

Corrigendum 1 Dated 02-05-2025**CPC Tender No. BHEL/CPC/Projects/PMC/26/004**

Work Description: Engagement of a consulting firm for Project Management Consultancy for efficient execution of 2X660 MW DVC Raghunathpur, 1X800 MW DBCRTPP Yamunanagar, 2x660MW Koradi TPS BTG on EPC, 1X800 MW GSECL Unit#7 UKAI, 2X660 MW CSPGCL Korba West Project

A: 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	Annexure-I- PQR	Prior experience in PMC services for thermal projects is required (in the definition of similar work under Sr No 3 – Industrials – Construction & Engineering	We have extensive experience in multi-sector infrastructure consultancy, including PMC services under Construction & Engineering for projects such as metro rail, highways, water supply, urban infrastructure, and power sectors. Kindly confirm whether this experience will be considered under the PQR criteria.	"The credentials submitted by the bidders, in the aforementioned sub-industries selected from the reference guideline (Refer Global Industry Classification Standard (GICS) 2024), shall only be considered for evaluation purpose. However, any other credentials pertaining to other sectors/industries/subindustries, not mention above, and falls under other category from the referred guideline (Refer Global Industry Classification Standard (GICS) 2024), shall not be considered for the evaluation purpose. In case of any ambiguity in the selection of sub-Industry of a credential, BHEL decision shall be final and binding."
2	General Conditions	Consortium or subcontracting not explicitly mentioned	Kindly allow participation through a consortium or JV partner.	Refer NIT Clause 23.0 and Annexure-I sl. No. 'G' "Consortium Bidding/JV– NOT APPLICABLE"

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
3	NIT Clause on EMD Submission	EMD may be submitted in the form of Insurance Surety Bond	Please clarify whether Bank Guarantee (BG) will also be accepted as a valid form of EMD submission in addition to the Insurance Surety Bond.	Refer GCC Clause 1.9.1 (iii)
4	NIT - Page - 29 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 an amendment in Annexure 4 to allow access to global resources with additional cost (as mutually agreed) instead of without any additional cost.	Tender Condition shall prevail.
5	NIT - Page 27 - Annexure 3 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	Requesting an amendment in existing to include below text: 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	Tender Condition shall prevail.
6	NIT - Page 27 - Annexure 3 Non-Disclosure Agreement	During the consulting firm's involvement in this work & association with BHEL and after his association is completed/terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BHEL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BHEL.	Requesting an amendment in existing to include below text: The Confidential Information will only be disclosed to those personnel of consulting firm who need to know it for the proper performance of their duties in relation to this business process, and then only to the extent reasonably necessary	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
7	NIT - Page 28 - Annexure 3 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	Requesting an amendment in current clause as per EY's policy, EY can only agree to a total term of three (3) years.	Tender Condition shall prevail.
8	TCC - Page - 12 & 13 E Operation of Project specific dashboard	e. Operation of Project specific Dash board: 1. Consultant shall operate digital project management dashboard deployed by BHEL at project. Consultant Deployed at site, as per team deployment schedule by, shall be involved in operations of the Project specific digital Dash board. 2. On specific instruction of BHEL, Consultant shall operate BHEL's Project Monitoring Dashboard for their concerned projects to track Key Performance Indicators (KPIs) across the entire project lifecycle from engineering till commissioning of the respective Project. 3. Timeline for operation of the BHEL's Project Monitoring Dashboard shall be 2 weeks from consultant's kick-off meeting (KOM) of each project or as decided otherwise in KOM. Consultant shall also support in manual generation of project MIS/progress reports. 4. Consultant shall collect the inputs from BHEL systems and upload/integrate the same in the dashboard, for its efficient operation. 5. Brief description of Web based digital dashboard and various modules/sub-modules as listed below	1) Does the timeline for the implementation / operation of the existing dashboard (developed by BHEL or used at previous project) include the development of the web modules as outlined in the description, or will those interfaces be ready at the start of the engagement? 2) We understand that the project related data (i.e. DPR, drawing status, contract management, risk, safety, quality etc.) shall be updated on the tool (already developed by BHEL). Please clarify on our understanding. 3) Could you please clarify whether any changes and integration with existing / new system of BHEL to the dashboard / tool used for project information is not covered as a part of current scope and additional effort will be provided for the same.	1. Development of Dashboard is not in the scope of bidder/vendor. 2. Bidder/vendor shall upload all project related data on the dashboard. Only Basic information (such as name of the project etc.) about the project shall be uploaded by BHEL to enable the dashboard. 3. Data entry in dashboard shall be in the scope of bidder/vendor.

