

## CORRIGENDUM

Reference No.: X/6600/2024/0140/T\_COR\_1

Dated-03.09.2024

NIT No. 2024\_BHEL\_39372

Due date: 18.09.2024 (14:00 Hrs.)

### Corrigendum Details

Following points in General Terms & condition are to be read as below and also in Annexure-B: -

S.No.	Previous Terms & condition	After Modification terms & condition Read as
1	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>1(b)</b> Prices should be quoted on Ex-Works Basis. However, the comparison shall be done on total cost to BHEL, Haridwar (i.e. Quoted Ex-Works + BHEL freight Charges for both side).	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>1(b)</b> Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids. In case BHEL accepts the EX-Works prices such offers will be loaded with actual freight charges as per BHEL freight rate contract.
2	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>1(c)</b> Please quote your rates on Ex-Works basis. However, the insurance will be arranged by BHEL through open policy.	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>1(c)</b> Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at <a href="https://hwr.bhel.com/bhelweb/Home.jsp">https://hwr.bhel.com/bhelweb/Home.jsp</a> ." If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.
3	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>26.</b> Vendor should quote their Ex-Works Price. The evaluation of tender shall be on the basis of "Total Landed cost at BHEL (HEEP) Haridwar i.e. Ex-Works Price + BHEL freight Cost for both side". For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.	<b><u>General Terms &amp; Condition of Tender Enquiry: -</u></b> <b>26.</b> The evaluation of tender shall be on the basis of "Total Landed cost at BHEL (HEEP) Haridwar". For evaluation of foreign bids, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid opening) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.

4	<p><b><u>Techno Commercial Terms &amp; Conditions (Annexure-B):</u></b></p> <p><b>10. 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. Final Inspection call date of successful inspection shall be considered as delivery date for LD. Vendor to intimate immediately the dispatch of material after successfully completion of Inspection.</p>	<p><b><u>Techno Commercial Terms &amp; Conditions (Annexure-B):</u></b></p> <p><b>10.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>
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Note: Other terms and conditions remain same.

**ANNEXURE-B (Revised)**

**TECHNO-COMMERCIAL TERMS & CONDITIONS AGAINST TENDER NO.**  
**X/6600 /2024/0140/R /2**

<b>S. No.</b>	<b>BHEL Standard Terms &amp; conditions</b>	<b>Vendor's Acceptance/ Comments</b>
<b>1</b>	<b>Scope of Work:</b> <ul style="list-style-type: none"><li>• Machining of casing upper part (refer Annexure-A) with BHEL material is to be carried out as per drawing/standard, Technical requirements and quality plan requirements.</li><li>• Preservation of machined surfaces to be done with grease or oil.</li></ul>	
<b>2</b>	Signed and Filled PQR with necessary information along with supporting document are attached while submitting the offer. Vendor to confirm.	
<b>3</b>	<b>Quality Requirements:</b> <p>Inspection by BHEL/BHEL nominated inspection agency and customer/Customer nominated inspection agency as per drawing/standard and quality plan requirements and Quality Plan No. QP/QA/242092 Rev-00 Dt: 15.06.2024.</p> <ul style="list-style-type: none"><li>• Sub-contractor to provide a summary sheet of documents/TCs for correlation.</li><li>• Applicable log sheets to filled by subcontractor.</li><li>• Sub-contractor to mention relevant QP clauses on all TCs/reports for every lot.</li><li>• "Vendor should raise inspection call for BHEL / TPI inspection at least 4 days in advance to the planned date of inspection. If customer inspection is envisaged at vendor's works, vendor should give inspection call at least 7 days in advance to the planned date of inspection"</li></ul>	
<b>4</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 accountal of materials (i.e Scrap Accountal). Currency of payment will be Indian Rupees (₹).</p> <p>Quotation containing payment term other than above, is liable to be rejected.</p>	
<b>5</b>	<b>Validity:</b> <p>Validity of the offer should be minimum 120 days from tender opening date.</p>	
<b>6</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.	

7	<p><b>Submission of Bank Guarantee Indemnity bond:</b>  Bank Guarantee of value ₹ 0.58 lacs and Indemnity Bond (IB) of value ₹ 5.15 lacs. in BHEL prescribed format should be submitted. Without submission of Bank Guarantee and Indemnity Bond, materials shall not be handed over to vendor. <i>(The value of Bank Guarantee and Indemnity Bond is for complete quantities of all items of the enquiry. The vendor has to submit the Bank Guarantee and Indemnity Bond for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order).</i> BHEL reserves the right to ask for the Bank Guarantee and Indemnity Bond for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time.  (In case of non-acceptance of this clause offer of such vendor may likely to ignore)</p>	
8	<p><b>TAXES:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>B. <b>Goods &amp; Service Tax (GST):</b> As applicable against documentary proof.</li> <li>C. Vendor status regarding registration (registered/un-registered/registered under composite scheme) under GST.  Vendor should mention GST registration no. in case of registered/registered under composite scheme.  In case of un-registered in GST, vendor should confirm with reason of not registration.</li> <li>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.</li> </ul>	
9	<p><b>Delivery and Transportation: -</b></p> <ul style="list-style-type: none"> <li>A. <b>Delivery Period:</b>  Within 90 days of receipt of materials from BHEL Haridwar at vendor's works.</li> <li>B. <b>Transportation of BHEL Material:</b>  By BHEL at vendor works on freight paid basis.</li> <li>C. <b>Delivery basis:</b>  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.</li> </ul>	
10	<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>	

11	<p><b>Scrap:</b> Scrap generated during the machining operation is to be retained by the vendor free of cost (Treated as Deemed Sales) and vendor must adjust/pass on the benefit to BHEL while quoting the rates. Scrap generated during the machining operation is non-chargeable, only GST and applicable taxes on scrap value will be recovered from vendor's end. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation.</p>	
12	<p><b>Guarantee Certificate:</b> 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>	
13	<p><b>Test Certificate:</b> Material test certificate is required for the material in vendor's scope of supply (if applicable).</p>	
14	<p><b>Attending to any complaint during Guarantee period:</b> For any type of complaint (such as poor quality of machining/ machining &amp; assembly/ coating, poor performance etc.), vendor has to rectify the job without any financial implication (free of cost).</p>	
15	<p><b>Settlement of Disputes:</b></p> <p>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.</p> <p>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.</p> <p>The venue of arbitration shall be Haridwar Courts, which will have exclusive jurisdiction.</p>	

<b>16</b>	<b>Conflict of Interest among Bidders/ Agents:</b> - Vendor to confirm clause mentioned under enquiry terms and condition.	
<b>17</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.	
<b>18</b>	<b>Force Majeure Clause:</b> <ol style="list-style-type: none"> <li>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>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>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>Evidence for this would be "Force Majeure" certificate issued by chamber of commerce of the concerned country.</li> </ol>	
<b>19</b>	<b>RIGHT OF ACCEPTANCE.</b> <ol style="list-style-type: none"> <li>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>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>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>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> </ol>	

	<p>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.</p> <p>f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</p>	
<b>20</b>	<p><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.</p>	
<b>21</b>	<p><b>Breach of contract, Remedies and Termination:</b> In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk &amp; Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>	
<b>22</b>	<p>Details of Contact Person Name, Designation, Department complete postal, E-mail address &amp; Fax no, phone, Mobile no. to be mentioned.</p>	
<p><b>Note:</b> Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the tender enquiry</p>		

(Vendor's Signature with seal)