG) from HSBC Ltd. Please clarify.	EMD in the form of bank guarantee (BG) from HSBC Ltd. (Indian Branch) is acceptable.
2.	Clause 2.8.1.1 of Chapter II : SCOPE OF WORK of VOL IATCC	We understand that CVs of FQA engineers shall be submitted after award of contract. Please confirm.	Tender conditions shall prevail. Bidders are requested to refer clause no. 6.5 of TCC in this regard.
3.	General	We understand that purchase preference to MSE is not applicable for this tender. Please confirm.	Purchase preference to MSE bidders is applicable as per extant guidelines.
4.	Clause 2.9.11.(ii) of Chapter II : SCOPE OF WORK of VOL IATCC	The accommodation rates defined for XYZ cities are very low. We request you to increase the same. Please consider	Tender condition shall prevail
5.	Clause 2.9.11.(i) of Chapter II : SCOPE OF WORK of VOL IATCC	We request you to kindly clarify the reimbursement amount that will be provided in case free transportation is not available from own accommodation to the project site	Please refer Modified clause at Sl no. B of this corrigendum.
		Please Clarify.	

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
6.	Clause 2.8.1.5 of Chapter II : Scope of Work of VOL IATCC	We request you to please clarify what documents needs to be submitted against this criterion. Please confirm	Tender condition shall prevail. Bidders are requested to refer clause no. 7.14 of TCC in this regard.
7.	Annexure-9 of VolINIT	We understand that the local content certificate is not required at the time of bidding. Please Clarify.	Bidder needs to submit Annexure 9 of NIT along with their bid.
8.	Clause No. 6.2 of Chapter VI : Time Schedule of VOL IATCC	We request you to kindly consider a mobilization period of 60 days from the date of receipt of intimation. Please consider.	Tender conditions shall prevail.
9.	Form No: F-24 (Rev 00) Indemnity Bond of Vol ID Forms and Procedures	We understand that the limit of indemnification by a Third- party inspection agency/Contractor will be limited to the contract fees in any circumstances. Kindly advise.	Tender conditions shall prevail.
10.	Clause No. 2.27 of Vol IC GCC	We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract. Please Confirm.	Tender conditions shall prevail.
11.	Clause No. 2.20 of Vol IC GCC	We request you to add the following events in the Force Majeure definition i.e. "Pandemic, any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation.	Tender conditions shall prevail.

Sl. No.	Reference clause	Bidder's Query	BHEL's Response
	of Tender		_
		We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.	
		We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract.	
		Please Consider	
12.	Clause No. 2.10 of Chapter II : Scope of Work of VOL IATCC	We request please share the list of insurance to be obtained for the service provider for this tender. Kindly Clarify.	Tender condition shall prevail. Bidders are requested to refer clause no. 2.9.25 of TCC in this regard.
13.	Clause No. 2.7.2 of Vol IC GCC	We understand as per Tender Doc, that Liquidated Damages/ Penalty applicable for this contract shall be maximum to the 5% of the value of the contract in any circumstances.	Tender conditions shall prevail.
		Please confirm.	
14.	Clause No. 2.7.2 of Vol IC GCC	a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason.	Tender conditions shall prevail
		b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor	
		c) We request you to please give the clarification on the payment cycle after the termination of the contract. Please consider	

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
15.	Clause no. 1.iv of VolINIT	Duly considering the high-value nature of the tender and our headquarters is in Munich, Germany, with the proposal being reviewed at a global level, we request you to extend the submission due date by two weeks. Please Consider	Due date extended till 01/08/2025 10:00 Hrs.
16.	Clause no. 1.iv of VolINIT	Only 11 days have been given for submission of bid. The bid submission time is ordinarily be kept 21 days as per the General Financial Rules 2017 Rule 161 (vi) which is reproduced as "Ordinarily, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later. Where the Department also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders." Considering the volume of job, multiple work sites across India, and EMD submission requiring various internal approval stages, we request that the bid submission date/time be extended by 15 days from the present 25.07.2025 10:00hrs.	Due date extended till 01/08/2025 10:00 Hrs.
17.	Clause no. 35 (Modality of Award) of VolINIT	We understand that the counter offer given to the L-2 party shall be the price quoted by the L-1 party or the estimated price of BHEL, whichever is higher and there shall not be any negotiation with L-2 or other parties.	Tender condition shall prevail.
18.	Annexure-1 (Pre- Qualification Requirements) of VolINIT	In relation to point no. 3, we suggest that the organizations having laboratories of their own may be considered in the "Similar services" categories as in general, the inspection agencies do not operate labs at site since it is operated by the construction contractors.	Tender condition shall prevail.