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9	TCC - Page - 16 Scope of Work	<p>b. Risk Management:</p> <p>i. Project risk identification, assessment and risk mitigation planning through proper Risk Assessment techniques such as FMEA.</p> <p>ii. Identify opportunities in terms of early schedule completion & Process improvement.</p> <p>iii. Develop & update Risk register with prioritization on monthly basis.</p> <p>iv. Conduct risk workshops on quarterly basis to identify new risks, track and mitigate identified risks and capturing mitigation plan/status.</p>	The Scope of Work includes dependencies on the BHEL project team that are not clearly specified. For example, in the Risk Management section, mitigation planning for identified risks is to be handled by BHEL, while the successful bidder's role is limited to monitoring the agreed mitigation plan. Similar ambiguities exist in other areas, which we request BHEL to clarify.	Tender Condition shall prevail.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
10	GCC - Page - 20 2.21.1 Dispute Resolution		<p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in -"Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>	<p>Delete the clause entirely or Replace with the following text:</p> <p>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 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.</p>	Tender Condition shall prevail.

S. No.	Reference clause of document	Existing Provision	Bidder's Query	BHEL's Clarification
11	GCC - Page - 24 2.32.1 Indemnification Given by EY	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.	Requesting you to delete this clause as EY cannot agree to any indemnity obligation as the same is against EY's policy.	Tender Condition shall prevail.
12	Remedies in case of Breach of Contract is established Page -19 Clause 2.5.3 TCC	2.5.3 Remedies in case of Breach of Contract is established (a) Wherein the period as stipulated in the notice issued under clause 2.5.2 (i) has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. (b) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security. Instruments like performance bank guarantee etc available with BHEL against the said contract. (c) In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued. (d) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed.	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.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
13	Breach of contract Page -19 Clause 2.5 TCC		<p>2.5 Consultant default: Breach of Contract, Remedies and Termination</p> <p>2.5.1 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Consultant for any compensation.</p> <p>2.5.2 BHEL shall terminate the contract after due notice of a period of 14 days' 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 to have been established:</p> <p>i). Consultant's poor progress of the work vis-à-vis execution timeline as stipulated in the agreed KPIs.</p> <p>ii). Withdrawal from or abandonment of the work by Consultant.</p> <p>iii). Repeated failure of Consultant in deploying the required resources, to comply the contractual requirements etc. even after given by BHEL in writing.</p> <p>iv). Assignment, transfer, subletting of Contract without BHEL's written permission.</p> <p>v). Non-compliance to any contractual condition or any other default attributable to Consultant.</p>	Request you to please consider replacing notice period of 14 days with 90 days.	Tender Condition shall prevail.
14	Information gathering consultant TCC-Clause Page -17	by iii	Consultant shall gather all information and activities executed till deployment of consultant at site. Consultant shall record all the delays (if any) including delays on the part of customer observed till deployment of consultant at site.	Could you please clarify the meaning and intent of this clause?	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
15	Allowable Absence TCC Clause 3.1.9 Page - 21	Allowable Absence: 12 days of absence per annum of each deployed Consultant (as per TEAM DEPLOYMENT SCHEDULE), shall be allowed, subject to approval from BHEL Project Director/General Manager at Project Site. No deduction shall be made, for such absence.	As the employee is entitled to 25 days of leave, we kindly request if it would be possible to allow up leave upto 18 days of absence in a year. We appreciate your consideration of this matter previously, and would be grateful if you could extend the allowance slightly.	Tender Condition shall prevail.
16	Penalty for absence of manpower TCC Clause 3.1.10 Page - 21	In case of non-availability of the required personnel at site, beyond allowable absence, 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 per person as penal action for the period of actual absence of personnel at Site.	In case all the the KPIs are met, could you please confirm whether any deductions will still apply?	Tender Condition shall prevail.
17	Suggestion	New clause to be added Independence and termination on mutual grounds	<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.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
18	Suggestion		New clause to be added Confidentiality	<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 Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.	Tender Condition shall prevail.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
19	Suggestion		New clause to be added Intellectual Property	<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.	Tender Condition shall prevail.
20	Suggestion		New clause to be added Termination by Bidder	<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.	Tender Condition shall prevail.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
21	Suggestion		New clause to be added Indemnity obligation	BHEL shall not recover from the Consultant, in contract or tort, under statute, indemnity obligations or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.	Tender Condition shall prevail.
22	Insurance Page Clause GCC	-19 2.18	<p>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>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>Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.</p>	EY 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.

