



# 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

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## **CORRIGENDUM - 03 TO NIT NO-77851**

**Dated 23.11.2023**

**Subject: Corrigendum-03 to Tender enquiry for Supply GIS parts FOR NLC Talabira PROJECT.**

Project : NLC Talabira Project  
Equipment / Item : SUPPLY & SERVICES OF 765kV GIS  
Enquiry No/Date : Enquiry No. 61Q2400198 Dated 30-10-2023  
BHEL NIT NO : 77851  
**Original Tender due date : 09.11.2023**

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

- a) Changes in Commercial terms of NIT (enclosed) based on pre-bid meeting discussion and subsequent submissions,
- b) Extension of due date of tender upto 30-11-2023

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

Bidder to ensure submission of offer on or before due date.

Note: Tender ID in CPP Portal is **2023\_BHEL\_29891\_1**.

Thanking you

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Gaurav Agarwal  
BHEL TBG, NOIDA

**Project NLC Talabira**

**Item 765kV GIS**

**NIT No. NIT No.77851\_ Enquiry No. 61Q2400198 Dated 30-10-2023**

**Changes in NIT's Terms and Conditions after pre-bid meeting and subsequent submissions:**

With reference to Pre-bid meeting held on 03-11-2023 and subsequent submissions over Commercial terms of NIT, please refer following changes in NIT terms -

<b>NIT Clause no.</b>	<b>Terms as per NIT</b>	<b>Revised NIT Terms</b>
22 of STC	<p><b>Payment Terms:</b></p> <p><b>22.A:</b> 60% of ex-works along with 100% value of GST &amp; 100% F &amp; I Charges payment within 60 days (45 days for micro &amp; Small) from the date of receipt of complete GST invoice along with documents in 3 sets (original + 2 copies) as follows:</p> <ul style="list-style-type: none"><li>· LR / GR.</li><li>· Material Receipt Certificate issued by BHEL Site Official (to be arrange by BHEL-TBG).</li><li>· GST Compliant Tax Invoice</li><li>· Packing List (Case-wise)</li><li>· Copy of Transit Insurance Certificate from underwriters.</li><li>· Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management</li><li>· Guarantee Certificate</li><li>· Copy of Performance Bank Guarantee (PBG)</li><li>· Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.</li></ul> <p>Clauses 22.B, 22.C &amp; 22.D as per STC.</p>	<p>22.A:</p> <p><b>22.A.1:</b> <b>Interest Bearing Advance (Optional*):</b> Two and half percent (2.5%) of the Total Ex-works price component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as an interest bearing initial advance after placement of Purchase Order within 60 days from the date of submission of:</p> <ul style="list-style-type: none"><li>(a) Acknowledgement and acceptance of PO by vendor,</li><li>(b) Invoice,</li><li>(c) An unconditional &amp; irrevocable Bank Guarantee in favour of the BHEL for 110% (one hundred ten percent) of the amount of Advance,</li><li>(d) Performance Bank Guarantee in line with STC Clause 19.</li></ul> <p>Provided further that the Invoice for advance payment along with all supporting documents is submitted by the Vendor to the BHEL within 3 months from the date of Purchase Order. In case the Vendor does not submit the requisite documents including applicable Bank Guarantee(s) within the aforesaid period, the advance shall not be payable. The Vendor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the BHEL, as prescribed under the GST Law.</p> <p>Note: * This payment is an optional payment. The Vendor has the option of taking the interest bearing initial advance or otherwise.</p> <p>Interest rate applicable on advance payment to the Vendor shall be shall be the repo rate (on the date of release of advance) plus 4%. The interest rate shall be valid till the advance amount is fully repaid. Recovery of advances along with the interest shall be made from the first bill to the maximum extent possible and balance amount (if any) in subsequent bill. It is the</p>

BHEL's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Vendor is, however, advised to check the position from their own sources. If payable, the same shall be to the Vendor's account and BHEL shall not reimburse any GST on this account.

Further, the Vendor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from BHEL. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of PO No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

In case, the Vendor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Sl. No. (d) above within sixty (60) days of issuance of PO as per clause 19 of STC.

#### **22.A.2.**

##### **Interest Bearing Engineering Advance (Optional\*\*):**

Further advance of Two and half percent (2.5%) of the Total Ex-works price component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as an interest-bearing interim advance within 60 days from the date of fulfilment of following:

- a) Issuance of 1<sup>st</sup> MFC by BHEL.
- d) Detailed Invoice
- e) Submission of an unconditional & irrevocable Bank Guarantee in favour of the BHEL for 110% (one hundred ten percent) of the amount of Interim Engineering Advance.

