

## **CORRIGENDUM**

**Reference No.: X/6580/2024/0167/G/1\_COR\_1**

**Dated: 22.07.2024**

**Tender ID . 2024\_BHEL\_37582\_1**

### **Corrigendum Detail:**

1. Attached **Revised Annexure-B** (Techno- COMMERCIAL TERMS & CONDITIONS AGAINST TENDER NO. X/6580/2024/0167/G /1) Supersede earlier issued Annexure-B.
2. The opening date of the above-mentioned enquiry is extended from 22.07.2024 (02:00 PM) to **03.08.2024 (02:00 PM).**

**All enquiry Annexures & content except above remains the same.**

**TECHNO-COMMERCIAL TERMS & CONDITIONS AGAINST TENDER NO. X/6580/2024/0167/G/1**

S. No.	BHEL Standard Terms & conditions	Vendor's Acceptance/ Comments
1	<p>1. SCOPE OF WORK: -</p> <p>A. VENDOR SCOPE OF WORK: -</p> <p>i. COMPLETE MACHINING, ASSEMBLY AND INDUCTION HARDENING (IH), AS APPLICABLE, IS TO BE DONE BY THE VENDOR AS PER DRAWING AND ITS TECHNICAL REQUIREMENTS.</p> <p>ii. ALL TYPE OF COATINGS SHALL BE DONE BY VENDOR (EXCEPT PASSIVATION (RS 6) AND ALLODYNE TREATMENT (RS 4)) FROM BHEL APPROVED SOURCES.</p> <p>B. BHEL SCOPE OF WORK:</p> <p>i. ALL INTERMEDIATE OPERATIONS LIKE WELDING &amp; STRESS RELIEVING (SR), NITRIDING, CARBURIZING, PAINTING, BRONZE SPRAY AND COATING (PASSIVATION (RS 6) AND ALLODYNE TREATMENT (RS 4) ONLY) IS TO BE DONE BY BHEL AT BHEL WORKS AS APPLICABLE AS PER DRAWING.</p> <p>ii. HYDRAULIC TESTING AND FUNCTIONAL TESTING AS APPLICABLE IS TO BE DONE BY BHEL AT BHEL WORKS.</p> <p>2- BEFORE SENDING ANY ITEM TO BHEL FOR ANY INTERMEDIATE OPERATION, VENDOR TO INFORM 7 DAYS IN ADVANCE</p> <p>3- FOR EACH INTERMEDIATE OPERATION, TIME CYCLE AT BHEL WILL BE 2 WEEKS.</p> <p>4- ALL RAW MATERIAL, BOIs AS PER ATTACHED ANNEXURE-X SHEET SHALL BE SUPPLIED BY BHEL HARDWAR.</p> <p>5- ITEMS ARE INDEPENDENTLY USEABLE &amp; THE REQUIREMENT IS DIVISIBLE.</p> <p>6- INDUCTION HARDENING (IH): -</p> <p>a. THE ITEM FOR WHICH IH IS APPLICABLE, ONE TEST SAMPLE PER LOT IS TO BE MANUFACTURED BY VENDOR.</p> <p>b. FOR TEST SAMPLE, RAW MATERIAL SHALL BE PROVIDED BY BHEL.</p> <p>c. VENDOR SHALL SEND TEST REPORT ALONG WITH THE TEST SAMPLE AFTER IH FOR APPROVAL AT BHEL.</p> <p>d. SAMPLE WILL BE TESTED AT BHEL LAB. ONLY AFTER ACCEPTANCE BY BHEL QC, VENDOR SHALL PERFORM IH ON ACTUAL ITEM.</p> <p>e. VENDOR IS REQUIRED TO SEND THE ACTUAL ITEM (ON WHICH IH HAS BEEN DONE) TO BHEL FOR REPEAT TESTING PRIOR TO ASSEMBLY.</p> <p>f. ONE EXTRA PIECE FROM LOT SUPPLIED MAY BE RANDOMLY SELECTED FOR DESTRUCTIVE TESTING FOR ENSURING HARDNESS ON ACTUAL ITEM.</p> <p>7- FERROUS SCRAP TO BE RETAINED BY THE VENDOR AND NON-FERROUS SCRAP TO BE RETURNED TO BHEL. REFER RAW MATERIAL ANNEXURE-X SHEET.</p> <p>8- ALTERNATIVE PROCESS FOR CD PLATING SPEC AA0673609 IS ELECTROLYTIC ZINCO NICKEL HW0986097-OTO RS 10.</p>	
2	<p><b>Quality Requirements:</b></p> <p>(A). Inspection by BHEL and customer as per drawing /Standard and quality plan requirements as mentioned below :</p> <p>Clause nos. (as applicable) 2 I, 2viii, 2 viii, 2 ix, 2 x, 2 xii, 3 i of Doc. No. QA:DF:QP.SRMF, Rev 00, dtd 21.10.2023</p> <p>Note</p> <p>1. Repeat hardness test &amp; MPI test (as applicable) to be carried out at BHEL MRL LAB before offering final inspection to QC-Subcontracting for every component in which hardening is required/asked in the drawing. Same to be ensured.</p> <p>2. Vendor / sub-contractor has to demonstrate dimensional checking as per drawing and QP requirements. In case, vendor / sub-contractor is not having adequate instruments / facility to demonstrate the same, 3D CMM report to be furnished.</p> <p>(B). All related test certificates / inspection reports and observation sheets as per drawing / standard shall be submitted by sub-contractor to HEEP BHEL HARIDWAR.</p> <p>( C ). Identification and traceability to be ensured by sub-contractor and same to be verified by BHEL inspector.</p> <p>INDIAN NAVY / DQA(N), MOD WILL INSPECT THESE COMPONENT DURING MANUFACTURE/ ON COMPLETION, AT THE WORKS OF VENDOR.</p> <p><b>• Acceptance will be based on successful Functional &amp; Hydraulic testing (which will be done by BHEL at BHEL works) and other verification as per applicable QP.</b></p>	
3	Payment terms:	

