



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Transmission Business Group

Materials Management, 5th Floor, Plot No.25,

Sector-16A, Noida, Uttar Pradesh, PIN No: 201301

Phone: 0120-6748541, Email: gaurav.agarwal@bhel.in

CORRIGENDUM - 02 TO NIT NO-72528

Dated 12.04.2023

Subject: Corrigendum-02 to Tender enquiry for Supply & Services of 400 kV GIS FOR NTPC Talcher PROJECT.

Project : NTPC Talcher Project
Equipment / Item : SUPPLY & SERVICES OF 400kV GIS.
Enquiry No/Date : Enquiry No_61G2300308 Dated 10-03-2023
BHEL NIT NO : 72528
Original Tender due date : 31.03.2023

This Corrigendum is issued by BHEL-TBG against above mentioned NIT/ enquiry **for:**

1) Issuance of clarifications/ changes in Commercial Terms and conditions of NIT (enclosed) based on pre-bid meeting queries.

2) extension of due date of tender submission/opening to 20-04-2023.

All other terms and conditions for this tender enquiry shall remain unchanged.

Bidder to ensure submission of offer on or before due.

Note: Tender ID in CPP Portal is **2023_BHEL_23119_1.**

Thanking you

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Gaurav Agarwal
BHEL TBG, NOIDA

Project NTPC Talcher
Item GIS

Reply for pre-bid queries by bidders on NIT's Terms and Conditions

Sl.No.	Clause No.	Description as per NIT	Bidder's query/request	BHEL Reply
1	5 of STC	PROPOSED DELIVERY PLAN: Supply of GIS by Mar'2024 and Commissioning of GIS by Dec'2024. Vendor to examine their best possible delivery plan & mention in ACTIVITY SCHEDULE. The same shall be submitted along with commercial offer duly signed and stamped by authorized person. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement. Note- Time for Type tests (if required to be conducted) shall be mentioned separately in Activity Schedule. In case of conduction of Type tests, time mentioned for the same shall be added in PO delivery date.	Supply should be linked with award of contract and drawing approvals / manufacturing clearance.	We have given activity schedule wherein time for each and individual activity should be mentioned and total time shall be calculated after addition of all individual activities time. And hence, total completion time would be from the date of PO.
2	6 of STC	Price Adjustment- As per enclosed PV formula (Annexure-I).	We request to keep the GIS prices as fixed and firm during the contract period, since GIS price adjustment calculations methodology is not yet finalized by concerned authority i.e IEEMA. The Project specific provided Price adjustment Formula does not have clarity of metal specific part. It does not cover all aspects that bear cost repercussions on finished GIS product. Also, the PV formula is generic & not consistent with the actual price variation considering commodity/ labor price escalation & exchange rate fluctuations.	Considering the fact that GIS price adjustment calculations methodology is not yet finalized by concerned authority i.e IEEMA, PV is hereby withdrawn from NIT. Prices shall remain FIRM during the validity of PO.
3	16 of STC	Defect Liability- 18 months from the date of Completion of the Facilities or 18 months from the date of last supply, whichever is later. Note: Tentative date of Completion of facilities is 27-01-2027.	COF date should not be tentative.	Noted and accepted. All other terms and conditions as mentioned in NIT under this clause shall remain same. Note: Date of Completion of facilities is 27-01-2027.
4	17 of STC	Liquidated Damages: a) In case of delay in supply of material beyond the contractual delivery time allotted for supply, an amount of 0.5% of the total Purchase Order value* per week of delay or part thereof subject to a maximum of 5% of the total Purchase Order value* shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD. b) In case of delay in providing the services beyond the contractual completion time allotted for services, an amount of 0.5% of the total Purchase Order value* per week of delay or part thereof subject to a maximum of 5% of the total Purchase Order value* shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.	The delay in supply and / or Services shall be applicable for respective Supply and / or services PO value.	Liquidated Damages clause shall remain same as per NIT.
5	18 of STC	Performance BG- 10% of total ex-works value	As per Government of India latest procurement process, The bidder shall submit the performance BG of 3% of total Contract value. Kindly consider our request and reduce Performance BG submission to 3% of total ex-work value in place of 10%.	Performance BG clause shall remain same as per NIT.

6	21 of STC	<p>Terms of Payment- Supply Portion: A) 80% against receipt</p> <p>B) 10% against completion of Supervision of ETC incl HV Testing Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim this 10% payment of supply portion by furnishing documents as per NIT.</p> <p>C) Last 10% against completion of final engineering documentation as per technical specification and completion of supervision activity.</p>	<p>A) 60/70% against Dispatch, 30/20% against receipt,</p> <p>B) 5% against completion of Supervision of ETC incl HV Testing (In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 6 months from the date of last supply for the reasons not attributable to supplier, supplier may claim this 5% payment of supply portion by furnishing required documents).</p> <p>C) 5% against Final Documentation (In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim this 5% payment of supply portion by furnishing required documents).</p>	<p>Terms of Payment- Supply Portion: A) 80% against receipt of materials as per NIT</p> <p>B) 10% against completion of Supervision of ETC incl HV Testing as per NIT. Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim this 10% payment of supply portion by furnishing documents as per NIT.</p> <p>C) Last 10% payment of Supply portion: As per NIT. Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 18 months from the date of last supply for the reasons not attributable to supplier, supplier may claim 5% (out of 10%) of payment of supply portion by furnishing following documents and balance 5% shall be paid as per NIT terms: a) Invoice b) Copy of certificate issued by BHEL site in charge, confirming that delay in Supervision of Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG). c) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing including HV Testing & Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing including HV Testing & Commissioning.</p>
		<p>Charges for Supervision of Erection, Testing & Commissioning at Site: 100% payment along with applicable GST within 60 days (45 days for micro & Small) from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing including HV test & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p>	<p>100% of the total basic value of service contract shall be paid on pro-rata basis within 60 days against BHEL's certification (to be issued in not later than 2 days from the date of completion of services).</p>	<p>100% Payment for Supervision of Erection, Testing & Commissioning along with applicable GST shall be made on prorata basis/ activity wise, within 60 days (45 days for micro & Small) from the date of receipt of complete GST compliant Tax invoice along with Certificate of Supervision completion of respective activity issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).</p>
7	22 of STC	Mode of Payment: Payment shall be made directly to the supplier/vendor by BHEL through NEFT/RTGS	Through Letter of Credit	Mode of Payment shall remain same as per NIT.
8	23 of STC	VALIDITY OF PURCHASE ORDER: 4 years from the date of PO with applicable PV.	Validity of Purchase Orders (PO) beyond the date of completion of the ordered supplies/ services is unfavorable & therefore, we request you to amend the existing provision.	VALIDITY OF PURCHASE ORDER: 3 years from the date of PO without PV .
Note-		All other terms and conditions of NIT shall remain same.		