S. No.	Reference of document	Existing Provision	Bidder's Query	BHEL's Clarification
23	Suggestion	New clause to be added Independence	Additionally, the proposed team should be independent and have direct reporting relationship with HO team (beyond weekly report to Top Management, as mentioned in the RFP). This is important from governance perspective.	Not Accepted
24	New clause to be added Additional budget for partner time		One additional suggestion: 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. 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. You may try it for a trial period of 6 months and can extend if BHEL feels that it is getting benefits. 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.	Not Accepted
25	Indemnity bond F-24 Other Forms & Procedures Page - 60	The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of: 1.breach of laws by the contractor 2. breach of Intellectual property rights by the contractor 3. breach of confidentiality by the contractor	As per EY policy, we are unable to accept the indemnity bond with this clause. We request you to kindly consider it.	May be read along with clause 2.27 of GCC, Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
26	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.	Tender Condition shall prevail.
27	Page No. 20 TCC	2.7 Documents/ reports/ deliverables Reports & documents submitted by the successful bidder shall become and 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.	We kindly request you to consider an edit to this clause regarding the distribution of submitted copies to ensure confidentiality is maintained.	Tender Condition shall prevail.
28	Declaration for Relation in BHEL		We have around 1k+ partners in India. This is practically not possible for us to check and declare relationship between EY partners and BHEL employees. Alternatively, we can give a declaration covering Senior Management Team involved (from EY side - Partner, Director and team) in Bidding and project execution. Further, request you to clarify on the definition of relative. "Relative" in relation to an individual, means the husband, wife and Son/ Daughter	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
29	Annexure-I: PQR-B-2: Quality Based Selection Criteria Sl. No. b (iii)	Number of Project Management Consultancy work undertaken by Consultant in India in Thermal power Sector, in last Ten Yrs. from latest due date of bid submission. (Certificate/ email from customer of bidder for "successful completion"/ "satisfactory performance" (in case of ongoing work), of consultancy work to be provided) Scale/ scheme of marking: 1 order and above – 8 mark 0 order – 0 mark	We request to kindly allow differential marking based on the capacity of the power plant project so that adequate alignment of bidder's past experience can be ensured with BHEL's current portfolio of super critical projects being executed. We propose the Scheme of marking as below: Minimum 01 order with project capacity up to 600 MW – 4 Marks Minimum 01 order with project capacity more than 600 MW – 8 Marks	Tender Condition shall prevail.
30	TCC CHAPTER-II: Scope of Work 2.2 Brief Requirement of Project	Zero Date of projects	There could be a possibility that zero date of the project may not represent commencement of services for the bidder and hence we request to kindly provide the tentative dates for commencement of work for each of the projects.	Tender Condition shall prevail.
31	NIT-35.0 CONFLICT OF INTEREST	a. 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 and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due. b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.	Considering the large of our organization, we request to kindly restrict the check of relative to the engagement team and people to be deployed for this project. Carrying out these checks at a firm level is difficult due to large size of our team.	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