The Vendor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the BHEL, as prescribed under the GST Law.

Note: \*\* This payment is an optional payment. The Vendor has the option of taking the interest-bearing Engineering advance or otherwise.

Interest rate applicable on advance payment to the Vendor shall be the repo rate (on the date of release of advance) plus 4%. The interest rate shall be valid till the advance amount is fully repaid. Recovery of advances along with the interest shall be made from the first bill to the maximum extent possible and balance amount (if any) in subsequent bill. It is the

BHEL's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Vendor is, however, advised to check the position from their own sources. If payable, the same shall be to the Vendor's account and BHEL shall not reimburse any GST on this account.

Further, the Vendor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from BHEL. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of PO No, Project, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.

**22.A.3:**

55%^ of Total Ex-Works price component of Main Equipment/Materials (including Mandatory Spares) along with 100% value of GST & 100% F & I Charges payment shall be paid progressively within 60 days (45 days for micro & Small) from the date of receipt of complete GST invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR.
- Material Receipt Certificate issued by BHEL Site Official (to be arrange by BHEL-TBG\*\*\*).
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.

**^ In case, the vendor opts not to take interest bearing initial advance {or has opted to take interest bearing initial advance but the advance payment has become inadmissible for the reason specified in A.1 above} and interest-bearing engineering advance then this payment shall be 60% instead of 55%. Further, in case, the Contractor opts not to take interest bearing initial advance, but takes interest bearing engineering advance, then this payment shall be 57.5% instead of 55% and in case, the Contractor opts to take interest bearing initial advance, but does not**

		<p><b>take interest bearing engineering advance, then this payment shall be 57.5%, instead of 55%.</b></p> <p>*** MRC shall be issued by BHEL site within 7-10 working days from the date of receipt of last consignment of each dispatch/lot (as per Invoice) at site and submission of following undertaking by vendor-</p> <p><b><i>Boxes shall be opened in the presence of vendor's representative and in case of any shortage/damage found inside the factory packed boxes during verification, then vendor shall supply the same without any financial implications to BHEL.</i></b></p> <p><b>Clauses 22.B, 22.C &amp; 22.D of STC shall remain same.</b></p>
--	<p><b>Background of the Tender:</b></p> <p>In case BHEL becomes successful Bidder and receives the LOA from M/s NLC, a firm Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents.</p> <p>However, BHEL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision at any stage of the tendering process.</p>	<p>In case BHEL becomes successful Bidder and receives the LOA from M/s NLC, a firm Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents.</p> <p>However, BHEL reserves the right to cancel/withdraw this process even after signing of MOU and shall bear no liability whatsoever consequent upon such a decision in exceptional circumstances like-</p> <ul style="list-style-type: none"> <li>a) Major change in scope from Customer end wrt scope defined in NIT.</li> <li>b) End customer cancels the tender.</li> <li>c) Order is not awarded to BHEL by end customer.</li> <li>d) End Customer puts the tender on HOLD.</li> <li>e) In-ordinate delay in finalization of tender by end customer and BHEL decide to not to extend the bid validity to end customer.</li> <li>f) Major change in Govt policy/ Statutory variation etc.</li> <li>g) Any other condition of above nature.</li> </ul>
14 of STC	<p><b>MOU &amp; Its Validity:</b></p> <p>02 years from the date of signing of MOU.</p> <p>In the event of price reduction during negotiation by BHEL with the customer, the corresponding reduction will be passed on to the supplier.</p>	<p><b>1 year</b> from the date of signing of MOU.</p> <p>BHEL and supplier should have an agreement for the extent of price reduction during RA/negotiation with end customer (if required). In the event of price reduction during negotiation by BHEL with the customer, the corresponding reduction will be passed on to the supplier as per above referred agreement.</p>
11 of STC	<p><b>Quantity Variation:</b></p> <p>BHEL shall have the right for variation in quantities of items within <math>\pm 30\%</math> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on</p>	<p>BHEL shall have the right for variation in quantities of items within <math>\pm 20\%</math> of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis or during Contract</p>

	<p>overall basis or during Contract execution stage for all amendments together within TWO years from the date of original Purchase Order. The quantities of individual items may vary up to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same at the contracted prices / rates.</p>	<p>execution stage for all amendments together within <b>Three</b> years from the date of original Purchase Order. The quantities of individual items may vary up to any extent or may get deleted unless otherwise specified in the technical specifications. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same at the contracted prices / rates.</p>
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All other pre-bid queries related to Commercial Terms and conditions of NIT have been reviewed and there is no change. "All other terms and conditions of NIT shall remain same."