

**Corrigendum 1 Dated 01-11-2024**  
**CPC Tender No. BHEL/CPC/LRA\_SGL\_KOD/PMC/25/039**

**Work Description:** Engagement of a consulting firm for Project Management Consultancy for efficient execution of 2X800 MW NTPC Lara Project, 2X800 MW NTPC Singrauli Project & 2X800MW DVC Koderma (Phase-II)

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**A. Time Extension: Clause No. 1.0 Salient Features of NIT in NOTICE INVITING TENDER is revised as below:**

Sl. No.	Clause No.	Existing in Tender	Revised As
1	Sl. No. v) DUE DATE & TIME OF OFFER SUBMISSION.	Date: 01-11-2024, Time: 10:00 Hrs	Date: 08-11-2024, Time: 10:00 Hrs
2	Sl. No. vi) OPENING OF TENDER	Date: 01-11-2024, Time: 16:30 Hrs	Date: 08-11-2024, Time: 16:30 Hrs

**B. Some of the Bidders sought clarifications in regard to the published tender specification. The clarifications issued by BHEL are as below:**

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1	Overall tender - Confidentiality of Bid documents submitted		Request you to please confirm and ensure confidentiality of the Bid documents submitted by the us (as bidder). i.e. these documents should NOT be available for download/view by anyone other than BHEL. This will help us ensure that we are submitting our bid in response to the RFP.	As the tender is published on Government E-procurement NIC Portal, hence downloading/viewing of documents shall be governed by NIC portal guidelines.
2	Overall tender- Accommodation of team		Kindly change TCC/GCC enabling successful bidder to - Avail stay and logistics facilities at BHEL guesthouses/colony on chargeable basis. This help will improve productivity of team working with BHEL.	Tender Condition shall prevail
3	NIT - Pre-qualification criteria (PQC)	ii) Number of Similar Works* (incl. implementation of digital dashboard) successfully completed by Consultant in any three sectors i.e. Utility, Energy, Material & Industrial Sector, each assignment must have value of at least Rs. 400 lacs#, in last seven Yrs. from latest	Request you to please considering amending the PQC criteria and make this more liberal: a. Experience of the bidder and its marking criteria e.g. assigning equal marks to B. ii and B.iii (i.e. 15 each) b. General Profile of Qualification, Experience & no. of Key staff - No of projects	Tender Condition shall prevail

		due date of bid submission. (Certificate/email from customer of bidder for successful completion of consultancy work to be provided) - 12 marks. iii) Number of Consultancy** work undertaken by Consultant among Indian Navratna/ Maharatna PSEs/Govt. (State/ Central / UT), each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid. Submission. - 18 marks	for 15 years experience to be more reduced to 12 years.	
5	TCC a.(E - 6) b. D - (iii)) Project specific dashboard	E. 6. Consultant shall bear all the cost including licenses fee, to enable the key persons of BHEL/Customer to have access the modules of the dash board. D . iii. Consultant shall use BHEL system (Wrench/IPMS/Other) for report publication and monitoring of Key Performance Indicators such as Milestone tracker, schedule status etc.	Clarity required on scope defined in TCC w.r.t project specific dashboard on below mentioned aspect: a. User access to dashboard/tool: Number of users requiring the access to dashboard & data update b. Server deployment (Cloud or onsite server) and its related cost c. Will support for Dashboard maintenance be offline - Kindly confirm	a. There shall be approx 60 no. of Users requiring the access to dashboard and data update for all the three projects.  b. & c. Tender condition shall prevail.
6	NIT - Page - 15 , CV of Team Members	8. No. of years of consulting experience 9. No. of years of consulting experience in similar works	Ambiguity in the format Annexure B - Please remove "Consulting" word in clause 8 and 9.	In S. No. 8 & 9 of Annexure B of PQR: Please mention the experience of the concern person along with Consulting experience if any.
7	TCC – Chapter 2 Scope of Work	b. Risk Management: i. Project risk identification, assessment and risk mitigation planning.	In Scope of work there is a dependency on BHEL project team which is not clearly specified e.g. risk management section - mitigation planning for the identified risk shall be done by BHEL team. Successful bidder's team will only be supporting in monitoring of the agreed mitigation plan. Likewise there are other examples, which we would request BHEL to resolve.	Tender Condition shall prevail

8	NIT Clause 31.1 (i) Compliance to restrictions of GFR	31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017 Note: (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.	In NIT tender Annex. 11 is mentioned for GFR but format of the same is not available	Annex. 11 to be read as Annexure-10 in Note of NIT Clause 31.1(i)
9	Annex. A ( NIT) - Page - 20 Experience of the consulting firm	Documents enclosed in support of aforementioned details 1. Work order copy – highlighting the work matching the QCBS requirements. 2. Work completion certificate – mentioning actual amount paid against the work 3. Satisfactory performance certificate/email (if applicable)	Ambiguity in the format Annexure A The current format stipulates that the certificate should reflect the <u>actual amount paid</u> for the work completed. However, there appears to be a discrepancy when compared to the Pre-qualification Criteria (PQC), which requires that the <u>work order value must exceed</u> INR 4 Crores. We suggest changing the format requirement and we should only mention that the job surpasses the INR 4 Crore threshold, as outlined in the PQC.	Tender Condition shall prevail
10	NIT - Page - 28 Letter of comfort (Annexure 4)	We hereby confirm that, for the work under RFP no. [•] for Engagement of a Consulting Firm for Project Management Consultancy, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BHEL, as and when required by BHEL for this assignment, without any additional costs.	Requesting a amendment in annexure 4 for providing the access to global resources WITH additional cost (as mutually agreed) instead of without any additional cost. Partner involvement ---	Tender Condition shall prevail
11	GCC - Page - 21 2.21.2 Dispute Resolution	If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning,	Delete the clause entirely or Replace with the following text:  Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the	Tender Condition shall prevail

		operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.	validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.	
12	GCC - Page - 21 2.28.1 Indemnification Given by Bidder	The bidder will indemnify & protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.	Please delete this clause as Bidder cannot agree to any indemnity obligation as the same is against Bidder's policy.	Tender Condition shall prevail

13	NIT - Annexure 3 Non-Disclosure Agreement	Confidential information disclosed orally or otherwise than in writing shall not be afforded confidential treatment hereunder unless it is summarized in writing by BHEL to consulting firm within five (5) business days of such disclosure	please delete this clause from NDA. This is against bidder's policy.	Tender Condition shall prevail
14	Suggestion by Bidder		<i>New clause to be added</i> <u>Independence and termination on mutual grounds</u> Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to BHEL if Bidder reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations/ethics	Tender Condition shall prevail
15	Suggestion by Bidder		<i>New clause to be added</i> <u>Confidentiality:</u> Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this	Tender Condition shall prevail

			Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.	
16	Suggestion by Bidder		<p><i>New clause to be added</i></p> <p><u>Intellectual Property:</u> Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Bidder owns in performing the Services. Notwithstanding the delivery of any deliverables, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Bidder compile and retain in connection with the Services (but not information provided by BHEL reflected in them). Upon payment for the Services, BHEL may use any Materials included in the deliverables, as well as the deliverables themselves as permitted by this Agreement.</p>	Tender Condition shall prevail
17	Suggestion by Bidder		<p><i>New clause to be added</i></p> <p><u>Termination By Bidder:</u> Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to BHEL if Bidder reasonably determine that selected agency can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Tender Condition shall prevail
18	Breach of contract	2.5.2 BHEL shall terminate the contract after due notice of a period of 14 days' then, 'Breach of Consultant' will be considered to have been established:	Request you to please consider replacing notice period of 14 days with 90 days.	Tender Condition shall prevail

19	Remedies in case of Breach of Contract is established	In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established,	Request you to please cap the liability to minimum of below: a. Amount already paid to the bidder or b. 10% of the amount paid	Tender Condition shall prevail
20	Insurance	In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third-party claims. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims). Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.	Bidder only maintains Professional Indemnity Insurance at firm wide level. Request you to please consider the redraft the clause as per the cover in professional indemnity insurance	Tender Condition shall prevail
21	Indemnity Bond F-21 (Rev 00) Volume ID Forms & Procedures		We are checking with our legal team on Indemnity bond. We shall get back to you on any queries / changes in indemnity bond language	Tender Condition shall prevail
22	Suggestion by Bidder		Additionally, the proposed team should be independent and have direct reporting relationship with HO team (beyond weekly	Tender Condition shall prevail

			report to Top Management, as mentioned in the RFP). This is important from governance perspective.	
23	Suggestion by Bidder		<p>One additional suggestion:</p> <p>While assessing the proposed team deployment, we strongly feel that to improve efficacy of the proposed team you should also budget for two senior PD's based out of Noida office for effective coordination and communication.</p> <p>Since these senior PD's will not be burdened with site level tasks and only be focused on identifying and resolving delays at corporate level - this will deepen the monitoring and significantly improve pace of the BHEL's project.</p> <p>You may try it for a trial period of 6 months and can extend if BHEL feels that it is getting benefits.</p> <p>Please note in all the large PMOs, central team driven by senior PD's is a must have. We can discuss this tomorrow in greater detail.</p>	Tender Condition shall prevail
24	Clause 2.21.1 Volume 1 – C General Conditions of Contract	Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region executing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. ....	We propose that Sole arbitrator to be mutually appointed by the parties	Tender Condition shall prevail
25	Clause 2.6. Measurement of Work and Mode of Payment Volume 1 – C	For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done	<p>We propose to delete the clause as the same refers to site execution works, engineering drawings which is not applicable for our scope of work.</p> <p>The clause shall be replaced with Mode of measurement and payment shall be</p>	Refer clause 37.0 Order of Precedence of NIT



	General Conditions of Contract	during the month/period under various categories in line with terms of payment as per contract.	as per Technical conditions of contract Chapter -5 Terms of payment	
26	Clause 35 VOLUME I NIT	In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BHEL, the authority inviting the bid shall be informed of the fact as.....	Please clarify whether the word 'Director' in the clause refers to Board of Directors or Directors by designation or both and whether the word "Partner" in the clause refers to partners or partners by designation or both	The word 'Director' in the clause refers to Board of Directors and the word "Partner" in the clause refers to partners in the organisation.
27	Clause 35 VOLUME I NIT	The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).	We propose to curtail the requirements under the conflict-of-interest clause to the engagement team only and 'Affiliates' to 'Affiliates in India'	Tender Condition shall prevail.
28	Clause B-2 Quality Based Selection Criteria VOLUME I NIT	*"Similar work" is defined as Consultancy engagement involving "Project Management or Construction Management or cost reduction or timely execution strategies or implementation of strategy or any combination thereof" in Utility / Energy / Material / Industrial sector (Refer Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <a href="https://bit.ly/2OnXK52">https://bit.ly/2OnXK52</a> )	Given the complexity and nature of works at 3 Projects, we recommend BHEL to allow experienced player for this tender with prior background of handling such complex projects in Power sector only. Accordingly the definition of Similar works shall be modified as follows: *"Similar work" is defined as Consultancy engagement involving "Project management and/or Construction Management and/or Owners Management Consultant involving areas of Scheduling, MIS governance, Contract Management, Risk Management, Stakeholder Management in Utility / Energy sector (Refer Global Industry Classification Standard (GICS) 2018, S&P Global, MSCI <a href="https://bit.ly/2OnXK52">https://bit.ly/2OnXK52</a> ) and for Projects	Tender Condition shall prevail.

			with Capex value of INR 5000 crores and above.	
29	Clause B-2 Quality Based Selection Criteria VOLUME I NIT	Consultancy**: Consultancy in Project Management/Construction related works only and shall not include implementation of work such as audit/SAP implementation/execution of such work in which consultancy is provided by the same bidder.	We understand Project Management activity as Project Management of Construction projects or cost reduction or timely execution strategy related projects during CAPEX phase.	Tender Condition shall prevail.
30	Clause B-2 Quality Based Selection Criteria VOLUME I NIT	Each assignment must have value of atleast Rs. 400 lacs#: Order value should be more than or equal to Rs. 400 Lacs. However, atleast 75% of work by value or Rs.300 Lakhs (whichever is less), should have been executed till due date of bid submission or completion of work.	<p>i) Please confirm whether this clause is applicable for all three criteria of Clause b (Experience of the bidder) i.e. b(i), b(ii) and b(iii).</p> <p>ii) Bidder may be allowed to submit self-certification from Authorized Signatory for value of work done in case of absence of Client/ Customer certificate</p>	<p>i) Please refer B-2 Quality Based Selection Criteria b(i), b(ii) &amp; b(iii).</p> <p>ii) tender condition shall prevail.</p>
31	Clause B-2 Quality Based Selection Criteria: Experience of the bidder b(i) VOLUME I NIT	Number of Similar works* undertaken in India, each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	We propose the below modification: The threshold criteria may be please modified to ten years from seven years	Tender Condition shall prevail.
32	Clause Common Explanatory Notes: 4 VOLUME I NIT	Experience of the sister concerns or part of same global firm from all International office locations of the bidder shall also be acceptable in case of global project references.	We request you to please include acceptability of credentials in India of other Consultancy entity/ member firms.	Please refer to SL no. 1 of "Common Explanatory Note" of Annexure-1 of NIT.
33	Clause B-2 Quality Based Selection Criteria: Experience of the bidder b(ii) VOLUME I NIT	Number of Similar Works* (incl. implementation of digital dashboard) successfully completed by Consultant in any three sectors i.e. Utility, Energy, Material & Industrial Sector, each assignment	i) Usually any digital dashboard is implemented during initial phase of the project post which project monitoring is done through dashboard reporting for the remainder of the project duration. Please clarify evaluation process in case the digital	Tender Condition shall prevail.

