



**Bharat Heavy Electricals Limited**  
**Material Management Division,**  
**Transmission Business Group,**  
5<sup>th</sup> Floor, Advant Navis IT Business Park,  
Plot No. 7, Sector-142, Expressway Noida,  
Noida-201305  
Distt. Gautam Budh Nagar (U.P.)  
Phones: 0120-6748487  
bkumawat@bhel.in

**SUBJECT- Corrigendum-2 TO NIT No.23050**

**DATE 29.07.2015**

1. Project : **ONGC Hazira Project.**
2. Equipment / Item : **66kV GIS**
3. Enquiry No. / Date : **185E085, Dtd.19-06-2015, Due Dt. 17-07-2015, extended due date 31/07/2015.**

With reference to the above tenders, kindly note the following;

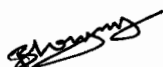
- (1) **Addition /subtraction/Revision** in clauses of GTC as enclosed
- (2) Due date of tender submission date has been extended from **31.07.2015 to 07.08.2015 upto 2.00 PM.**

Opening of the tender shall be at 2:30 PM on same day.

  
**Bhagchand Kumawat**  
**Mgr (TBMM)**

**Corrigendum-2 to BHEL's Commercial terms & conditions (Enquiry no 185E085, dtd 19/06/2015)**

Clause no.	BHEL's Commercial terms & conditions	Addition /subtraction/Revision
1.	No change	No change
2.	No change	No change
3.	No change	No change
4.	No change	No change
5.	No change	No change
6.	<b>Guarantee:</b>	<p><b>Revised Guarantee clause:</b></p> <p>The equipment/ material shall be guaranteed for 12 months from the date of commissioning. In case of delay in commissioning due to reasons attributable to BHEL/ customer, the guarantee shall be limited to 24 months from the date of purchase order ex-works delivery.</p> <p>Defect liability period for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to one year from the expiry of the guarantee period.</p> <p>The defective equipment / material / component shall be replaced free of cost at site. Freight &amp; Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.</p> <p><u>Note: - This clause shall not be applicable for supply of individual item/equipment (G1 to G30) for any addition or deletion, changes in SLD, damage or replacement.</u></p>
7.	<b>PERFORMANCE BG :</b>	<b>REVISED PERFORMANCE BANK GUARANTEE :</b>
		<p>Bidder shall furnish 'Performance BG/ deposit' along with first invoice as defined hereunder:</p> <p>PBG for 10% of ex-works value (For Indian supplies) / FOB value (For foreign supplies) valid initially for 24 months from the date of PO Ex-works delivery+3 Month claim period. In case of extension of BG Period is required, bidder to ensure extension of PBG accordingly.</p> <p><u>Note: - This clause shall not be applicable for supply of individual item/equipment (G1 to G30) for any addition or deletion, changes in SLD, damage or replacement.</u></p> <p>The Bank guarantee ( <i>As per BHEL Format</i> ) shall be from State Bank of India / State bank of Hyderabad / State Bank of Travancore / State Bank of Mysore / Canara Bank / Bank of Baroda / Punjab National Bank / Deutsche Bank / HDFC Bank / Standard Chartered Bank / CITI Bank / ICICI Bank / IDBI Bank / HSBC . Any other Indian nationalised schedule Bank subject to acceptance by TBG/BHEL Finance. <b>The original BG should be sent by issuing Bank directly to</b>  <b>AGM (Finance), TBG, BHEL, Tower-A, 5th Floor,</b>  <b>Advant Navis IT Business Park,</b>  <b>Plot-7, Sector-142, Expressway Noida,</b>  <b>Noida-201305, UP, India.</b></p>



**Corrigendum-2 to BHEL's Commercial terms & conditions (Enquiry no 185E085, dtd 19/06/2015)**

8.	No change	No change
9.	No change	No change
10.	No change	No change
11.	No change	No change
12.	<b>DELAYED DELIVERY:</b>	<b>ADDITION TO DELAYED DELIVERY:</b> Note: - This clause shall not be applicable for supply of individual item/equipment (G1 to G30) for any addition or deletion, changes in SLD, damage or replacement.
13.	No change	No change
14.	No change	No change
15.	<b>Evaluation:</b>	<b>Addition to Evaluation:</b> Note:- 4. In case VAT is applicable, VAT charged shall be excluded for arriving at total cost to BHEL. 5. Any conditional discount shall not be considered for evaluation.
16.	No change	No change
17.	No change	No change
18.	No change	No change
19.	No change	No change
20.	No change	No change
21.	No change	No change
22.	No change	No change
23.	No change	No change
24.	No change	No change
25.	No change	No change
26.	No change	No change
27.	No change	No change
28.	No change	No change
29.	No change	No change
30.	No change	No change
31.	No change	No change
32.	No change	No change
33.	No change	No change
34.	<b>Additional clause</b>  <b>Involvement of representative:</b> <b>Bidder must be GIS manufacturer.</b> Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer. However in case of foreign bidders, engagement of their foreign counterpart/ Indian representative may be permitted for execution of Services Portion (for services in INDIA only) subject to prior approval by BHEL/end Customer. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender. - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.  <b>Note:</b> Bidder to refer <b>Annexure-2</b> for Indian agent for services in INDIA on behalf of Principal/OEM.	



## **Annexure-2**

### **Indian agent/ representative.**

- BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per **Annexure-E (copy enclosed)**. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).
- The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.



**Annexure-E**

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

<b>SEARP (SRF) Clause No</b>	<b>Detail</b>
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal ( from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

*Bhargava*