



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 - 07 TO NIT NO-73065

Dated 29.05.2023

Subject: Corrigendum-07 to Tender enquiry for Supply & Services of 400 kV GIS FOR OPTCL ERSAMA, PARADEEP PROJECT.

Project : OPTCL ERSAMA, PARADEEP Project
Equipment / Item : SUPPLY & SERVICES OF 400kV GIS.
Enquiry No/Date : Enquiry No_61G2300342 Dtd 05-04-2023
BHEL NIT NO : 73065
Original Tender due date : 27.04.2023

This Corrigendum is issued by BHEL-TBG against above mentioned NIT/ enquiry **for Commercial clarifications/changes in last 5% payment terms of NIT (enclosed).**

Tender due date shall remain same, ie 30-05-2023.

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_23786_1.**

Thanking you

-----Sd/-----

Gaurav Agarwal
BHEL TBG, NOIDA

Project OPTCL Ersama, Paradeep
Item 400kV GIS
NIT No. 73065_Enquiry No_61G2300342 Dtd 05-04-2023

Please refer following Commercial clarifications/ changes in NIT terms-

Sl. N.	Clause No.	Description as per NIT	Bidder's query/request after pre-bid clarification	BHEL Reply
1	19 of STC	<p>Performance BG-</p> <p>19 A) 3% of the BHEL's PO Ex-works value</p> <p>19 B) 3% of Total cost of Supply of GIS Equipment including Taxes (of end Customer's Contract) shall be submitted by OEM of GIS to the Owner (OPTCL)</p>	<p>Performance BG: Dual BGs (3% BG to BHEL & another to OPTCL with unknown value) have to be submitted by Seller.</p> <p>a) Dual BGs for same purpose (defect liability/ warranty) is unprecedented & will result in duplication of Seller's liabilities.</p> <p>b) OPTCL requirements being sacrosanct & Seller being exposed to far greater/ measurable liabilities by submitting direct BG to OPTCL, BG to BHEL may please be considered for waiver.</p> <p>c) Though value of BG to BHEL is known (3%), value of BG to OPTCL is unknown (??%) thereby making this an open-ended requirement and hence, insupportable.</p>	<p>Performance BG clause shall remain same as per NIT. Value of BG to OPTCL can not be disclosed at this stage</p>
2	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 06 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/Final 10% against completion of final engineering documentation as per technical specification and completion of supervision activity.</p>	<p>Final 5% payment is open with no capping</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 06 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/Final 10% payment of Supply portion (as per NIT): Against completion of final engineering documentation as per technical specification and completion of supervision activity.</p> <p>C.1): 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 5% (out of 10%) of payment of supply portion by furnishing following documents and balance/last 5% payment shall be as per C.2 below: 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>C.2): Last 5% payment of Supply portion: Against completion of final engineering documentation as per technical specification and completion of supervision activity.</p> <p>Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 24 months from the date of last supply for the reasons not attributable to supplier, supplier may claim last 5% of payment of supply portion by furnishing following documents: 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>
Note- "All other terms and conditions shall remain same as per NIT and subsequent Corrigendum issued in this regard."				