32	TCC Chapter – III: 3.9: Team Deployment Schedule	3.9 Bidder shall provide a list of Senior team members for all the projects who will be driving this project till completion of the contract. The Senior team shall include minimum, i) One Lead Partner/ Partner/ Director/ equivalent, who will be designated as Project Director; ii) One Commercial Manager; iii) Two Project Management Consultants. CVs of Senior Team Members proposed to be deployed for the project, duly certified by CEO/Country Head/ Board of Directors/ Company Secretary/ Authorized signatory duly authorized by CEO/Partner to be submitted along with tender document.	We understand that bidders need to submit the desired CVs for Package I, 03 projects only. Also, kindly confirm, similar to previous RFP, if bidder needs to submit a self-declaration that some of the resources from the same resource pool whose profile being submitted for Package-I will be supporting Package-II.	Bidder/vendor shall submit the desired CVs for Package I, 03 projects only during tendering stage. However, before actual mobilization of resources, the consultant shall submit the desired CVs to BHEL Site, meeting the requirement, for necessary approval.
33	TCC CHAPTER-II: Scope of Work 2.4 General Conditions	xviii. After Completion of Contract period, consultant shall handover all the worksheets, reports, framework, dashboard and records to BHEL site office. The consultant shall ensure that all project data and deliverables include detailed audit trail for compliance and traceability.	We request client to please note: 1. The existing IPR rights will remain with the Consultant. 2. We can transfer all the deliverables upon receiving the stated amount for the same. 3. Any working materials/frameworks etc that have been used during this course to arrive at the final deliverable/outcome shall remain with the consultant.	Tender Condition shall prevail.
34	TCC CHAPTER-II: Scope of Work 2.5 Consultant default: Breach of Contract, Remedies and Termination	2.5.2 BHEL shall terminate the contract after due notice of a period of 14 days' 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 to have been established:	We request to kindly amend this clause as below: 2.5.2 BHEL shall terminate the contract after due notice of a period of 30 14 days' 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 to have been established:	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
35	TCC CHAPTER-II: Scope of Work 2.5 Consultant default: Breach of Contract, Remedies and Termination 2.5.3 Remedies in case of Breach of Contract is established	3. If contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery: i) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD ii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor	Rationale: 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). i) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.	Tender Condition shall prevail.
36	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.	Rationale: 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: "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."	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
37	ANNEXURE-3 NON-DISCLOSURE AGREEMENT		<p>The context/ coverage of this NDA is not clearly defined and hence we propose to include the clause as below:</p> <p>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")</p>	Tender Condition shall prevail.
38	ANNEXURE-3 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.	<p>We propose to additionally include the following clause:</p> <p>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.</p>	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
39	ANNEXURE-3 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.	<p>We propose to delete the portion of the clause as below as it implies perpetual survival of confidentiality:</p> <p>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.</p>	Tender Condition shall prevail.
40	GCC-2.8 RESPONSIBILITIES OF TB45:E45HE 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	<p>We propose to amend the clause as below as the indemnity is very broad:</p> <p>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.</p>	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
41	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 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>	Tender Condition shall prevail.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
42	GCC-2.8.3		Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.	We request to delete this clause in its entirety Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.	Being statutory requirements, Tender Conditions shall prevail
43	GCC-2.18 INSURANCE – As per General Information 2.18.1		2.18.1 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.	Rationale: Bidder should not be held responsible for any accident or injury in the client's premises owing to the fault or negligence of the client. Therefore, we suggest to delete the clause 2.18.1 in totality. 2.18.1 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.	Tender Condition shall prevail.