		must have value of atleast Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission. (Certificate/email from customer of bidder for successful completion of consultancy work to be provided)	dashboard has been implemented and successfully running but the monitoring work is still ongoing.  ii) We propose the below modification: The threshold criteria may be please modified to ten years from seven years	
34	Clause B-2 Quality Based Selection Criteria: Experience of the bidder b(iii) VOLUME I NIT	Number of Consultancy** work undertaken by Consultant among Indian Navratna/ Maharatna PSEs/Govt. (State/ Central / UT), each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	We propose the below modification: The threshold criteria may be please modified to ten years from seven years	Tender Condition shall prevail.
35	Clause B-2 Quality Based Selection Criteria: General Profile of Qualification, Experience & no. of Key staff VOLUME I NIT	Subject Area Experts: Bidder must have atleast three no. of Subject Area Experts on role having experience mentioned below and were involved in atleast 5 no. of similar works each. (Experience: Min. 15 years of experience in infrastructure/power plant and completed at-least 1 power plant project as Project Director or Similar role). (Certification from CEO / Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO/Partner of Bidder)	<p>i) We are a network of member firms and can have experts within other global member firms who will be carrying similar experience. Please clarify if the same is acceptable.</p> <p>ii) Also, We understand that experience in any type of Power Project as Project Director will be considered acceptable i.e. experience in Thermal, Nuclear, Gas, Hydro, Wind and Solar.</p> <p>i) Please clarify definition of similar works in this clause: Whether it is *"Similar work" is defined as Consultancy engagement involving "Project Management or Construction Management or cost reduction or timely execution strategies or implementation of strategy or any combination thereof" in Utility / Energy / Material / Industrial sector (Refer Global Industry Classification Standard (GICS) 2018, S&amp;P Global, MSCI <a href="https://bit.ly/2OnXK52">https://bit.ly/2OnXK52</a>) <b>OR</b> the similar work is "experience in infrastructure/power plant".</p>	<p>PQR Clause B2 C (i) - "General Profile of Qualification, Experience &amp; no. of Key staff. (Max marks: 15)" Modified as below:</p> <p>"Subject Area Experts: Bidder must have at least three no. of Subject Area Experts, on role, having experience mentioned below and were involved in atleast 5 no. of <b>Project</b> works each. (Experience: Min. 15 years of experience in infrastructure/power plant and completed at-least 1 power plant project as Project Director or Similar role). (Certification from CEO / Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO/Partner of Bidder)"</p>

36	Clause B-2 Quality Based Selection Criteria: General Profile of Qualification, Experience & no. of Key staff VOLUME I NIT	Subject Area Experts: Bidder must have atleast three no. of Subject Area Experts on role having experience mentioned below and were involved in atleast 5 no. of similar works each. (Experience: Min. 15 years of experience in infrastructure/power plant and completed at-least 1 power plant project as Project Director or Similar role). (Certification from CEO / Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO/Partner of Bidder)	Please clarify, whether there will be marks if Subject Area Expert doesn't have at-least 1 power plant project as Project Director or Similar role. Example: If a Subject Area Expert doesn't have at-least 1 power plant project as Project Director or Similar role but has 4 projects that are non power plant projects, then how much marks will he score, 4 marks or zero marks.	Tender Condition shall prevail.
37	Clause B-2 Quality Based Selection Criteria: General Profile of Qualification, Experience & no. of Key staff VOLUME I NIT	Pool of experts - Number of professionals on role of the consulting firm with Min. 5 years of experience in installation/ commissioning of Power plant project (Certification from CEO/ Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO / Partner of Bidder)	We propose below modification: Pool of experts - Number of professionals on role of the consulting firm with Min. 5 years of experience in <b>Project Management</b> of Power plant project (Certification from CEO/ Board of Director / Country Head / Company Secretary / Authorized signatory duly authorized by CEO / Partner of Bidder)	Tender Condition shall prevail.
38	Clause Annexure-2 Checklist: 3(ii) VOLUME I NIT	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be furnished along with the offer.	We as a Partnership firm can furnish details of authorized signatories and Lead Partner. Please clarify if the same is acceptable.	Noted/ Bidder may provide Partnership Deed
39	Clause Annexure-2 Checklist: 14 VOLUME I NIT	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	In a Partnership firm this is not feasible. We as a Partnership firm can furnish details of authorized signatories and Lead Partner. Please clarify if the same is acceptable.	Noted.

40	Clause Annexure-2 Checklist: 6 VOLUME I NIT	EMD Details: Cash portion of EMD (Minimum Rs 2 Lakhs	We understand that since EMD amount is INR 20 lacs and hence being greater than 2 lakhs amount, the entire EMD can be submitted through BG. Please confirm.	Please refer to Clause 1.9.1 (iii) of GCC for submission of EMD.
41	Clause 4 VOLUME I NIT	Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract. Proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected	Our understanding is that the SFMS details and the scan copy of the BG need to be submitted as part of the technical proposal submission.  Post which, we request that a timeline of 7 days from the date of bid submission be given to the submit the physical BG	Tender Condition shall prevail.
42	Clause 36.0 Modality of Award of contract: VOLUME I NIT	Final result/ranking of the bidder shall be governed by Combined score (S = 60% of ST + 40% of Sf) obtained by the bidder. ST and SF are the loading factors which shall be applied as 60% of ST + 40% of Sf to calculate the combined score 'S'.	We propose to modify the loading factors to 70% of ST & 30% of Sf	Tender Condition shall prevail.
43	Clause 36.0 Modality of Award of contract: VOLUME I NIT	The bidder may be called for a technical presentation at a notice of minimum of 3 working days, during tendering process. The presentation should be made by the lead partner, proposed to be working with BHEL on this project, who can be preferably accompanied by the proposed team. Bidder may further be called for a Q&A session after a few days.	Given the complexity and nature of works involving execution supercritical thermal power plants, we recommend BHEL to include evaluation and technical scoring criteria for technical presentation allowing bidders to present their approach/ methodology and demonstrate their assets and skills for handling such complex projects in Power Sector.	Tender Condition shall prevail.
44	Clause B-3.1 Average annual turnover (T.O.)  C-1 Turnover	Average annual turnover (T.O.) of the bidder during last three years 2021-22, 2022-23 & 2023-24. In case, the bidder is following calendar year as their accounting year, the	Due to complexity, duration and large capex involved in the project, the bidder must possess healthy turnover from its India operations and not Global operations, therefore we propose below modification:	Tender Condition shall prevail.

