

AMENDMENT TO COMMERCIAL TERMS & CONDITIONS FOR SUPPLY PORTION THROUGH CORRIGENDUM

PROJECT : AWRS CLARIFIER PACKAGE FOR 2X520MW HNPCL,VIZAG TPP

NIT Clause No.	Existing CTC Description as per Vol.1 Sec.2 of Original NIT	To be read as	Vendor Acceptance/Remarks
5.4	Terms of payment : Against Commissioning : Five percent (5%) of total supply price shall be released upon Commissioning of AWRS Clarifier system certified by HNPCL.	No change	
5.5	Against PG Test & Final Acceptance by Customer : Five percent (5%) of total supply price shall be released upon successful completion of Performance Guarantee test and issuance of Final Acceptacne certificate by HNPCL /BHEL .	5% of total supply price shall be released upon successful completion of Performance Guarante test and issuance of Final Acceptance Certificate by HNPCL/BHEL. In the event, PG Test and Final Acceptance by Customer is delayed beyond 120 days from the scheduled date for reasons not attributable to the contractor then this payment shall be released against submission of Bank Guarantee for equivalent amount valid till warranty period + 3 months claim period.	
6.0	Delivery Schedule : Supplies of all the items required for this package shall be completed progressively within 4 (four) months from the date of drawing approval.	6 months from the date of Drawing Approval.	
7.2	LD for Erection and Commissioning : Liquidated Damages for delay in completion of commissioning of AWRS clarifier system due to reasons solely attributable to contractor shall be leviable @0.5% per week or part there of on prorata basis limited to 10% of total E&C contract value .	Liquidated Damages for delay in completion of commissioning of AWRS clarifier system due to reasons solely attributable to contractor shall be leviable @0.5% per week or part there of on prorata basis limited to 5% of total E&C contract value .	
7.3	Aggregate Liability of LD : Aggregate liability of the Contractor on account of LD at Sl. No. 7.1& 7.2 above for the entire contract shall be limited to 10% of the Total Contract Value (Supply + E&C)	Clause deleted.	
8.0	Performance Bank Guarantee: Supplier/Vendor to submit unconditional Bank Guarantee for 10% of the total order value (Supply + E&C) within 10 Days from the date of LOI valid beyond 3 months after the end of defect liability period of all the equipment and services covered under the scope. The same PBG shall be further extended for a period of 4 years with a claim period of 3 months to cover the Latent liability warranty as per clause No.11.	Supplier/Vendor to submit unconditional Bank Guarantee for 10% of the total order value (Supply + E&C) within 10 Days from the date of LOI valid beyond 3 months after the end of defect liability period of all the equipment and services covered under the scope.	
10.0	Warranty : Supplier /Vendor shall guarantee that the equipment supplied shall be new and in accordance with contract documents and free from defects in design, material and workmanship. Warranty shall be 18 months from the date of Commissioning or 15 months from the date of conductance of PG test of AWRS Clarifier system which ever is later. In case PG Test is delayed for more than 3 (three) months from the date of Commissioning for reasons not attributable to supplier / vendor, the warranty period shall be 18 (eighteen) months from satisfactory completion of Commissioning.	No change	

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11.0	Defect Liability Period & Latent defects warranty: Defect Liability Period Shall be same as Warranty period as per clause No.10.0 above. The Supplier/ Vendor's liability for latent defects warranty shall be limited to a period of four (4) years & with a claim period of 3 months from the end of Defect liability Period.	Defect Liability Period Shall be same as Warranty period as per clause No.10.0 above. Latent defect warranty clause deleted.	
13.0	Drawing Submission & Approval: Drawings shall be submitted by the Supplier/Vendor progressively from 2 weeks immediately after the LOI/P.O and BHEL shall obtain the approval within Two weeks thereafter. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned Engineers for clarifications/discussions.	Drawings shall be submitted by the Supplier/Vendor progressively from 4 weeks immediately after the LOI/P.O and BHEL shall obtain the approval within Two weeks thereafter. For obtaining drawing approval from customer/consultant, vendor shall depute their concerned Engineers for clarifications/discussions.	