Dtd. 08.05.2018

Corrigendum against RFQ SPKSCPV016

1. Changing of notification no. in www.bhel.com from SPKSCPV017 to SPKSCPV016.
2. Uploading of revised technical bid, techno-commercial bid and price bid formats.
3. Uploading of revised PBG format.

Item No	Material Code	Material Description	Quantity	Unit of Measurement	Quoted/Not Quoted	HSN / SAC Code	GST	APPLICABLE TO BE INDICATED	CURRENCY
10	PS0679073531	10 sqmm Cu EBXL XLPO - Black	350000	M					
20	PS0679073540	10 sqmm Cu EBXL XLPO Black with Red line	350000	M					
30	Freight Charges	Freight Charges	1	Number					

Sr. No	DESCRIPTION	Details	RESPONSE	Remarks if disagree
1	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope,then the prices shall remain Firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).		
2	Terms of Delivery	FOR INDIGENOUS VENDORS:Free On Road Basis to Project site : GIPCL- Charanka - Gujarat FOR FOREIGN VENDORS: CIF Seaport/ CIF Airport/ FCA Airport (Indicate name of Seaport/Airport)		
3	Delivery Period	(a) Supply : 16 Weeks from Date of Purchase Order		
4	Delivery Period	(b) Drawing submission :1 week from date of Purchase Order		
5	Payment Term	FOR INDIGENOUS VENDORS:(a) Supply: 100% of Basic value with taxes, duties and freight will be paid with 45 days credit from the receipt of material or 15 days credit from the date of submission of complete set of documentation whichever is later + submission of PBG valid for Warranty Period+ 3 months Claim Period from BHEL Consortium Bank ,if applicable. Note : In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period..		
6	Payment Term	FOR FOREIGN VENDORS:(a) Supply: (a) 100% of PO value will be paid against Sight draft with 45 days Credit from the date of dispatch or 15 days credit from the date of submission of complete set of documents whichever is later)+ submission of PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank ,if applicable. Note: In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period..		
7	Payment Term	(b) For any deviation in payment term, the offer will be liable for loading as per Clause G of ITB. If loading not acceptable, offer will be outrightly rejected.		
8	Evalution of L1 vendor	Evaluation to be done on package wise, L1 of Supply on "FOR destination" basis to site will only be considered. (editable)		
9	Warranty	Warranty for Supply : 18 months from supply, 12 months from I&C whichever is earlier.		
10	Pre Shipment Inspection	(a) Pre Shipment Inspection will be carried out by BHEL/Customer for which test report shall be sent atleast one week in advance.		
11	Pre Shipment Inspection	(b) Pre Shipment Inspection charges , if any, shall be considered while evaluating your offer to arive at "Total Cost to BHEL".The charges for the same shall be informed to you before Price Bid Opening/Reverse Auction.		
12	Penalty	(a) Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty.		
13	Penalty	(b) For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.		
14	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items.However, vendor shall give request for road permit 24 hours in advance.		
15	PBG	(a) PBG shall be furnished in the BHEL prescribed format. (b) Deviation if any Please specify.		
16	Despatch Documents - Indegneous	FOR INDINEOUS VENDORS:Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include GST Invoice (2 originals), Lorry receipt (L/R), Packing list, PSI letter Copy, Proof of delivery such as MRC (Material Receipt Certificate)/ original acknowledged LR, Insurance intimation letter and Warranty certificate. (editable) Indegenous & foreign		
17	Despatch Documents - Foriegn	FOR FOREIGN VENDORS:Despatch documents include Air Waybill/Bill of Lading, Invoice, Packing list, PSI letter copy and Warranty certificate.One copy of Invoice, Packing list and Air Way Bill /Bill of Lading shall be faxed/emailed immediately after despatch. Also one copy of packing list to be kept inside each box for easy identification of material at site.		
18	Reverse Auction	BHEL reserves the right to conduct Reverse auction.Procedure for the same will be informed by BHEL .		
19	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following: A: ITB (document ref :SCPV: BOS: ITB - Rev 01) B: GCC (document ref: SCPV: BOS: GCC - Rev 01)		
20	Validity	Quotation should remain valid for a period of 90 days from the due date.		
21	Shipment	Kindly indicate the state from where the shipment will take place.		
22	Bank charges	All Bank charges to seller's account		
23	DUN No.	Please mention Dun & Bradstreet No.(DUN No.)		
24	Consignment Details	Weight and Dimension of consignment with packing.		
25	Freight Charges & GST% applicable on fre	Lumpsum freight value and applicable GST % to be indicated		
26	Splitting of order	"The Order Quantity Share of 60:40 will be procured from 2 vendors at L1 matched price. L1 will be offered 60% of total quantity. Balance 40% will be offered to L2 at L1 matched price. If L2 does not accept L1 price, the same offer will be made to L3, L4, L5, so on. If none of the vendors agree to match L1 rate, full quantity will be placed on L1 vendor."		
27	Tolerance	Negative Tolerance is not acceptable. Positive tolerance of +1% in total quantity is acceptable However, Drum length shall be maintained as per Purchase Specification.		
28	Pre Qualification Criteria Documents Sub	As Per tender Requirements Furnished		
29	Consignment details	BHEL is trying to avail Concessional Customs Duty Certificate for foreign vendors . Successful bidder shall support with all relevant documents.		
30	Insurance	Insurance is in BHEL's scope.		

Item	Material	Short Text	Quantity in SKU	Order Unit	HSN / SAC Code	GST	APPLICABLE TO BE INDICATED	Currency	Unit Rate	Unit Rate In Words	Total Item Value (Qty in SKU X Unit Rate)- A	Total Item value in Words	Total Item Value inclusive of GST	Item Category
10	PS0679073531	10 sqmm Cu EBXL XLPO - Black	350000	M						Conversion will be done on importing file into web form	0	Conversion will be done on importing file into web form	0	CABLE 10 SQ MM
20	PS0679073540	10 sqmm Cu EBXL XLPO Black with Red line	350000	M						Conversion will be done on importing file into web form	0	Conversion will be done on importing file into web form	0	CABLE 10 SQ MM
Grand Total										Conversion will be done on importing file into web form		Conversion will be done on importing file into web form	0	

Freight Charge	Quantity will be considered as 1 Unit for the purpose of calculation	Lump sum Value	GST	Applicable	Total Value
Freight Charge	1				0

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ______________________[1] through its Unit até é é é é é é ..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_________[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref Noé é é é é é é é dated é é é é é é é é é é é é é é .[3] valued at Rsé é é é [4] (Rupees ------------------------)/FCé é é é é é (in wordsé é é ..) for é é é é é é é é é é é [5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to é é % (é . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, é é é é é é é , (hereinafter referred to as the Bank), having registered/Head office at é é é é é . and inter alia a branch at é é é é being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs --------------------[6] (Rupees ------------------------) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the é é é é é é é é bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We é é é é é ..BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and includingé é é é é é é é é é .. [7] and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é .[8]we shall be discharged from all liabilities under this guarantee thereafter.

We, é é é é é é BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceedé é é é é é é é é [6]
b) This Guarantee shall be valid up to é é é é é é [7]
c) Unless the Bank is served a written claim or demand on or before _____________[8] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____________ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Datedé é é é é é .
Place of Issueé é é é é é .

[1] NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

[2] NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

[4] CONTRACT VALUE

[5] PROJECT/SUPPLY DETAILS
[6] BG AMOUNT IN FIGURES AND WORDS

[7] VALIDITY DATE

[8] DATE OF EXPIRY OF CLAIM PERIOD