	VOLUME I NIT	<p>equivalent period for considering annual turnover is 2021, 2022 &amp; 2023.</p> <p>Bidders must have achieved an average annual financial turnover (audited) of Rs. 1000 lakh or more over last three Financial Years (FY) i.e 2021-22, 2022-23 &amp; 2023-24</p>	Average annual turnover (T.O.) of the bidder during last three years 2021-22, 2022-23 & 2023-24 from India operations/Consultancy services in India"	
45	Clause C-1 Turnover VOLUME I NIT	Bidders must have achieved an average annual financial turnover (audited) of Rs. 1000 lakh or more over last three Financial Years (FY) i.e 2021-22, 2022-23 & 2023-24. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2021, 2022 & 2023.	<p>Given the complexity and size of the tender, we recommend BHEL to allow experienced players only, for this tender.</p> <p>With the above, we request you to please re-consider the clause and increase the minimum average Annual turnover requirement to INR 100 crores in place of current criteria of INR 1000 lakhs or more and suitably modify financial strength evaluation criteria for B-3.1 Average annual turnover (T.O.)</p>	Tender Condition shall prevail.
46	Clause C-3 Profit VOLUME I NIT	Bidder must have earned profit in any one of the five Financial Years as applicable in the last Five Financial Years.	Given the complexity and size of the tender, we recommend BHEL to please re-consider the clause and increase the criteria of profits to all five financial years in place of current criteria of one year.	Tender Condition shall prevail.
47	Clause 3.1 Team Deployment Schedule - TCC	The consultant shall deploy their resources for the work at BHEL's Site offices/Head office	BHEL to confirm the location of deployment between Site and HO for each of roles mentioned.	Manpower deployment shall be based on Team deployment schedule. However, tentatively one representative shall be deployed at Head office and balance team to be mobilised at site.
48	Clause 3.5 TCC	Technical Lead	BHEL to confirm that the roles and responsibility of Technical lead shall be governed by Section 2.3 Scope of work. Any works related to Technical advisory, Quality assurance and inspection and legal services are excluded from scope of work.	Refer Chapter VI Exclusion for better clarity.

49	Clause 5.2 Retention amount 5.5 Performance Security Clause TCC	Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. Performance Security shall be 5% of Contract value, which shall be submitted before commencement of work (in each project).	Bid documents require submission of Retention amount of 5% and performance security of 5% collectively making it 10%. Please confirm if the understanding is correct.	Bidders understanding is correct.
50	Clause 2.3 (1e) Project specific Dash board TCC	Linkage with BHEL's existing Online Quality/Safety Management systems such as SAR/CAR system etc. for data flow.	Linkage with BHEL online ERPs is subjected to availability of APIs.	Agreed.
51	Clause 2.4 General Conditions TCC		Since Digital Dashboard tool is going to be deployed to assist with the consultancy services, we understand that this is an enabling tool. We propose to include the below clause: "[BIDDING ENTITY'S NAME] may license certain Enabling Tools for use by Client to facilitate the Services. All other use is prohibited. Client shall not redistribute, reproduce (except as necessary to run), copy any features, functions or graphics, modify, commercialize, allow third parties to access (unless authorized by [BIDDING ENTITY'S NAME] in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools or infringe the IPR owned by [BIDDING ENTITY'S NAME] or third party licensors. Client shall use this Enabling Tool for its or its authorized users only. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Client's access to the Deliverables and other documents will be removed from the Enabling Tools following the conclusion of	Tender Condition shall prevail.

			the engagement to which they relate. Client shall download such Deliverables and documents for its records. Enabling Tools are provided on an “as is” basis. For the purpose of this section, “Enabling Tools” means [BIDDING ENTITY’S NAME] proprietary and third-party software tools that [BIDDING ENTITY’S NAME] makes available to facilitate [BIDDING ENTITY’S NAME]’s Services to the Client, such as project management or communications tools.”	
52	Clause 5.6 Liquidated Damages/Penalty TCC	If the Consultant fails to provide the agreed KPIs/Deliverable within the agreed time frame on monthly basis, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the Monthly RA Bill (of the month, in which delay occurred), per day of delay of each KPI from the schedule date, to a maximum of 5% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of delay solely attributable to Consultant	We request BHEL to remove this clause, as liquidated damages are generally not applicable on Project Management Consultancy Contracts	Tender Condition shall prevail.
53	Clause Form No: F-21 (Rev 00) Indemnity Bond Volume -1D FORMS & PROCEDURES		With respect to the Indemnity Bond provided, we request BHEL to cap the indemnity to one time the total value of the contract.	Tender Condition shall prevail.



54	NIT clause 23	<i>Consortium Bidding– NOT APPLICABLE</i>	<p>We request the authority to kindly confirm the following: We acknowledge that joint ventures and consortiums are not permitted for this bid. However, we believe that a limited scope of work like digital dashboards etc. may be subcontracted, provided that Bidder takes all the responsibility and remains fully accountable for all tasks performed.</p>	Tender Condition shall prevail.
55	NI clause 36	<p><i>Modality of Award of contract: A combined Score (S) will be calculated according to the following formula: <b>S= 60% of ST + 40% of Sf (ST and Sf have been defined in Annexure 1-PQR)</b></i></p>	<p>Regarding the QCBS criteria of 60% for technical and 40% for commercial, which places significant weight on the commercial aspect. We request the authority to consider increasing the technical score weightage to at least 70-75% to ensure a more effective value addition, with the remainder allocate to commercial.</p>	Tender Condition shall prevail
56	NIT Annexure –1 PQR (C – C-1)	<p><i>Financial: TURNOVER: Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 1000 lakh or more</b> over last three Financial Years (FY) i.e. 2021-22, 2022-23 &amp; 2023-24. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2021, 2022 &amp; 2023.</i></p>	<p>Taking in account the high-value nature of the assignment, we request the authority to consider increasing the minimum average annual financial turnover (audited) requirement to <b>₹100,000 lakhs</b>, instead of the current ₹1,000 lakhs to ensure participation of bidders who have the financial capacity of managing such large assignments.</p>	Tender Condition shall prevail.