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
44	GCC- ARBITRATION	2.21.2	2.21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.	We request to amend this clause as below: 2.21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.	Tender Condition shall prevail.
45	GCC-2.27 LIMITATION LIABILITY	ON	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. selected bidder. The limitation of liability shall not however be applicable in case of violation of any Law, intellectual property rights or breach of confidentiality.	We request to amend this clause as below: 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. selected bidder. The limitation of liability shall not however be applicable in case of violation of any Law, intellectual property rights or breach of confidentiality.	Tender Condition shall prevail.
46	GCC-2.28 Disclosure Certificate	Non-	The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format F-08).	We propose to delete this clause in this entirety	Tender Condition shall prevail.

S. No.	Reference clause of document	Existing Provision	Bidder's Query	BHEL's Clarification
47	GCC-2.30 Fraud Prevention Policy	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	Kindly note that Bidder has its own policies pertaining to anti bribery and anti-corruption. Hence, we would not be in a position to comply with the client's policy.	Tender Condition shall prevail.
48	GCC-2.32 OTHER ISSUES 2.32.1	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. Any such cost shall be capped to the overall contract value of this assignment.	Tender Condition shall prevail.
49	Form No: F-13 (Rev 00) CONTRACT AGREEMENT	7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.	We propose to delete this clause in its entirety. 7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.	Tender Condition shall prevail.
50	Form No: F-13 (Rev 00) CONTRACT AGREEMENT	10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement	We request to delete this clause in its entirety: That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
51	Form No: F-13 (Rev 00) CONTRACT AGREEMENT	13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.	We request to provide more clarity on the intent behind this clause 13	Recovery, if any, shall be done from RA Bills on account of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
52	Form No: F-13 (Rev 00) CONTRACT AGREEMENT	14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.	We request to kindly make this clause mutual for both Client and Bidder	Tender Condition shall prevail.
53	Form No: F-13 (Rev 00) CONTRACT AGREEMENT	Addition of new clause after 15.	We propose to include a clause to state that: This agreement shall prevail over all the documents referred to in this agreement.	Not agreed and shall be as per Form F-13
54	Form No: F-05 (Rev 00) NO DEVIATION CERTIFICATE	We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.	We understand that Reverse Auctioning is not applicable for this tender. Kindly confirm our understanding and request to please update the format accordingly.	Understanding is correct and format may be submitted accordingly.
55	Form No: F-24 (Rev 00) INDEMNITY BOND	The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.	We request to kindly delete this clause in its entirety.	Tender Condition shall prevail.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
56	Form No: F-24 (Rev 00) INDEMNITY BOND	The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of: 1. breach of laws by the contractor 2. breach of Intellectual property rights by the contractor 3. breach of confidentiality by the contractor	We request to limit the contract's overall liability under this clause to the total contract value under this contract. We request to amend this clause as below: The contractor further agrees that the overall liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause , shall not increase beyond the total contract value in respect of: 1. breach of laws by the contractor 2. breach of Intellectual property rights by the contractor 3. breach of confidentiality by the contractor	Tender Condition shall prevail.
57	PQR-B-2	Proposal evaluation is on Quality cum cost basis with 60% weightage for Technical and 40% for Financial.	What will be the minimum qualification marks for technical proposal, on the basis of which the financial proposals will be opened?	Tender Condition shall prevail.
58	TCC Clause 3.9	Bidder shall provide a list of Senior team members for all the projects who will be driving this project till completion of the contract. The Senior team shall include minimum, i) One Lead Partner/ Partner/ Director/ equivalent, who will be designated as Project Director; ii) One Commercial Manager; iii) Two Project Management Consultants. CVs of Senior Team Members proposed to be deployed for the project, duly certified by CEO/Country Head/Board of Directors/ Company Secretary/Authorized signatory duly authorized by CEO/Partner to be submitted along with tender document. Acceptance of CVs is subject to approval by BHEL.	We understand CVs for 3 positions are to be submitted i.e., Project director, Commercial Manager and Project Manager (2nos.), for all the five projects. These are a total of 20 CVs. But as per the evaluation criteria, no marks are allotted for these positions/CVs. 15 marks are allotted only for Subject area experts and pool of experts. Request you to please relook into this.	Bidder/vendor shall submit the desired CVs for Package I, 03 projects only during tendering stage. However, before actual mobilization of resources, the consultant shall submit the desired CVs to BHEL Site, meeting the requirement, for necessary approval.

S. No.	Reference of document	Existing Provision	Bidder's Query	BHEL's Clarification
59	General		What will be the tentative project cost and consultancy budget of this project?	Not to be disclosed.
60		EMD	EMD - We understand Cash portion of EMD (Minimum Rs 2 Lakhs) is to be paid online and the remaining as a bank guarantee. Request you to consider entire EMD amount of Rs. 20 lakhs in the form of a single instrument. Also, please provide the bank guarantee format for the same.	Refer GCC Clause 1.9 and Form F-18 for Proforma of Bank Guarantee
61			We understand that ongoing/substantially completed similar projects, where a minimum fee of Rs. 3 crore has been received and is supported by payment receipt documents certified by a Chartered Accountant, will be considered eligible. Please confirm.	Refer Note at Annexure-1 of NIT and clause 1.6 of GCC of the Tender
62			There is a discrepancy in the age limit of the Project director (65 years?). Can you please clarify this?	Tender Condition shall prevail.
63	NIT Clause 4.0	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	The deadline for submitting a hard copy may vary depending on the dispatch location and will be considered accordingly.

S. No.	Reference clause of document	Existing Provision	Bidder's Query	BHEL's Clarification
64	NIT Clause 35 (a)	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 and when the bidder/ consultant become aware of them. Failing to do so, BHEL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.	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 tender mean - Board of Director
65	NIT Clause 35 (e)	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
66	Annexure-I of NIT B-2 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 equivalent period for considering annual turnover is 2021, 2022 & 2023. Bidders must have achieved an average annual financial turnover (audited) of ₹ 840 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.	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: 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"	Tender condition shall prevail
67	Annexure-I of NIT PQR	**"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 Subindustries Sectors mentioned hereunder: (Refer Global Industry Classification Standard (GICS) 2018,	i. Definition of "Consultancy" may please be elaborated ii. Additionally, we understand from definition that Similar works shall be in context of works done during the capital i.e. Construction phase of projects. Works done towards Implementation strategies in context of	i. Consultancy refers to the professional practice of providing expert advice/service to organizations in a specific field. li. Tender condition shall prevail