	<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> <p>In case of rejection, total cost of material will be recovered in case of BHEL Material and no labour cost will be paid.</p>	
4	<p><b>Validity:</b></p> <p>Validity of the offer should be minimum <b>120 days</b> from tender opening date.</p>	
5	<p><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.</p>	
6	<p><b>Submission of Bank Guarantee (BG) and Indemnity bond (IB):</b></p> <p>BG of value ₹ 2,27,128.00 and Indemnity Bond (IB) of value ₹ 20,44,145.00 in BHEL prescribed format (Annexure-C) should be submitted. Without submission of BG &amp; IB, materials shall not be handed over to vendor. (The value of BG &amp; IB is for complete quantities of all items of the enquiry. <i><b>The vendor has to submit the BG &amp; IB for the value of item quantities issued/ordered on him, which will be communicated to vendor separately after placement of order</b></i>). BHEL reserves the right to ask for the BG &amp; IB for increased amount depending upon the material availability with the SUB-CONTRACTOR from time to time.</p>	
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.</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></p> <p>Within 90 days of receipt of materials from BHEL Haridwar at vendor's works.</p>	

	<p><b>B. Transportation of BHEL Material:</b> By BHEL at vendor works on freight paid basis.</p> <p><b>C. 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.</p> <p><b>D. For any intermediate operations and repeat testing, cost of transportation TO and FRO will be borne by Vendor.</b></p>	
9	<p><b>Late delivery penalty Clause:</b> “Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.</p>	
10	<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 <b>18 Months</b> 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>	
11	<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>	
12	<p><b>Risk Purchase Clause &amp; Breach of Contract clause:</b> In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies/defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL 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. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.</p> <p>In case of Breach of Contract, wherever the value of security instruments like Performance Bank Guarantee / Any other instrument, available with BHEL against the said contract is atleast 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</p>	

	remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.	
<b>13</b>	<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>14</b>	<p><b>Force Majeure Clause:</b></p> <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>15</b>	<p><b>RIGHT OF ACCEPTANCE.</b></p> <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-</li> </ol>	

	<p>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.</p> <p>e) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</p>	
<b>16</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 and 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. For detailed terms and conditions of RA guidelines, kindly refer <a href="http://www.bhel.com">www.bhel.com</a>.</p>	
<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>	Vendor may inform MSME status. Kindly confirm and attached UAM Copy. (Udyam Aadhar No.)	
<b>19</b>	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
<b>20</b>	Self-certification as per Government Public procurement Order no. P-45021/2/2017-BE-II dt 15.06.2017 & P-45021/2/2017 pp(BE-II) dated 28.05.2018, 29.5.2019 & 04.6.2020 (Annexure F)	
<b>21</b>	Rest of General Terms of the Tender and GISTC shall be applicable	
<b>22</b>	Details of Contact Person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
<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>		

**Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.**

(Vendor's Signature with seal)