Sl. No.	Reference clause	Bidder's Query	BHEL's Response
	of Tender		
19.	Annexure-1 (Pre- Qualification Requirements) of VolINIT	We request that the agency who is qualified for IAF Scope sector Type-A (17a, 17b), Type-A (19) and Type-A (28) may be considered for bid submission.	Tender condition shall prevail. It is clarified that the agency must be Type-A inspection body as per NABCB in accordance with ISO/IEC17020/2012 with inspection scope as per IAF scope 17,19 and 28 all these together. Scope code of both 17a& 17b together shall be considered against Scope code of 17. Scope code of both 19a & 19b together shall be considered against scope code of 19
20.	Note to Clause no. 2.8.2 of Chapter II : Scope of Work of VOL IATCC	We request that the personnel who is selected by BHEL for any one agency shall not be deployed by any other agency. Also, once a person leaves one agency, it can be selected by the other agency or BHEL with a minimum gap of 6 months from the date of relieving from previous agency.	Tender condition shall prevail.
21.	Clause no. 2.9.11 of Chapter II : Scope of Work of VOL IATCC	Please inform the per day rates for the hotel accommodation (boarding & lodging), travelling rates to be provided to the agency in case the same is not provided by the BHEL. We understand that wherever the vehicle is provided to the successful bidder, it is both for travelling within the plant premises and also outside it. We understand that all facilities including but not limited to AC facilities, Testing facilities, consumables for the execution of the job like pages, cartridges, etc. shall be provided by the BHEL without any cost over the bidder.	Please refer modified Clause as Sl. B of this corrigendum.
22.	Clause no. 2.10.5 of Chapter II : Scope	Since the successful bidder is working on behalf of the BHEL and the BHEL's customer is not having any agreement with the agency, arranging of gate pass may be done by BHEL. Whatever documents are required for	Tender conditions shall prevail.

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
	of Work of VOL IATCC	arranging the gate pass, shall be provided by the successful bidder.	
23.	Clause no. 2.16.4 of Chapter II: Scope of Work of VOL IATCC	It is requested to provide the tentative dates for the discipline-wise location-wise deployment of the personnel at the sites listed in Annexure-A.	Tentative deployment dates shall be decided by regions at the time of placement of work order. Tender condition shall prevail.
24.	Clause no. 2.16.5 of Chapter II: Scope of Work of VOL IATCC	We understand that the splitting is done in such a way that only one agency shall work at one site and there shall not be any mixing of personnel from the three agencies.	Tender condition shall prevail. BHEL PS-Regions at its discretion shall place work order maintaining splitting ratio against their requirement. Bidders are also requested to refer clause no. 2.16.4 of TCC in this regard.
25.	Clause no. 6.2 of Chapter VI: Time Schedule of VOL IATCC	We understand that the Contractor will be informed before releasing PO & minimum tenure of personnel deployment will be at least 12 months.	Tender condition shall prevail.
26.	Clause no. 6.7.1 of Chapter VI: Time Schedule of VOL IATCC	We understand that after the approval of CV by BHEL, we have to depute the person within 30 days & PO will be issued once engineer get selected.	Tender condition shall prevail.
27.	Clause no. 7.1 of Chapter VII: Terms of Payment of VOL IATCC	We understand that the payment shall be released to the agency within 30 days irrespective of the payment release of BHEL from its customer.	Tender condition shall prevail.
28.	Clause no. 7.14 of Chapter VII: Terms of Payment of VOL IATCC	We understand that if the person deployed at site is working on the rolls of another agency hired by the successful bidder, then, the PF statement submitted by that agency to the EPFO is acceptable to BHEL.	Bidder to refer clause no.2.9.1 & 2.8.1.5 of TCC in this regard. Tender conditions shall prevail.