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
				operations improvement or any such related work shall not be considered.	
68	Annexure-I of PQR- B.i	NIT	<p>Number of Similar works* undertaken, each assignment having a value of at least Rs. 400 lacs#, in last Ten Yrs. from latest due date of bid submission.</p> <p>10 orders and above – 50 mark 9 orders – 45 mark 8 orders – 40 Mark 2 orders – 10 mark 1 order – 5 mark Scoring based on normalization with above ceiling.</p>	<p>Credential Requirement definition in PQR b(i) & PQR b(ii) is essentially same and therefore we propose to delete PQR b(ii) and modify b(i) as per the following changes. The marks for b(ii) can be allotted to b(iii) as it will allow experienced consultants for this tender with prior capability of handling such complex projects in Thermal Power sector.</p> <p>Number of Similar works* undertaken, each assignment having a value of at least Rs. 400 lacs#, in last Ten Yrs. from latest due date of bid submission. 10 orders and above (min. one from each sector) – 50 mark 9 orders (min. one from each sector) – 45 mark 8 orders (min. one from each sector) – 40 Mark 2 orders (min. one from each sector) – 10 mark 1 order (min. one from each sector) – 5 mark Scoring based on normalization with above ceiling.</p>	Tender condition shall prevail

S. No.	Reference of document	clause tender	Existing Provision	Bidder's Query	BHEL's Clarification
69	Annexure-I of PQR- B.iii	NIT	<p>Number of Project Management Consultancy work undertaken by Consultant in India in Thermal power Sector, in last Ten Yrs. from latest due date of bid submission.</p> <p>1 order and above – 8 mark</p> <p>0 order – 0 mark</p>	<p>Given the complexity and nature of works at 5 Projects, we recommend BHEL to allow experienced consultants for this tender with prior capability of handling such complex projects in Thermal Power sector. Accordingly, we propose below modification:</p> <p>Number of Project Management/ Construction Management Consultancy work undertaken by Consultant in India in Thermal power Sector of at least 600 MW, assignment must have value of atleast Rs. 400 lacs#, in last Ten Yrs. from latest due date of bid submission.</p> <p>2 orders and above – 20 mark</p> <p>1 order – 10 mark</p> <p>0 order – 0 mark</p>	Tender condition shall prevail
70	Annexure-I of PQR- Subject Experts	NIT C.i Area	<p>Subject Area Experts: Bidder must have atleast three no. of Subject Area Experts on role, having experience of Thermal power plant along with experience mentioned below.</p> <p>15 Projects and above – 5 mark</p> <p>12-14 Projects – 4 mark</p> <p>8-11 Projects – 3 mark</p> <p>4-7 Projects Score – 2 mark</p> <p>1-3 Projects Score – 1 mark</p> <p>(Considering max. 5 projects for each subject area expert)</p>	<p>If a Consultant has less than 3 Subject Area Experts (i.e. 2 Subject Area Experts/ 1 Subject Area Expert), then the Consultant will get 0 (Zero) Marks.</p> <p>Please confirm if the understanding is correct.</p>	No, the understanding is not correct.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
71	NIT Annexure-I - Common Explanatory Notes: 4	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 Bidder's entity/ member firms.	Tender condition shall prevail
72	NIT Annexure-2 Checklist: 3(ii)	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly 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.	Duly Notarised Partnership Deed shall be accepted
73	NIT Annexure-2 Checklist: 14	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.	Available Organisation Chart is required
74	TCC Clause 5.4 Liquidated Damages/Penalty	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 proposed the below modification: 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 week of delay of each KPI from the schedule date and subject to maximum 5% of the monthly pay-out, The maximum LD for the entire duration of the contract shall be capped to 5% of the Total 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.	Tender condition shall prevail

