

**Corrigendum - 05 dated 23/03/2026 to CPC Tender No. BHEL/CPC/SAT/EPC\_BOP/26/083 for the work of "EPC package for Balance of Plants (BOP) AT MPPGCL SATPURA TPS, Unit-12 (1X660 MW), Sarni (MP)"**

**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 Document	Existing Provision	Bidder's Query/ Deviations requested	BHEL Reply
1	<b>Clause No. 3.77, Extra/ Additional Items of Work Technical Conditions of Contract</b>	<p>3.77 No Extra/ additional claim of the bidder shall be given by BHEL beyond the contract value. However, in case of any reduction in price by owner due to any change in scope pertaining to the scope of work of bidder, same shall be completely passed onto the bidder on back to back basis.</p> <p>Further, if any Extra/ additional claim is received from Owner (MPPGCL) pertaining to the additional scope of work (which is beyond the existing scope) of bidder, 85% of the same shall be passed onto the bidder.</p>	Any modification regarding increase or reduction of the scope of work has to be agreed and negotiated also with the conditions that will regulate it.	Tender conditions shall prevail
2	<b>Clause No. 4.7, Technical Conditions of Contract</b>	<p><b>4.7</b> Inputs exchange between the BOP vendor and BHEL in line with the scope defined in the relevant annexures shall be progressive.</p> <p>Detailed L-2 Schedule and L-3 Schedule, including inputs requirement dates from BHEL, shall be prepared and submitted by Vendor for approval of BHEL.</p> <p>To meet above schedule (Clause No.4.3) in general, and any other intermediate targets set, to meet Owner (MPPGCL)/project schedule requirements, vendor shall arrange &amp; augment all necessary resources from time to time on the instructions of BHEL.</p>	Vendor shall arrange & augment all necessary resources from time to time <del>on the instructions of BHEL</del> to maintain the schedule.	Tender conditions shall prevail

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<b>3</b>	<b>Clause No. 7.12,  (Non-Payment of Interest) Technical Conditions of Contract</b>	<b>7.12 Non- Payment of Interest:</b>  Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable to the Seller/Contractor on any money or balances including but not limited to the security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the BHEL and the Contractor, or any delay on the part of BHEL in making periodical or final payment or any other aspects incidental thereto.	Interest to be paid to the Contractor if payment is delayed beyond due date.	Tender conditions shall prevail
<b>4</b>	<b>Clause No. 8.1.1 &amp; 8.1.2 Liquidated Damages of Technical Conditions of Contract</b>	<b>8.1.1</b> One half of one percent (0.5 %) of contract value (Excluding Mandatory Spares), for each week of delay in successful Completion of Facilities of the Unit as per the scope of work of the Contractor.  <b>8.1.2</b> The total amount of Liquidated Damages for delay under the contracts will be subject to a maximum of 5 % of the total contract price.	To be the sole remedy. Consortium partner will be responsible for its portion of work & LD may be applicable if solely attributable to Consortium partner.	Tender conditions shall prevail

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5	<b>Clause No. 2.7.1 of General Conditions of Contract</b>	<p><b>2.7.1</b> To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.</p> <p>Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein</p>	<p>No modification of the scope should be applicable or acceptable without agreement in the conditions, including any withdraw of the scope.</p> <p>If there is any shortage of manpower or resources it will cause a delay and penalties and LD will apply. The risk and cost of a potential step-in decision should not be applicable.</p>	Tender conditions shall prevail
6	<b>Clause No. 2.7.2.1 Breach of Contract, Remedies and Termination General Conditions of Contract</b>	<b>2.7.2.1 Breach of Remedies</b>	<p>The list of elements that constitute a breach of the contract are a wide, general number of situations (including "Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor."), most of them are already regulated in the contract (in case of delays, etc).</p> <p>This list shall be reduced and limited to material breaches.</p>	Tender conditions shall prevail

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<b>7</b>	<b>Clause No. 2.7.4 General Conditions of Contract</b>	<b>2.7.4</b> To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason whatsoever.	Compensation to Contractor shall be paid, including all cost and an indemnification.	Tender conditions shall prevail
<b>8</b>	<b>Clause No. 2.7.5 (iii) General Conditions of Contract</b>	<b>2.7.5 (iii)</b> Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise	Please delete this clause	Tender conditions shall prevail
<b>9</b>	<b>Clause No. 2.7.6 General Conditions of Contract</b>	<b>2.7.6</b> While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract	BHEL is responsible for the continuity of the works, the coordination of the contractors, etc. Contractor shall be entitled for any compensation/ extra payment for this account.	Tender conditions shall prevail
<b>10</b>	<b>Clause No. 2.8.21 General Conditions of Contract</b>	<b>2.8.21</b> The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.	In case of dispute, arbitration, suspension for non-payment etc, works shall be suspended by Contractor.	Tender conditions shall prevail

