

CORRIGENDUM /01; DATE: 22/09/2015**REF: NIT 24323**

S/ NO	ISSUE	DESCRIPTION	
i	Quality Tender schedule No.	BHE: QC: SCM: 01	
ii	Name of Work	UTILIZING SERVICES OF AUTHORIZED INSPECTION AGENCIES FOR THE INSPECTION OF SUBC-CONTRACTING MACHINED COMPONENTS	
iii	Description of corrigendum	Following changes have been in Part A Section I and Section V while all other terms and conditions remain the same.	
iv	Section I 1.20 Regarding MSE suppliers	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.	Added vide Corrigendum 01 Dated 22/09/2015
v	Section I 1.21 Communication through email	The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.	
vi	Section I 1.22 Force Majeure	If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.	
vii	Section V 2 EMD	An Earnest Money Deposit (EMD) amount of Rs.20000/- (Rupees Twenty thousand) to be sent along with offer either in Demand Draft/Pay Order only in favour of Bharat Heavy Electricals Limited payable at Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank at Goindwal Sahib, Distt. Tarn Taran or through Demand Draft of any other bank Payable at Amritsar.	Modified vide Corrigendum 01 Dated 22/09/2015
viii	Section V 2A Security Deposit	Security Deposit: The rate of security deposit will be as below : - Up to Rs.10 Lakhs: 10% of order value. - Above Rs. 10 Lakhs upto 50 Lakhs: Rs. 1 Lakh +7.5% of the amount exceeding Rs, 10 Lakhs It will be deposited either in Demand Draft/Pay Order only in favour of Bharat Heavy Electricals Limited payable at Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank at Goindwal Sahib, Distt. Tarn Taran or through Demand Draft of any other bank Payable at Amritsar.	

ix	Section V 33 Due date of opening of tender	BHEL reserves the right to extend the due date of opening, which shall be informed. In case of extension of tender opening date , the validity of offer shall be suitably revised.	Added vide Corrigendum 01 Dated 22/09/2015
x	Section V 34 EMD exemption	Following shall be exempted from submitting EMD:- 1. PSUs of Central Government/State Governments (proper evidence had to be submitted). 2. Micro and Small Enterprises (relevant documents required as per BHEL terms and conditions).	
xi	Section V 35 EMD refund	EMD given by all unsuccessful bidders shall be refunded normally within 15 days of placing PO/Contract to successful bidder. EMD shall not carry any interest.	
xii	Section V 36 EMD forfeit	EMD by the Bidder will be forfeited if, the successful bidder/vendor refuses to accept or acknowledge the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.	
xii	Section V 37 Security deposit	50% of the security deposit should be collected before the start of the work and the balance 50% from the running bills at the rate of 10% per month.	
xiv	Section V 38 EMD as security deposit	EMD of the successful tender will be converted and adjusted against the initial 50% of the security deposit.	
xv	Section V 39 Security deposit refund	Security deposit shall be refunded to agency after 2 months of successful completion of contract. Security deposit shall not carry any interest.	
xvi	Section V 40 Security deposit exemption	Following shall be exempted from submitting security deposit:- 1. PSUs of Central Government/State Governments (proper evidence had to be submitted). 2. Micro and Small Enterprises (relevant documents required as per BHEL terms and conditions).	
xvii	Section V 41 Negotiation	BHEL reserves the right to negotiate with L1 bidder/s.	
xviii	Section V 42 Acceptance of terms and conditions	Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.	
xix	Section V 43 Fraud Prevention Policy	The 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.	