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
75	TCC Clause 4.1 Contract Schedule	Contract shall commence from the date of kick off meeting, held at each site within 15 days from date of Issuance of LOA (Letter of Award) or otherwise explicitly mentioned in Kick of meeting.	On account of below reasons: i) Consultant would need time to finalize team accommodation and travel arrangements at project site. ii) The actual work will commence only after sign off of Team Deployment Schedule & Key deliverable by BHEL We propose below modification: Consultant to deploy team deployment within 30 days after sign off of Team Deployment Schedule & Key deliverable by BHEL	Tender condition shall prevail
76	TCC Clause C-xi	Consultant shall submit a process improvement report to BHEL on periodic basis. Implementation of such process improvement report shall be at sole discretion of BHEL	The existing clause to be modified suitably to include the definition of processes and also the list of processes	Tender condition shall prevail
77	TCC Chapter-2 Scope of Works	Contract management	From this clause we understand that the scope of the consultant shall begin post contracts are placed to BHEL's sub-contractors including monitoring timely release of orders to the sub-contractors. From this clause we understand that the consultant shall not monitor/review/manage/validate/track the RFP or bid process activities for the sub-contracts	Tender condition shall prevail
78	TCC Chapter-2 Scope of Works	Contract management	We understand that review of the invoices raised by BHEL's contractors and invoices from BHEL to the customer shall not be reviewed by the consultant nor will the consultant assist BHEL in both the type of invoices mentioned above	Invoices raised by BHEL's contractors and invoices from BHEL to the customer shall not be reviewed by the consultant.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
79	TCC Clause 3.1 Team Deployment Schedule Point 4	The consultant shall deploy their resources for the work at BHEL's Site offices/Head office. (Tentatively one representative to be deployed at Head office, on specific instruction of BHEL).	Please confirm if the representative to be deployed at Head Office is an additional resource other than as mentioned in the Team Deployment Schedule. If there is a requirement to deploy additional manpower beyond the Man months mentioned in the RFP upon proper justification by Bidder & approval by BHEL; the remuneration shall be done basis the rate card of manpower quoted by Bidder in the tender and as per experience mentioned in the RFP.	The representative might be required to be deployed at Head Office shall be from the team mentioned in the Team Deployment Schedule. For addl. Requirement manpower refer clause 3.1.3 of TCC.
80	TCC Clause 2.4 (ii)	Consultant shall finalise a DELIVERABLE & KPIs PLAN based on above scope of work, with BHEL within 30 days from the date of LOA (Letter of Award). The DELIVERABLE & KPIs PLAN shall be subjected to BHEL's approval. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by BHEL/Consultant	We propose the following modification to this clause: Consultant shall submit a DELIVERABLE & KPIs PLAN based on above scope of work, with BHEL within 30 days from the date of LOA (Letter of Award). The DELIVERABLE & KPIs PLAN shall be subjected to BHEL's approval and shall be approved within 7 days of submission by BHEL. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by BHEL/Consultant	Tender condition shall prevail
81	TCC Clause 3.9	Bidder shall provide a list of Senior team members for all the projects who will be driving this project till completion of the contract	We understand that list of Senior team members for only Package I Three (03) Projects has to be provided by the Bidder. Please clarify	Bidder/vendor shall submit the desired CVs for Package I, 03 projects only during tendering stage. However, before actual mobilization of resources, the consultant shall submit the desired CVs to BHEL Site, meeting the requirement, for necessary approval.

S. No.	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
82	TCC Clause 5.1 Payment Terms, on pro rata basis	Activity linked Payment: 2.5% of Contract value shall be paid on 'Mobilisation of team at site' and finalising 'TEAM DEPLOYMENT SCHEDULE' & 'LIST OF KEY DELIVERABLES'.	The weightage for Activity linked payment is not specified in BOQ CUM RATE SCHEDULE Price bid for total scope of work of Package I. The Amount Weightage total for deployment of resources is 1, whereas it should have been 0.975	Pls refer clause 5.1.A of TCC.
83	TCC Clause 2.3 Scope of Work		Notwithstanding anything to the contrary, kindly note that we do not provide any legal services directly or indirectly since we are not permitted to provide the same. Our scope is limited to technical/commercial aspect and our services will not include provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice	Pls refer clause 6.1 vi of TCC.
84	Form No: F-16 PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY	Courts at Kolkata for PSER/Nagpur for PSWR/Delhi for PSNR/Chennai for PSSR shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.	We propose the following modification to this clause: Courts at Delhi shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee	Tender Conditions shall prevail

S. No.	Reference of document	Existing Provision	Bidder's Query	BHEL's Clarification
85	GCC Clause 2.21.2 Arbitration	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.	We propose that the sole arbitrator to be mutually appointed by the parties	Tender Conditions shall prevail
86	NIT - Annexure 3 NON-DISCLOSURE AGREEMENT		We propose the following clause to be added: "Notwithstanding anything to the contrary, we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality".	Tender Conditions shall prevail

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