57	NIT Annexure –1 PQR Explanatory Notes for the PQR:	<i>Explanatory Notes for PQR 'B1' (Technical): For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Wholesale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</i>	We request the authority to confirm whether the said indexation method is for updating the value of work in QR "B2" or for both b(i) or b (ii)?	Self-explanatory
58	NIT Annexure –1 PQR Explanatory Notes for the PQR:	<i>Explanatory Notes for PQR 'B1' (Technical): Bidder should have Executed Similar Works* for any one of the following in the last seven years from latest due date of bid submission: Executed One work of value not less than ₹ 800 Lakhs excluding GST. 'OR' Executed Two works each of value not less than ₹ 600 Lakhs excluding GST. 'OR' Executed Three works each of value not less than ₹ 400 Lakhs excluding GST.</i>	We understand that partially completed works shall also be eligible for the PQR, given all the condition met as mentioned in PQ criteria.	Tender Condition shall prevail

59	NIT Annexure –1 PQR (B - 2)	<i><u>Each assignment must have value of at least Rs. 400 lacs#:</u> Order value should be more than or equal to Rs. 400 Lacs. However, at least <b>75% of work by value or Rs.300 Lakhs</b> (whichever is less), should have been executed till due date of bid submission or completion of work.</i>	<p>We suggest you to kindly consider the clauses below: <i><u>Each assignment must have value of at least Rs. 200 lacs#:</u></i> Exclusive PM assignments of such large values generally not been awarded for the required sectors. Considering 10 nos. of 400 lacs and more will be challenging.</p> <p><b>(Or)</b> <b>50% of work by value or Rs. 200 Lakhs</b> should also consider for qualification &amp; evaluation. 50% completion in such Projects signifies considerable volume of works completed like completion of engineering, award of supplies/services, and partial execution works. We believe this should be sufficient to evaluate the Bidder's competency.</p> <p>we request the authority to consider such projects eligible for evaluation under this criterion.</p>	Tender Condition shall prevail
60	NIT Annexure –1 PQR Common Explanatory Notes: (1 b)	<i>Common Explanatory Notes: (1 b): The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value</i>	<p>We request the authority to clarify the following: <i>If subsidiary company is bidding and utilising Parent's company Credentials, and Parent company is holding 100% stake in subsidiary company</i></p> <p><b>In that case, does additional security deposit of 1% of the total contract value is required?</b></p>	Tender Condition shall prevail

61	TCC Chapter-2 C. Support Management (v)	<i>Assisting BHEL in evaluating solutions to resolve contractual problems and site related issues</i>	We request the authority to confirm if our understanding is correct: The role of the bidder is limited to assisting BHEL in evaluating solutions for contractual and site-related issues only and does not include legal liabilities or forensics or binding decisions.	Tender Condition shall prevail
62	TCC Chapter-2 2.3 Scope of Work	<i>e. Project specific Dashboard:</i>	Will the Power BI dashboard meeting all the scope requirements be acceptable to the client?	Tender Condition shall prevail
63	TCC Chapter-2 Clause 2.3 Scope of Work	<i>e. Project specific Dashboard:</i>	<p>We request the authority to kindly clarify on the following: Please clarify who will be responsible for providing the cloud storage &amp; server for the web-based dashboards. Specifically, will this be arranged by BHEL, or will it be the responsibility of the bidder to provide and manage the cloud storage.</p> <ul style="list-style-type: none"> <li>• What is the expected maximum number of users who will be accessing the dashboards.</li> <li>• What will be the data visualization preferences that should be considered during the design and implementation of the dashboards.</li> <li>• Whether dashboard needs to be handed over to Client post completion of assignment?</li> </ul>	<p>All enablers shall be in agency scope.</p> <p>a. There shall be approx 60 no. of Users requiring the access to dashboard and data update for all the three projects.</p> <p>For balance queries – Tender Condition shall prevail.</p>

64	TCC Chapter- 2 Clause 2.4 General Conditions: - iv	<i>Consultant shall procure and handover one license of MS Project/Primavera to each BHEL project site.</i>	We request the authority to kindly confirm the following <ul style="list-style-type: none"> <li>Which software is required by the client, MS Project or Primavera as the cost of license is different in both cases and will have an impact on the project costing?</li> <li>The bidder is factoring in only the license cost with 48 months of validity, after which any further extension or expenses will fall under BHEL's scope.</li> </ul>	MS Project is preferable. For balance queries – Tender Condition shall prevail.
65	TCC Chapter- 3 Clause 3.2, 3.3 & 3.4	<i>Tentative Deployment Schedule</i>	Considering 2 nos. dedicated Project Managers and Commercial manager, PD is required for overall supervision of resources and the assignment and be present during the critical review meetings with BHEL Mgmt. Can the deployment of PD shall be reduced to 50% instead of 100%.	Tender Condition shall prevail
66	TCC Chapter- 3 Clause 3.2, 3.3 & 3.4	<i>Tentative Deployment Schedule</i>	For accurate effort estimation, we are considering that the Senior Experts team will be based at the Head Office, while the Technical Lead team will be stationed at the respective project sites. The authority to kindly confirm if this approach is acceptable.	Tender Condition shall prevail
67	TCC Chapter- 3 Clause 3.2, 3.3 & 3.4	<i>Tentative Deployment Schedule - Project Manager - 2 Nos.</i>	Is there a specific requirement to propose two Project Managers for each project? Can this be reduced to 1 only?	Tender Condition shall prevail
68	TCC Chapter- 4 Clause 4.3	<i>All the three Packages shall be awarded to a single agency however, Package A, B &amp; C shall be treated as separate contracts.</i>	Do we need to submit separate Bank Guarantees (BGs) for all three different projects or single BG of Contract value shall suffice the requirement?	As the three packages shall be treated as three separate contract, three different BGs to be submitted.
69	TCC Chapter- 5 Clause 5.1 (3)	<i>Implementation and monthly maintenance of Digital Dashboard</i>	We request to confirm whether a centralized maintenance team would be sufficient for managing the dashboard maintenance across the three projects?	Tender Condition shall prevail



