

**CORRIGENDUM OF TENDER REFERENCE NO. X/6600/2022/0733/T/1  
(Tender ID. 2023\_BHEL\_24265\_1)**

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Reference No.: X/6600/2022/0733/T/1\_COR\_1

Dated: 08.05.2023

**Corrigendum Detail:**

➤ **RA clause has been incorporated in Annexure-B (refer clause No. 18) as below:**

*“Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened. same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking”.*

**Rest terms & conditions of Tender Enquiry remain un-changed.**

All the sub-contractors are requested, kindly submit offer accordingly as per revised Annexure-B

**Encl.**

**1. Revised Annexure-B**

**REVISED ANNEXURE-B****TECHNO-COMMERCIAL TERMS & CONDITIONS AGAINST TENDER NO.:**  
**X/6600 /2022/0733/T /1**

| <b>Sl. No.</b> | <b>BHEL Standard Terms &amp; conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Vendor's Acceptance/ Comments</b> |
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| <b>1</b>       | <b>Scope of Work:</b> <ul style="list-style-type: none"><li>Complete machining of items (refer Annexure-A) with BHEL material is to be carried out by vendor as per drawing/standard, Technical requirements and quality requirements.</li><li>With reference to TR-4 of drawing, finish machining of inner dia, outer dia, thickness and face seal groove of facing plates is not to be done by vendor. It will be done at BHEL in assembled condition with another job.</li></ul>                                                                                                                                                                                                     |                                      |
| <b>2</b>       | <b>Quality Requirements:</b> <p>Inspection by BHEL/BHEL nominated inspection agency as per drawing/standard and quality plan requirements. Quality Plan no. QP/QA/232009 rev 00 dtd. 21.04.2023 is attached, should be followed.</p> <ul style="list-style-type: none"><li>Vendor should provide a summary sheet of documents for correlation.</li><li>Vendor should mention relevant QP clauses on all reports for every lot.</li></ul>                                                                                                                                                                                                                                                |                                      |
| <b>3</b>       | <b>Payment terms:</b> <p>90% payment will be done after receipt and acceptance of items in HEEP, BHEL, Haridwar and balance 10% payment will be done after final account of materials (i.e Scrap Accountal). Currency of payment will be Indian Rupees(₹). Quotation containing payment term other than above, is liable to be rejected.</p>                                                                                                                                                                                                                                                                                                                                            |                                      |
| <b>4</b>       | <b>Validity:</b> <p>Validity of the offer should be minimum 120 days from tender opening date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |
| <b>5</b>       | <b>ORDER ACCEPTANCE:</b> Order acceptance (ink-signed/ email) shall be given by vendor within 7 days after receipt of Purchase order through email otherwise it will be assumed that Order is acceptable to vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      |
| <b>6</b>       | <b>Submission of Indemnity bond:</b> <p>Indemnity Bond (IB) of value ₹ 95.11 Lakhs in BHEL prescribed format (Annexure-C) should be submitted. Without submission of Indemnity Bond, materials shall not be handed over to vendor. (The value of Indemnity Bond is for complete quantities of all items of the enquiry. <b><i>The vendor has to submit the Indemnity Bond for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order</i></b>). BHEL reserves the right to ask for the Indemnity Bond for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time.</p> |                                      |

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| 7  | <p><b>TAXES:</b></p> <p>A. All statutory taxes, if any, will be deducted at source &amp; to be borne by the beneficiary. Tax deduction certificate shall be issued at the end of financial year if required. Quantum of TDS will be as per prevailing rates based on Availability / Non-availability of PAN. At present TDS rate without PAN is 20% and with PAN as per DTAA with the particular country.</p> <p>B. <b>Goods &amp; Service Tax (GST):</b> As applicable against documentary proof.</p> <p>C. Vendor status regarding registration (registered/un-registered/registered under composite scheme) under GST.</p> <p>Vendor should mention GST registration no. in case of registered/registered under composite scheme.</p> <p>In case of un-registered in GST, vendor should confirm with reason of not registration.</p> <p>D. <b>Input Tax Credit:</b> Input Tax Credit will be applicable for registered vendor only against documentary proof. No Input Tax Credit is applicable for unregistered/composite registered supplier.</p> |  |
| 8  | <p><b>Delivery and Transportation: -</b></p> <p>A. <b>Delivery Period:</b><br/>Within 90 days of receipt of materials from BHEL Haridwar at vendor's works.</p> <p>B. <b>Transportation of BHEL Material:</b><br/>By BHEL at vendor works on freight paid basis.</p> <p>C. <b>Delivery basis:</b><br/>Delivery of finished item must essentially be FOR BHEL Haridwar basis. Freight for sending finished components from vendor works to BHEL Haridwar shall be borne by vendor at its own cost &amp; responsibility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 9  | <p><b>Late delivery penalty Clause:</b> LD clause is applicable@0.5% per week or part thereof with a maximum limit of 10% of unexecuted portion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 10 | <p><b>Guarantee Certificate:</b><br/>Vendor should submit Guarantee Certificate along with each supply of components. Components shall warrant for requirements as per BHEL drawings and other technical conditions. If the same are found defective owing to faulty workmanship/incomplete work within a period of 18 Months from the date of receipt, the supplier shall make good of it / replace/ repair/ complete the same free of cost. If rework/repairing/Completion etc. is done by BHEL, the charges for same shall be deducted from the Sub-Contractor account.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |

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| <b>11</b> | <b>Attending to any complaint during Guarantee period:</b><br>For any type of complaint (such as poor quality of machining/ machining & assembly/ coating, poor performance etc.), vendor has to rectify the job without any financial implication (free of cost).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>12</b> | <b>Risk Purchase Clause:</b> In case of delays in supplies / defective supplies or non-fulfillment of any other terms and conditions given in the Purchase Order the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. In case vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honor the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <b>13</b> | <b>Settlement of Disputes:</b><br><br>If any dispute, controversy or claim arising out of, relating to, or in connection with, this contract, or the breach, termination or validity thereof, arises, both parties hereto shall endeavor to settle such dispute amicably. Should this attempt fail, the disputes between the parties shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 days); give 30 days' notice, in writing, invoking arbitration and calling upon the other party to constitute the tribunal as provided.<br><br>All or any such disputes or differences arising between the parties to this contract shall be referred to an Arbitral Tribunal consisting of three arbitrators. Both the parties shall appoint one arbitrator each and the arbitrators appointed so by the parties shall appoint a presiding arbitrator.<br><br>The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction. |  |
| <b>14</b> | BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. The clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |

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| 15 | <p><b>Force Majeure Clause:</b></p> <ul style="list-style-type: none"> <li>a) Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake etc.</li> <li>b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances. If force majeure prevents the purchaser from fulfilling his obligations, he shall not be forced to compensate the contractor for expenses.</li> <li>c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than 6 months.</li> <li>d) Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 16 | <p><b>RIGHT OF ACCEPTANCE.</b></p> <ul style="list-style-type: none"> <li>a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.</li> <li>b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</li> <li>c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.</li> <li>d) In case of changes in scope and/or technical specification and/or commercial terms &amp; conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.</li> <li>e) The bidder whose bid is technically not accepted will be informed &amp; EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.</li> <li>f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</li> </ul> |  |

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| 17                                                                                                                                                                                                    | Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 18                                                                                                                                                                                                    | <b>Reverse Auction:</b> BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened. same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. |  |
| <b>Note:</b> Attach separate sheet for additional information if necessary. The above terms & condition supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

(Vendor's Signature with seal)