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<b>11</b>	<b>Clause No. 2.8.28 General Conditions of Contract</b>	<b>2.8.28</b> The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.	The liability shall be borne by the party that caused the injury.	Tender conditions shall prevail
<b>12</b>	<b>Clause No. 2.9.3 General Conditions of Contract</b>	<b>2.9.3</b> The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL	If there are delays caused by third parties (other contractors, authorities, etc), these cannot be considered attributable to the Contractor, who will not be held responsible.	Tender conditions shall prevail
<b>13</b>	<b>Clause No. 2.11.1 Extension of Time for Completion General Conditions of Contract</b>	<b>2.11.1</b> If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL	If the completion of the works is delayed for causes not attributable to the contractor, compensation for cost and EoT shall be granted.	Tender conditions shall prevail
<b>14</b>	<b>Clause No. 2.27 Limitation of Liability General Conditions of Contract</b>	<b>2.27 Limitation of Liability:</b> Notwithstanding anything to the contrary in this Contract or LOA or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.	We can't accept condition from the contract between the Customer and BHEL. The limitation of liability shall apply under the agreed conditions of this contract. We don't accept "etc" as exclusion of the limit of liability it shall be clear specific element.	Tender conditions shall prevail

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15	<b>BHEL CLARIFICATION SL NO 134, CORRIGENDUM 02 DT 17.3.2026</b>	<p>Security Deposit clause applicable to Consortium Partners: we understand that cumulative SD of consortium partners will be 1% of total contract value and for consortium lead partner / Prime bidder SD will be 5% of total contract value. Please confirm if our understanding is correct : BHEL Clarification Bidder's understanding wrt to SD is correct.</p> <p>LOA containing details of Prime bidder and consortium bidder along with their scope of work shall be issued to prime bidder. No separate LOA shall be issued to consortium partners.</p>	<p>Further for the ease of Invoicing &amp; Billing and avoidance of tax complications, we request BHEL to accept Invoices /Bills directly from Prime bidder and / or other consortium partners for its respective scope of work and its value from approved BBU, as outlined in the Scope matrix. BHEL shall make payment directly to other consortium partners subject to the necessary deduction as applicable, provided Prime Bidder submits the written request for making direct payment by BHEL.</p>	Tender conditions shall prevail
16	<b>23.13 of NIT</b>	<p>After execution of work, the work experience shall be assigned to the Prime Bidder and the Consortium partner or partners for their respective scope of work.</p>	<p>After successful execution of the scope of work of consortium partner under direct order of BHEL, the Prime bidder shall be eligible for becoming a stand alone bidder for the works similar to for which consortium partner was engaged, for subsequent tenders, and the Prime bidder and other consortium partner/ s shall be eligible for obtaining the work experience from BHEL for the complete scope of work, in the proportion of their share in the consortium scope of work in value terms.</p>	Tender conditions shall prevail

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<b>17</b>	<b>23.14 on NIT</b>	The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s). SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder	We request that total SD required in case of consortium bidding for the contract value, to be submitted cumulative by the prime bidder and Consortium partners in the proportion of their scope and value of work as per scope Matrix. Consortium (including prime bidder & partners) shall submit additional security deposit in equal proportion, equivalent to total of 1% of contract value.	Tender conditions shall prevail
<b>18</b>	<b>Clause 1.10 of GCC</b>	<b>Security Deposit</b>	As clarified in corrigendum 02 dt 17.3.2026, consortium bidder shall submit security deposit for 5% and consortium partners shall deposit 1% of total total contract value. Kindly confirm the understanding is correct.	Tender condition shall prevail. Consortium Leader/Prime bidder shall submit 5% of contract value as SD. Cumulative SD for Consortium partners is 1% of contract value and shall be divided equally among consortium partners.
<b>19</b>	<b>Clause 2.22 of GCC</b>	<b>RETENTION AMOUNT</b>	Please confirm if this clause of retention money is also applicable to consortium bidder.	Tender conditions shall prevail



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21	Clause no. 2.13 of GCC	Secured Recoverable Advance	We request, the acceptance of required Bank Guarantee under clause 2.13, from Prime Bidder and / or Consortium partners desirous to draw such advance. However any such request will be submitted to BHEL only by the Prime Bidder. Please confirm.	Tender conditions shall prevail.
22	Clause no. 1.10 & 2.22 of GCC Claue no. 23 of NIT	Security Deposit, Retention Amount and Consortium Tie-up	Referring to various provisions and clarification towards, Security Deposit / Retention money by consortium Bidder, the following may please be accepted. 1. Submission of Total Security Deposit equivalent to 5% of contract Value be accepted from all the consortium partners including Prime bidder by splitting in the proportion of their scope of work. 2. The submission of total additional SD, equivalent 1% of contract value In addition above SD of 5% of contract value by splitting in the proportion of their scope of work. 3. The Rention Money as required under clause 2.22 ( if applicable to Consortium Bidder ) towards 5% of the contract value may also be permitted to be furnished by Prime bidder and consortium partners by splitting in the proportion of their scope of work in the manner described in clause 2.22 of GCC. Kindly Confirm.	Tender conditions shall prevail.