		2X800M W SINGRAU LI STPP (STAGE- III)	05.03.2024			
		2X800M W DVC Koderma (Phase-II)	Expected date 15.10.2024			
74	TCC Clause 2.4: General Conditions	<i>Consultant shall procure and handover one license of MS Project/Primavera to each BHEL project site. Consultant shall also provide basic training to BHEL representative of MS Project/Primavera</i>		We request you to kindly clarify the mode of trainings, number of staffs to which training need to be conducted. Please confirm if trainings require travel to BHEL locations also.	Tender Condition shall prevail	
75	TCC Clause 5.2 Retention amount	<i>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 consultant before payment of next RA Bill due.</i>		We request you to kindly waive the additional retention amount as performance security will be submitted.	Tender Condition shall prevail	
76	NIT Experience of bidder	<i>Number of Similar Works* (incl. implementation of digital dashboard) successfully completed by consultant in any three sectors i.e. Utility, Energy, Material &amp; Industrial Sector, each assignment must have value of atleast Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.</i>		We request you to kindly change the value of required assignments to 200 lacs. We believe this should be sufficient to evaluate the Bidder's competency for developing web based dashboards.	Tender Condition shall prevail	

77	NIT B ii Experience of the bidder	<i>Certificate/email from customer of bidder for successful completion of consultancy work to be provided</i>	<p>Many of the assignments were completed with the Client 5-6 years back and the Client stakeholder / representative have also changed during that period. Some assignments are confidential in nature as well.</p> <p>Therefore, getting completion certificate or emails for all such assignments will be difficult within the given timelines.</p> <p>Please allow bidder to submit the signed Work order along with the self-audit certificate of the assignment with details of Client, Start &amp; end dates, work order value, value of work achieved as on bid submission date. Would be glad to provide any other details if required.</p> <p>Same is also mentioned in Annexure A as if applicable; <b>Satisfactory performance certificate/email (if applicable)</b></p>	Tender Condition shall prevail
78	TCC Clause 3.1: Team Deployment Schedule	<i>In case of non-availability of the required personal at site, BHEL shall not make the payment for the period of actual absence on pro rata basis (Considering 25 working days per month). In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal at Site</i>	We will ensure that no such situation of non-availability arises during the tenure of our services. However, we request you to kindly waive off the penalty clause or at least cap the upper limit of deduction for non-availability.	Tender Condition shall prevail



79	VOLUME-I NIT Annexure-1: PRE-QUALIFYING REQUIREMENTS (PQR) B.2 Quality Based Selection Criteria	Number of Similar works* undertaken in India, each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	<p><b>Rationale:</b> Considering the request of submission of 10 or more number of such consulting assignments as per the scoring criteria having significant assignment value in range of INR 4 Crore will be a constraint, we request you to kindly reduce the criteria for assignment value from INR 4 Crore to INR 2 Crore.</p> <p>We request you to kindly amend this clause as below:</p> <p>Number of Similar works* undertaken in India, each assignment having a value of at least Rs. <del>400 lacs</del> <b>200 lacs</b>#, in last seven Yrs. from latest due date of bid submission.</p>	Tender Condition shall prevail.
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80	VOLUME-I NIT Annexure-1: PRE-QUALIFYING REQUIREMENTS (PQR) B.2 Quality Based Selection Criteria b. (ii)	Number of Similar Works* (incl. implementation of digital dashboard) successfully completed by Consultant in any three sectors i.e. Utility, Energy, Material & Industrial Sector, each assignment must have value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	<p>Rationale: As this project is from Energy sector, dashboard credentials pertaining to Energy sector shall be more relevant. While credentials from other secondary sectors can be included to expand the pool of engagements, we believe it should not be mandatory to showcase credentials for these additional sectors (Industrial/ Material). Therefore, we request you to kindly amend this clause as below:</p> <p>Number of Similar Works* (incl. implementation of digital dashboard) successfully completed by Consultant in any of the sectors i.e. Utility, Energy, Material &amp; Industrial Sector with minimum one credential from Utility or Energy sector. Accordingly, we request you to kindly amend the scale/ scheme of marking for this criterion as below:</p> <p>3 orders and above <del>(min. one from each sector)</del> – 12 marks  2 orders <del>(min. one from each sector)</del> – 8 marks  1 order <del>(min. one from each sector)</del> – 4 marks</p>	Tender Condition shall prevail.
81	VOLUME-I NIT	Each assignment must have value of at least Rs. 400 lacs#: Order value	<b>Rationale:</b> Considering the longer duration of such assignments and the fact that 60%	Tender Condition shall prevail.

	ANNEXURE - 1 PRE-QUALIFYING REQUIREMENTS (PQR)	should be more than or equal to Rs. 400 Lacs. However, at least 75% of work by value or Rs.300 Lakhs (whichever is less), should have been executed till due date of bid submission or completion of work.	completion of project reflects adequate coverage across various phases including strategy, planning, engineering, procurement and construction, we request you to allow on-going assignments having achieved more than 60% in contract value. Therefore, we request you to kindly amend this clause as below: Each assignment must have value of at least Rs. 400 lacs#: Order value should be more than or equal to Rs. 400 Lacs. However, at least <del>75%</del> <b>60%</b> of work by value or Rs. <del>300</del> <b>240</b> Lakhs (whichever is less), should have been executed till due date of bid submission or completion of work.	
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82	<p>VOLUME-I NIT Annexure A Experience of the consulting firm</p> <p>Documents enclosed in support of aforementioned details</p>	<p>2. Work completion certificate – mentioning actual amount paid against the work</p>	<p><b>Rationale:</b> In many of the assignments, clients do not furnish the work completion certificates owing to the NDA provisions/ other reasons.</p> <p>Therefore, we request you to kindly amend this clause as below:</p> <p>2. Work completion certificate – mentioning actual amount paid against the work. <b>In case bidder expresses its inability to submit work completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ Head of bidding entity/ CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason with an endorsement by Chartered Accountant shall be submitted.</b></p> <p><i>Please refer <b>Annexure-1</b> below where we have sighted 05 numbers of such PSU RFPs in the recent past where Certification from Authorized Signatory of Bidder/ Chartered Accountant is allowed.</i></p>	<p>Tender Condition shall prevail.</p>
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83	VOLUME-I NIT Format-1, Format-2, Annexure- 8	Certificate for relationship between Parent Company / Subsidiary Company and the bidder, Undertaking from the Parent Company/ Subsidiary Company of the bidder Declaration	We understand that these formats/ declarations are not applicable for organizations like ours. Therefore, we would be submitting these as “Not Applicable” in our response. Hope this is in order.	Noted
84	VOLUME-I NIT NON-DISCLOSURE AGREEMENT		The context/ coverage of this NDA is not clearly defined and hence we propose to include the clause as below: Both Parties hereto are discussing an engagement relating to consulting services with respect to ENGAGEMENT OF A CONSULTING FIRM FOR PROJECT MANAGEMENT CONSULTANCY FOR EFFICIENT EXECUTION OF 2X800 MW NTPC LARA PROJECT, 2X800 MW NTPC SINGRAULI PROJECT & 2X800MW DVC KODERMA (PHASE-II) (the “Purpose”); BHEL and DTTILLP are in the process of/ have executed executing a definitive contract for services in relation to the Purpose (herein after referred to as “Contract”)	Tender Condition shall prevail.