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
29.	Clause no. 8.2.7 of Chapter VIII: Taxes and Duties of VOL IATCC	Since the time sheet for a month would be certified only in next month along with other documents like hotel bill, transport bill, etc, if applicable, hence, the invoice shall be issued in the next month of the performing month. Also, the BHEL site Construction manager should certify the time sheet within 3 working days from the day of presenting it for approval.	Please refer Sl. B of this Corrigendum
30.	Clause no. 8.4.1.3 of Chapter VIII: Taxes and Duties of VOL IATCC	Since, the sites are multiple that are spread across India, it is not possible to get the registration certificate at all site locations by the successful bidder. Hence, it may be waived off and any penalty should not be imposed.	Tender condition shall prevail.
31.	Price Schedule (Rev-00)	We suggest that the BOQ item rate may be separated region-wise (North / South / East / West) along with the discipline-wise (Civil / Mechanical / Electrical) as rates do vary differently across India.	Tender condition shall prevail.
32.	Price Schedule (Rev-00)	The bidder may be given an option to submit the quote separately region-wise (North / South / East / West) along with the discipline-wise (Civil / Mechanical / Electrical) to provide the competitive rates	Tender condition shall prevail.
33.	Submission of Tenders	It may be waived off as there are 47 sites spread all across India and it is not possible to visit each and every site in such a short duration of bid submission time.	Tender condition shall prevail.
34.	Clause no. 2.22.2 of VolIC GCC	The amount (retention / security deposit) retained by BHEL shall be released after the closure of the work at the site or de-mobilization of the last personnel of the successful bidder whichever is earlier irrespective of the closure time of the rate contract after 24 months and thereon.	Tender condition shall prevail.

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
35.	General	Considering the volume of Job that is spread across India, it is suggested that one Project Manager along with one Coordinator may be deployed region wise to manage the team and their consumed man-days shall be on payable basis. If required, they may sit in the BHEL regional office.	Tender conditions shall prevail.
36.	General	We understand that the team at the site shall work under the supervision of the BHEL staff carrying out activities as per their directions. In any way, the agency shall not be responsible for the system / processes, documentation and their retention being approved or executed at the sites.	Tender conditions shall Prevail. Bidders are requested to refer clause no. 2.9.6.
37.	General	We understand that the team at the site shall work under the garb of BHEL domain as a manpower supplier for construction quality management only and nowhere the same including but not limited to the email Ids, logo, stamps of the successful bidder shall be used.	Tender conditions shall prevail. Bidders are requested to refer clause no. 2.8.1.5, 2.9.6. It is again clarified that FQAs are on payroll of bidders and as such they will represent the bidder while working at BHEL. The FQAs deployed by bidders shall be fully responsible for the tasks allotted to them.
38.	General	We understand that the team at the site shall work under the garb of BHEL domain as a manpower supplier for construction quality management only and nowhere the work involves any design, drawing, calculations review or approval.	Tender conditions shall Prevail.
39.	General	We understand that the team at the site shall work under the garb of BHEL domain as a manpower supplier for construction quality management only and is subject to condition that all requisite documents, drawings, calibrated instruments, support required to perform satisfactorily, shall be provided by the BHEL on time.	Tender conditions shall Prevail.

Sl. No.	Reference clause of Tender	Bidder's Query	BHEL's Response
40.	General	Since this is a rate contract, it means the Work Order can be awarded to the successful bidder even if on the last day of it. However, our understanding is that services can be provided to BHEL only till 24 months (extendable to another 3 months) from date of issue of the LOA for rate contract.	Tender condition shall prevail. Bidder is requested to refer Clause no. 6.1 of TCC.
41.	Clause 1.0 (vii) of VOLI NIT	EMD should be reduced to Rs. 5,00,000/- (Rupees Five lakh Only). MSE bidders are exempted from payment of EMD	Tender conditions shall prevail.
42.	Clause 1.0 (v) of VOLI NIT	Bidder requested to extend due date to 01/08/2025, Time: 10:00 hrs	Due date extended till 01/08/2025 10:00 Hrs.
43.	Clause 2.9.11 of Chapter II: Scope of Work of VOL IATCC	We understand that Laptops will not be in bidder scope. We shall provide smart phones having camera (with 4G and above internet connectivity)	Tender conditions shall prevail.
44.	Sl. No. 5 Major Highlights	We understand that Bidder shall not consider the cost of lodging, boarding and local travel in price bid quote. Or please explain if something needs to be considered.	Tender condition shall prevail. Bidders are requested to refer Clause no. 2.9.10, 2.9.11, & 2.9.12 in this regard. Further please note that the word "HSEPs" mentioned in referred clause of Major highlights to be read as "FQAs"
45.	Clause no. 6.2, of Chapter VI: Time Schedule of VOL IATCC	Bidder requested that the clause to be modified as "Agency must ensure mobilization of FQAEs shall be within 45 days from the date of CV approval by BHEL PS-REGION HQ along with detail of deployment (requirement) from BHEL."	Tender conditions shall prevail.
46.	Clause no. 6.7.4, of Chapter VI: Time Schedule of VOL IATCC	Bidder requested to modify para 1 of the clause as "In the event that an FQAE (Field Quality Assurance Engineer) resigns or proceeds on extended leave exceeding 10 days, the contractor shall be responsible for arranging a suitable	Tender conditions shall prevail.

Sl. No.	Reference clause	Bidder's Query	BHEL's Response
	of Tender		
		replacement during the period of absence with no penalty upto 30 days."	
47.	Clause no. 2.27 of Vol IC GCC	Please remove – "This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."	•
48.	Clause no. 2.8 of Chapter II: Scope of Work of VOL IATCC		Tender conditions shall prevail. Bidders are requested to refer clause no. 6.5 of TCC in this regard

B) Following Clause is being modified in TCC:

Sl. No.	Reference clause	Existing Clause	Modified Clauses
	of Tender		
	Clause 2.9.11.(i) of Chapter II : SCOPE OF WORK of VOL IATCC	For FQAs Posted at PS Region project Sites: BHEL shall provide to the FQAEs posted at construction sites, furnished bachelor accommodation as available at respective sites free of charges (Including Free electricity and water supply) and free transport facility on sharing basis at respective sites for attending duty. Company local transport facility will be provided only to the extent it is feasible in the circumstances of the site. Free Transport may be provided for going to hospital or buying medicines in emergency cases only on the recommendation of the Doctor and/or at discretion of the BHEL Construction Manager. The contractor shall be allowed to use BHEL mess facility on chargeable basis. FQAs while utilizing BHEL facilities shall maintain discipline and raise their any	For FQAs Posted at PS Region project Sites: BHEL shall provide to the FQAEs posted at construction sites, furnished bachelor accommodation (Accommodation shall not include AC facilities) as available at respective sites free of charges (Including Free electricity and water supply) and free transport facility on sharing basis at respective sites for attending duty. Company local transport facility will be provided only to the extent it is feasible in the circumstances of the site. In case bidder's own accommodation, Free transport facility will be provided only to the extent it is feasible in the circumstances of the site. In case bidder's accommodation is far away from BHEL's
		concern with proper decency.	accommodation or free transport pickup point, then as

Sl. No.	Reference clause of Tender	Existing Clause	Modified Clauses
		BHEL shall provide a work space to FQA personnel with Desktop, Printer and internet (on Sharing/individual basis) at sole discretion of BHEL.	directed by BHEL, bidder's FQAs shall have to come to a pickup point from where they shall be picked up by BHEL transport facility. In any case, there shall not be any reimbursement. Free Transport may be provided for going to hospital or buying medicines in emergency cases only on the recommendation of the Doctor and/or at discretion of the BHEL Construction Manager. The contractor shall be allowed to use BHEL mess facility on chargeable basis. FQAs while utilizing BHEL facilities shall maintain discipline and raise their any concern with proper decency. BHEL shall provide a work space to FQA personnel with Desktop, Printer and internet (on Sharing/individual basis) at sole discretion of BHEL. Consumables such as pages, cartridges etc. and testing facilities for execution of job shall be in BHEL's scope.
2	Clause no. 8.2.7 of Chapter VIII: Taxes and Duties of VOL IATCC	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.	This clause stands deleted.
3	Clause no. 6.7.4 of Chapter VI: Time Schedule of VOL IATCC	In the event that an FQAE (Field Quality Assurance Engineer) resigns or proceeds on extended leave exceeding 10 days, the contractor shall be responsible for arranging a suitable replacement during the period of absence. If the contractor fails to deploy a substitute FQAE within a stipulated period (hereinafter referred to as 'Period1') from the date of the original FQAE's absence, BHEL shall impose a penalty of ₹250 per man-day starting from the	In the event that an FQAE (Field Quality Assurance Engineer) resigns or proceeds on extended leave exceeding 10 days, the contractor shall be responsible for arranging a suitable replacement during the period of absence. If the contractor fails to deploy a substitute FQAE within a stipulated period (hereinafter referred to as 'Period1') from the date of the original FQAE's absence, BHEL shall impose a penalty of ₹250 per man-day starting from the

Sl. No.	Reference clause of Tender	Existing Clause	Modified Clauses	
		day following 'Period1' (i.e., from 'Period1' + 1 day onwards). Should the contractor continue to delay deployment beyond 'Period1' + 30 days, the penalty shall be levied as per the provisions of Clause 6.7. All travel and associated costs for the replacement FQAE shall be borne by the contractor.	day following 'Period1' (i.e., from 'Period1' + 1 day onwards). Should the contractor continue to delay deployment beyond 'Period1' + 30 days, the penalty shall be levied as per the provisions of Clause No. 6.7.1. All travel and associated costs for the replacement FQAE shall be borne by the contractor.	
		Note: 'Period1' shall be considered as 30 days for up to three occurrences at a single project/site location. Beyond three instances, 'Period1' shall be reduced to 15 days.	Note: 'Period1' shall be considered as 30 days for up to three occurrences at a single project/site location. Beyond three instances, 'Period1' shall be reduced to 15 days.	
4	Clause no. 35 of VOLINIT	 a. Bidders shall quote Total Price for total scope of work i.e 100% of job (refer Rate schedule & BOQ at Chapter IX of TCC), in Rupees in VOL-II-Price-Bid at BHEL E-procurement Portal. Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void. 	a. Bidders shall quote Total Price for total scope of work i.e 100% of job (refer Rate schedule & BOQ at Chapter IX of TCC), in Rupees in VOL-II-Price-Bid at BHEL E-procurement Portal. Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.	
		b. Evaluation shall be done on lowest total quoted price of the qualified bidder for total Scope of work, based on which L-1 bidder shall be finalised.	b. Evaluation shall be done on lowest total quoted price of the qualified bidder for total Scope of work, based on which L-1 bidder shall be finalised.	
		c. BHEL has pre-fixed the Weightages / Factor as detailed in chapter IX of TCC for deriving the Unit Rates for the BOQ item. Considering BHEL pre-fixed "Weightage" and the "Total Price" quoted as per Sl.no. 1 above; "Item Price" of individual items shall be derived by Multiplying the "Weightage"	c. BHEL has pre-fixed the Weightages / Factor as detailed in chapter IX of TCC for deriving the Unit Rates for the BOQ item. Considering BHEL pre-fixed "Weightage" and the "Total Price" quoted as per Sl.no. 1 above; "Item Price" of individual items shall be derived by Multiplying the "Weightage" and	

Sl. No.	Reference clause of Tender	Existing Clause	Modified Clauses
		and "Total price". Unit Rate/Item Rate shall be calculated by dividing "Item Price" with its quantity.	"Total price". Unit Rate/Item Rate shall be calculated by dividing "Item Price" with its quantity.
		d. The total scope of work shall be split into three separate packages as defined in Clause no. 2.16.1 & 2.16.2 in Chapter-II of TCC. Total value for Package-A, Package-B & Package-C shall be finalized based on acceptable L-1 rates as derived from Sl. No. c above and quantities as mentioned for respective Packages in TCC (refer Clause no. 2.16.1 & 2.16.2 in Chapter-II).	d. The total scope of work shall be split into three separate packages as defined in Clause no. 2.16.1 & 2.16.2 in Chapter-II of TCC. Total value for Package-A, Package-B & Package-C shall be finalized based on acceptable L-1 rates as derived from Sl. No. c above and quantities as mentioned for respective Packages in TCC (refer Clause no. 2.16.1 & 2.16.2 in Chapter-II) and shall be awarded as mentioned below
		e. Package A shall be awarded to L-1 Bidder, with acceptable L-1 rates to BHEL.	e. For award of Package A: Package A shall be awarded to L-1 Bidder, irrespective of whether L-1 is MSE or Non-MSE bidder, with acceptable L-1 rates to BHEL.
		f. After awarding Package-A, the finalized values of Package-B shall be counter offered to the other bidders in the order of respective Price Competitiveness (i.e. L-2, L-3 and henceforth). The bidder accepting the finalized value of Package -B, shall be considered for awarding of Package B. Further, subsequent bidders in the order of Competitiveness accepting the the finalized values of Package-C shall be considered for awarding of Package-C.	1. Case I: If L-1 is MSE Bidder: The finalized values of Package-B shall be counter offered to the other bidders in the order of respective Price Competitiveness (i.e. L-2, L-3, and henceforth). The hidder
			2. Case II: If L-1 is Non-MSE bidder

Sl. No.	Reference clause of Tender	Existing Clause	Modified Clauses
			i. Purchase preference shall be given to MSE-MII bidders falling within 15% margin of purchase preference in the order of price competitiveness, in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. The bidder accepting the L1 rates shall be considered for awarding of Package B.
			ii. If none of the eligible MSE-MII bidders within the 15% of quoted L-1 price agree to match the L-1 rate, Package B shall be counter-offered to the remaining bidders, in the order of price competitiveness. The bidder accepting the L1 rates shall be considered for awarding of Package B .
			g. For award of Package C: Further, subsequent bidders (Excl. the bidders whom Package B has been counter-offered) in the order of Price Competitiveness accepting the finalized values of Package-C shall be considered for awarding of Package-C.

Sl. No. Reference clause of Tender		Existing Clause	Modified Clauses
		g. If number of qualified responses (N) are three, the distribution of total scope of work shall be limited to 2 (Two) agencies. Distribution in case of two qualified bidders shall be at BHEL's discretion.	distribution of total scope of work shall be limited to
		h. In case the rate contract is entered with two agencies only, due to less numbers of qualified bidders or bidders not accepting the finalized value of Package -C, BHEL reserves the right to award the quantities of Package-C equally between the two agencies awarded for Package -A & Package -B at its sole discretion. In such case is BHEL offers the aforementioned quantities to successful bidders then, it has to be necessarily accepted by them	only, due to less numbers of qualified bidders or bidders not accepting the finalized value of Package -C, BHEL reserves the right to award the quantities of Package-C equally between the two agencies awarded for Package -A & Package -B at its sole discretion. In such case if BHEL offers the aforementioned quantities to successful bidders
		i. In case, none of the bidders agrees to match the finalized L-1 rates, then 'BHEL reserves the right to award "Package-B & Package-C" to L-1 Bidder at its sole discretion'. In such case, if BHEL at its discretion offers both "Package-B & Package-C" to the L-1 bidder, then it has to be necessarily accepted by L-1 bidder.	award "Package-B & Package-C" to L-1 Bidder at its sole discretion'. In such case, if BHEL at its discretion offers both "Package-B & Package-C" to the L-1 bidder, then it has to be necessarily
		j. Bidders to note that Package A, Package B & Package-C, are item rate contracts. Payment shall be made for the actual quantities of work executed against the respective rate contracts at the awarded unit rate.	Package-C, are item rate contracts. Payment shall be made for the actual quantities of work executed

Sl. No.	Reference clause of Tender		Existing Clause	Modified Clauses
		k.	LOA for Rate contracts of each Package (A, B & C) shall be issued separately and each Package shall be considered as separate rate contract. All the Clauses shall be applicable for each individual contract separately.	LOA for Rate contracts of each Package (A, B & C) shall be issued separately and each Package shall be considered as separate rate contract. All the Clauses shall be applicable for each individual contract separately.

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