

Corrigendum-2 dtd 19/09/2024
CPC Tender No.: BHEL/CPC/SGL/FAB_STR/25/034 dtd 03/09/2024

Work Description: Fabrication and Supply of Factory Finished Fabricated Structure of Power House, Common Control Room, Mill Bunker Structure (Columns, Bracings, Wall beams, Floor Beams, Trusses etc.) up-to Project Site, based on input design & detailed drawing provided by BHEL and where most of the raw material supply is in BHEL scope, and as specified in scope / BOQ of Unit#1 and Unit#2. for 2x800 MW NTPC Singrauli (Stage-III)

A) Time Extension: Clause No. 1.0 Salient Features of NIT in NOTICE INVITING TENDER is revised as below:

Sl. No.	Clause No.	Existing in Tender	Extended vide Corrigendum - I	Revised As
1	Sl. No. v) DUE DATE & TIME OF OFFER SUBMISSION.	Date: 13/09/2024, Time: 11:00 Hrs	Date: 20/09/2024, Time: 11:00 Hrs	Date: 27/09/2024, Time: 11:00 Hrs
2	Sl. No. vi) OPENING OF TENDER	Date: 13/09/2024, Time: 17:00 Hrs	Date: 20/09/2024, Time: 17:00 Hrs	Date: 27/09/2024, Time: 17:00 Hrs

B) Clause no 2.24 of TCC for SHORTAGES/DAMAGES is amended as under: -

Sl. No.	Clause No.	Existing in Tender	Revised As
1	2.24 of TCC	Any shortages or damages during transit or transportation to site shall be made good by the Vendor at his costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service. Shortages during transit shall also be replenished by Vendor.	Any shortages or damages during transit or transportation to site shall be made good by the Vendor at his costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service. Shortages during transit shall also be replenished by Vendor. For free issue Materials, BHEL has an Insurance Policy with Fabricators which mainly covers storage risks. The claim settlement under the said policy is subject to certain conditions and warranties which shall be complied by the Vendor. If during claim settlement any lapses found on the part of vendor, costs incurred towards the same shall be borne by vendor at his costs. Details of the policy along with the warranty conditions will be shared with the successful bidder. The Vendor will have to intimate any incident to BHEL/Insurance Company on immediate basis to support in claim submission and documentation, if so required. Poor workmanship is not covered under any of the Insurance policies. As such, to recover any loss due to poor workmanship and rejections of material due to incorrect operations or rejection of insurance claims, vendor shall make good all the damages at his costs. Settlement/Rejection of Claims shall be intimated to bidder appropriately.

C) Some of the Bidders sought clarifications in regard to the published tender specification. The clarifications issued by BHEL are as below:

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Sl.	Reference tender clause no.	Existing Provision	Bidder's query	BHEL reply/clarification
1	TCC: Annexure-C	Bank Guarantee for Free Issue Material- 100%	Bank Guarantee of 30% value of raw material shall be furnished for 1500 MT in part. Thereafter additional raw material required then we shall submit 30% value of bank guarantee maximum up to 500 MT.	Bank Guarantee for Free Issue Material is 50%. Revised Annexure-C shall be referred.
2	cl. no. 2.19.1 of TCC	Raw steel will be supplied by BHEL against Bank Guarantee Equivalent to 100% of steel material value for rolling plan limit of supplied quantity (on pro rata Basis) as the work will be carried out at vendor's premises. Raw steel will be delivered to vendor's workshop /premises directly by BHEL. Rolling Plan for each package has been defined in Annexure-C (Bank Guarantee Clause) of TCC.	We request a reduction of this bank guarantee requirement to 40% for raw steel. This adjustment will facilitate smoother financial management for the project.	Modified cl. No. 2.19.1: Raw steel will be supplied by BHEL against Bank Guarantee Equivalent to 50% of steel material value for rolling plan limit of supplied quantity (on pro rata Basis) as the work will be carried out at vendor's premises. Raw steel will be delivered to vendor's workshop/premises directly by BHEL. Rolling Plan for each package has been defined in Annexure-C (Bank Guarantee Clause) of TCC. Revised Annexure-C shall be referred.
3	cl. no. 2.19.1 of TCC	Raw steel will be supplied by BHEL against Bank Guarantee Equivalent to 100% of steel material value for rolling plan limit of supplied quantity (on pro rata Basis) as the work will be carried out at vendor's premises. Raw steel will be delivered to vendor's workshop /premises directly by BHEL. Rolling Plan for	We propose that the Bank Guarantee (BG) requirement for free issue raw material be reduced to 30% of the equivalent tonnage (i.e., 1500 MT) instead of the current 100%.	Modified cl. No. 2.19.1: Raw steel will be supplied by BHEL against Bank Guarantee Equivalent to 50% of steel material value for rolling plan limit of supplied quantity (on pro rata Basis) as the work will be carried out at vendor's premises. Raw steel will be delivered to vendor's workshop/premises directly by BHEL. Rolling Plan for each package has been defined in Annexure-C (Bank Guarantee Clause) of TCC. Revised Annexure-C shall be referred.

		each package has been defined in Annexure-C (Bank Guarantee Clause) of TCC.		
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Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

for BHARAT HEAVY ELECTRICALS LTD
Manager/ Purchase- CPC

BANK GUARANTEE FOR FREE ISSUE MATERIAL CLAUSE:

1.0 BANK GUARANTEE (BG) FOR FREE ISSUE OF BHEL'S MATERIAL

BG shall be provided by successful bidder/Fabricator for 50% raw steel material value identified to be issued to the Fabricator against Purchase Order (PO). The value of raw steel materials (including all expenses) **has been considered as Rs. 61,305/MT.** Tentative Rolling plan for supply of Raw Steel is 2000 MT each for both the packages.

BHEL shall supply raw steel material that shall not exceed 'the material equivalent to 50% of BG amount (in which Cost of material shall be at prevailing rate, as decided by BHEL)', at Fabricator's works at any single point of time.

BG shall be furnished in two stages as recited below, i.e. in Stage 1, BG value of Free Issue Material shall be 50%. In stage 2, the BG value should be 50% of the balance quantity of the steel required to be supplied as per rolling plan, BHEL will provide the raw steel on submission of additional BG of 50% raw steel material value.

The BG required for execution of the Purchase Order (PO) should be submitted in following Stages: -

Stage 1 BG:

a) Stage 1 BG equivalent to the 50% of Raw steel material value of 1000 MT approx. for execution of the Purchase Order (PO) should be submitted within a period of 15 days from the date of intimation by BHEL PS Region to Fabricator for submission of Stage 1 BG'. This BG must be kept valid till completion of supply of all finished goods as per contract.

Stage 2 BG:

b) Stage 2 BG/BGs equivalent to the 50% of Raw steel material value for material beyond 1000 MT for execution of the Purchase Order (PO) should be submitted within a period of '15 days from the date of intimation by BHEL PS Region to Fabricator for submission of Stage 2 BG/BGs for material quantity to be supplied. This BG/BGs must be kept valid till completion of supply of all finished goods as per contract.

Important Note:

1. BHEL will supply raw steel material after receipt of BG from fabricator. Supply of Raw Steel Material will start after receipt of Stage-1 BG. At any point of time, BHEL shall not supply Raw Steel without any Bank Guarantee.
2. If the successful fabricator decides to provide the BG cited in Stage 1 & 2 as a single BG or combination of 2 BGs, they may do so without affecting other aspects of the contract/PO.
3. BG shall have a claim period of 3 months in addition to the contract or termination of contract whichever is later.

2.1 BHEL PS Region shall intimate the agency for submission of Bank Guarantee. On intimation to the Fabricator regarding submission of required BGs (which includes Stage – 1 and 2) and if the Fabricator does not submit the required BG within timeline stipulated in above clauses, BHEL shall take appropriate contractual action.

2.2 Bank Guarantee to the specified value for the safe custody of the materials issued by BHEL is to be executed by any one of the banks in the List of Consortium of Banks or Nationalized banks on behalf of the Fabricator. Also, the above bank guarantee shall be executed on a non-judicial stamp paper of value Rs.100/- as per BHEL's bank guarantee format attached in Annexure Bank Guarantee.

ANNEXURE – C

2.3 BHEL reserves the right to recover any cost arise for the reason attributable to Vendor from RA Bills, BG against free issue material and BG against Performance Guarantee. If the recovery amount is more than the pending bills, the difference amount should be settled immediately by Vendor by submitting Demand Draft(s)/Cheque amounting to balance amount, in favour of BHEL/ PS Region.

2.4 Successful bidders may furnish Fixed Deposit Receipt (FDR) in lieu of Bank Guarantee (BG) if they wish to do so. Prior intimation may be provided to the Competent Authority.

2.5 Necessary Bank Guarantee (BG) / Fixed Deposit Receipt (FDR) should be furnished and renewed in time. In case, contractor fails to extend the BG/FDR, BHEL shall be entitled to encash the BG/FDR.

2.6 Diversion/Cancellation of P.O.: In case of delay in delivery beyond PO delivery / mutually agreed delivery, or Fabricator fails /refuses to complete the PO as per terms, or insufficient facilities at Fabricator's works to execute a PO, BHEL has the right to get the items ordered elsewhere with notice to the Fabricator; and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted Fabricator. Also, in such case of withdrawal of orders, Fabricator shall return full material in condition as issued to them by BHEL for executing the job; otherwise, BHEL shall recover full material cost and conversion cost (in case of part processed items) from Fabricator by adjusting against amount due to Fabricator and/or by invoking the BG and/or by any other suitable means as decided by BHEL. In addition, BHEL shall be taken action as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors. Fabricators are requested to visit http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf for details of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.

2.7 All the materials of BHEL shall under no circumstance be sold/hypothecated to any bank or to any lending institution or to any party whomsoever. Such materials should not be shown as the Subcontractor's assets in any of the statements of the Fabricator to any party.

2.8 The default Fabricator shall be liable for any loss, which BHEL may sustain, in addition to liquidated damages as mentioned above.

2.9 No compensation shall be given to the Fabricator, in case of cancellation/diversion of PO(s) even if the jobs have been processed partly.