85	VOLUME-I NIT NON-DISCLOSURE AGREEMENT	For purpose of this Agreement, “confidential information” means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement, or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.	We propose to additionally include the following clause: Confidential Information disclosed orally, visually or in any intangible form, will be summarized in writing to be “Confidential” at the time of disclosure or considering its nature or circumstances of disclosure is manifestly confidential.	Tender Condition shall prevail.
86	VOLUME-I NIT NON-DISCLOSURE AGREEMENT	The obligations contained in this Agreement shall subsist for a period of five (5) years from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.	We propose to delete the portion of the clause as below as it implies perpetual survival of confidentiality:  The obligations contained in this Agreement shall subsist for a period of five (5) years from the date of signing this Agreement <del>and shall not terminate upon completion or termination of the Exercise or Discussions.</del>	Tender Condition shall prevail.
87	TCC 2.3 Scope of Work: e. Project specific Dashboard	6. Consultant shall bear all the cost including licenses fee, to enable the key persons of BHEL/ Customer to have access the modules of the dashboard.	Since we are a firm engaged in multi-disciplinary business including statutory audit there could be cases where due to independence/ audit related conflicts, we might not be able to procure licenses directly from OEMs (such as Microsoft). Therefore, we kindly request BHEL to propose a mechanism where these licenses can be procured by BHEL under their name while we shall facilitate in the overall procurement of these licenses.	Tender Condition shall prevail.

88	TCC 2.3 Scope of Work: e. Project specific Dashboard  Note:	Project specific digital Dashboard shall be developed and maintained by manpower other than Consultant deployed as per team deployment schedule. However, the Consultant deployed as per team deployment schedule shall be involved in operations of the Project specific digital Dashboard.	We request to kindly elaborate the difference between maintenance and operations of the digital dashboards.	Tender Condition shall prevail.
89	TCC 2.4 General Conditions: xv.	xv. Consultant shall provide written assurance towards data privacy or place its IT server at site for all activities, including but not limited to, data collection, storage, analysis and reporting purpose.	The server for the proposed digital project monitoring platform can either be on premise of BHEL or on cloud. If it is on BHEL premise, then we request BHEL to kindly make necessary arrangements in terms of server storage space/ hardware. If it is on cloud, then kindly confirm the sizing of the server requirement and if procurement of the same shall be in bidder's scope.	All enablers for digital dashboard n shall be in agency scope. For balance queries – Tender Condition shall prevail.
90	TCC 2.5 Consultant default: Breach of Contract, Remedies and Termination	2.5.2 BHEL shall terminate the contract after due <b>notice of a period of 14 days</b> in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, 'Breach of Consultant' will be considered .....	We request to kindly increase the notice period from 14 days to 30 days. We also request to kindly add the provision for providing rectification notice before termination.	Tender Condition shall prevail.

91	TCC 2.5 Consultant default: Breach of Contract, Remedies and Termination  2.5.3	i) Dues payable to Consultant against other contracts in the same Region shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the Consultant as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/ Running Bills/ SD/ BGs/ Final Bills of Consultant. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against Consultant.	<b>Rationale:</b> We request you to not recover any money due to be recovered from other contracts and it shall be recovered from this contract only for the said purpose of scope in this RFP. Therefore, kindly remove the point (i) and (ii).  We request you to kindly amend this clause as below: <del>i) Dues payable to Consultant against other contracts in the same Region shall be considered for recovery.</del> <del>ii) If recovery cannot be made out of dues payable to the Consultant as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/ Running Bills/ SD/ BGs/ Final Bills of Consultant.</del> iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against Consultant.	Tender Condition shall prevail.
92	TCC CHAPTER-II: Scope of Work  2.7 Documents/ reports/ deliverables	Reports & documents submitted by the Consultant shall remain the property of BHEL. BHEL will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BHEL can download, make copies, distribute, modify and create derivate works of the reports.	<b>Rationale:</b> We request the Authority to note that although the Consultant give ownership of reports and documents to the client, pre-existing Intellectual Property Rights in the reports and documents shall still be with the consultant. Considering this we propose the following be added to the clause:  <i><b>"The pre-existing IPR of Consultant will still be with Consultant there shall be a proper bifurcation of the documents and property to identify the IPR."</b></i>	Tender Condition shall prevail.



93	TCC Chapter – III: Team Deployment Schedule  3.1 Team Deployment Schedule:	In case of non-availability of the required personal at site, BHEL shall not make the payment for the period of actual absence on pro rata basis (Considering 25 working days per month). In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal at Site.	<b>Rationale:</b> In past similar RFPs for PMC services floated by the PSUs, in case of an absence of the deployed manpower the associated payment is made with deduction of such absent time only. Any additional penalty generally is not levied.  Therefore, we request you to amend this clause as below: 9. In case of non-availability of the required personal at site, BHEL shall not make the payment for the period of actual absence on pro rata basis (Considering 25 working days per month). <del>In addition to above, BHEL shall deduct Rs. 1000 per day as penal action for the period of actual absence of personal at Site.</del>	Tender Condition shall prevail.
94	VOLUME-1C General Conditions of Contract (GCC) 2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.	The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder	We propose to amend the clause as below as the indemnity is very broad:  The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. <del>The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder.</del>	Tender Condition shall prevail.

95	VOLUME-1C General Conditions of Contract (GCC) 2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.	<p>As these legislations are not applicable to organization like ours engaged in services business, we propose to delete the same.:</p> <p>The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as <del>Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus &amp; Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers</del> as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.</p>	Tender Condition shall prevail.
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96	VOLUME-1C General Conditions of Contract (GCC) 2.18 INSURANCE – As per General	<p>a. In event of any accident or damages while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third-party claims.</p> <p>b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims)</p> <p>c. Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.</p>	<p>We would like to suggest the below addition to the clause:</p> <p>a. In event of any accident or damages, owing to the reasons attributable to the bidder, while on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third-party claims. Any such liabilities shall be capped to the overall contract value of this assignment.</p> <p>b. Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BHEL will take any liability arising out of or due to the action of the deployed manpower including third-party claims. Selected bidder will have the sole liability of the damages/ injuries caused to the deployed manpower owing to the reasons attributable to the bidder or due to the action of the deployed manpower (including accidents and third-party claims). Any such liabilities shall be capped to the overall contract value of this assignment</p>	Tender Condition shall prevail.
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97	VOLUME-1C General Conditions of Contract (GCC) 2.28 OTHER ISSUES	The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.	We propose the below amendment in the clause:  The bidder will indemnify, protect BHEL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases. <b><i>Any such cost shall be capped to the overall contract value of this assignment</i></b>	Tender Condition shall prevail.
98	VOLUME-1D FORMS & PROCEDURES Form No.: F-05 (Rev00)	NO DEVIATION CERTIFICATE	We understand the Reverse Auction is not applicable for this RFP. Therefore, we request you to kindly remove the same from the declaration.	Revised "No Deviation Certificate: Form No.: F-05 (Rev01) of FORMS & PROCEDURES VOLUME-1D attached herewith as Annexure-1 at the end of this corrigendum.
99	VOLUME-1D FORMS & PROCEDURES Form No.: F-07 (Rev00)	DECLARATION FOR RELATION IN BHEL	Considering the size and scale of operations of the organizations like us, we would suggest that this clause should be applicable to only the proposed engagement team members from bidder side.	Form-07 of Forma & Procedure call only for declaration relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

100	VOLUME-1D FORMS & PROCEDURES Form No.: F-13 (Rev00)	CONTRACT AGREEMENT  6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.	We request you to kindly clarify if there would be any documents other than the RFP. If yes, request you to please share the same with us.	All the required documents are provided with tender. Bidders are requested to go through all the documents carefully before submission of tender. Further corrigendum/ addendum/ erratas if any, LOA and its amendments (if any) will be part of contract agreements.
101	VOLUME-1D FORMS & PROCEDURES Form No.: F-13 (Rev00)	CONTRACT AGREEMENT  11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.	Kindly clarify the term "account of Octroi".	Tender Condition shall prevail.
102	GCC Clause-2.5.2	If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard	<b><u>We request BHEL to consider this clause as:</u></b> If the contractor fails to start the work within stipulated time as per <del>LOI/</del> LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard	Tender Condition shall prevail.

103	GCC Clause-2.8.6	The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same	<b><u>We request BHEL to modify this clause as:</u></b> The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused <b>due to gross negligence of the Contractor</b> , it is responsibility of the contractor to make good the losses or compensate for the same.	Tender Condition shall prevail.
104	GCC Clause-2.27	<b><u>LIMITATION ON LIABILITY:</u></b> The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract limited to 100% of the contract value. BHEL shall be entitled to recover all such losses from the due payments such as unpaid invoices & Securities of the selected bidder	<b><u>We request BHEL to modify this clause as:</u></b> The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract limited to 100% of the contract value. BHEL shall be entitled to recover all such losses from the due payments such as unpaid invoices & Securities of the selected bidder. <b>Further neither Party shall be liable to other for any indirect or consequential losses or damages.</b>	Tender Conditions shall prevail
105	TCC Clause-5.2	5% of contract value and shall be furnished before the first RA Bill becomes due for payment. 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 Consultant till the total amount of the required retention amount is collected.	We Request BHEL not to retain or hold any amount from the Contractor's Invoice. Hence kindly remove this clause.	Tender Conditions shall prevail

106	TCC Clause-7.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.	We would like to inform that any indirect & Consequential losses or damages are not acceptable. Hence would request BHEL to remove this clause.	Tender Conditions shall prevail
107	NIT Annexure 1, S. No. B1	Bidder should have Executed Similar Works* for any one of the following in the last seven years from latest due date of bid submission:	<p><b>We request BHEL to modify this clause as:</b> Bidder should have Executed Similar Works* for any one of the following in the last <b>ten</b> years from latest due date of bid submission.</p> <p><b>It is to be informed that in all recent tenders pulished by State utilities like RVUNL, DVC, HPGCL and GSECL, the project credentials are asked for last 10 years OR more</b></p>	Tender Conditions shall prevail
108	NIT Annexure 1, S. No. B3 (b) (i)	Number of Similar works* undertaken in India, each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	<p><b>We request BHEL to modify this clause as:</b> Number of Similar works* undertaken in India, each assignment having a value of at least Rs. 400 lacs#, in last <b>ten</b> Yrs. from latest due date of bid submission.</p> <p><b>It is to be informed that in all recent tenders pulished by State utilities like RVUNL, DVC, HPGCL and GSECL, the project credentials are asked for last 10 years OR more</b></p>	Tender Conditions shall prevail

109	NIT Annexure 1, S. No. B3 (b) (iii)	Number of Consultancy** work undertaken by Consultant among Indian Navratna/ Maharatna PSEs/Govt. (State/ Central / UT), each assignment having a value of at least Rs. 400 lacs#, in last seven Yrs. from latest due date of bid submission.	<p><b>We request BHEL to modify this clause as:</b> Number of Consultancy** work undertaken by Consultant among Indian Navratna/ Maharatna PSEs/Govt. (State/ Central / UT), each assignment having a value of at least Rs. 400 lacs#, in last <del>ten</del> Yrs. from latest due date of bid submission.</p> <p><b>It is to be informed that in all recent tenders pulished by State utilities like RVUNL, DVC, HPGCL and GSECL, the project credentials are asked for last 10 years OR more</b></p>	Tender Conditions shall prevail
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**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**  
**Senior Manager/ SCT- CPC**



**Corrigendum -1**  
**ANNEXURE -1**

**Form No: F-05 (Rev 01)**

**NO DEVIATION CERTIFICATE**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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To,

\_\_\_\_\_ (Write Name and Designation of Officer of BHEL inviting the  
Tender);

Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and opening of price bid submitted in the E-tendering portal <https://eprocurebhel.co.in>.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

Date:

Place: