



Bharat Heavy Electricals Limited
Industry Sector, Transmission Business Group
Integrated Office Complex
Lodhi Road, New Delhi-110 003
Phones: 011-41793425, Fax: 011-24369509

SUBJECT- AMENDMENT-01 TO NIT No. 14394

DATE 10.07.2013

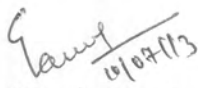
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|-----------------------|---|--|
| 1. Project | : | RPCL Yeramarus |
| 2. Equipment / Item | : | 400kV CT |
| 3. Enquiry No. / Date | : | 123E055 dated 11.06.13 Due on 12.07.12 |

A) With reference to the above tender, kindly note that Due date of tender (submission and opening) date has been **extended to 26.07.2013**.

B) Annexure to GTC (for Indigenous vendors) has been revised. Revised Annexure to GTC (for Indigenous vendors) is enclosed herewith.

C) Annexure to GTC and Blank price schedule **for foreign vendors** is also enclosed herewith.

All other terms and conditions of tender shall remain same. Kindly ensure to submit your offer by due date.


(Gaurav Agarwal)
Engineer (TBMM)

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: upto 02:00 PM of the due date of opening
3. Bid opening time: 02:00 PM on the same day.

Clause 2: PRICES

- A.1.: **Applicable**
A.2.: Not applicable
B.1.: Applicable
B.2. Not applicable
B.3. Not applicable

Clause 3: TERMS OF PAYMENT

Terms for BOP is not applicable

Terms for BOI is applicable (Dispatch clearance given by BHEL- BHEL MICC)

Clause 6: Performance Bank Guarantee

Option A - As per terms and conditions

Note: If Total Ex-works value exceeds Rs.2,00,00,000/-, then Option-A is not applicable.

Option B

BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

Option C

Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause-14: Evaluation

Evaluation shall be based on overall quantity basis.

Clause 15: Deviation

The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices (as per loading guidelines attached) for evaluation of offer with prior intimation to bidder.

Permissible Commercial Deviation:

As per BHEL Document Ref. No. BHEL/TBMM/Loading/01 for Loading Criteria.

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and conciliation act 1996". Place of Arbitration shall be New Delhi.

BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation.

Note-1. Supplier has to specifically indicate/ tick mark their preference for Performance Bank Guarantee out of the three options mentioned in clause no.6 of the General terms and conditions (BHEL/TBG/GTC/02-07).

2. Proposed delivery plan is 30-Dec-2013, however vendor has to quote their best possible delivery plan in activity schedule.

3. Offer acceptance subject to enclosed PQR.

4. Offer Evaluation:

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
- b) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB basis.
- c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.

All remaining terms which are not mentioned here shall remain unchanged.

Mentioned clauses of General Terms and Conditions are to be read as follows:

Clause 1:

2. Bid submission time: up to 02:00 PM of the due date of opening.
3. Bid opening time: 02:00 PM on the same day.

Clause 2: PRICES

- A.2. Not applicable
- B.2. Not Applicable
- B.3. Not Applicable

Clause 3: TERMS OF PAYMENT

LR to be read as Bill of Lading/AWB.

Terms for BOP is not applicable

Note- Dispatch clearance given by BHEL means BHEL MICC.

CLAUSE 6: PERFORMANCE BANK GUARANTEE

Option A - As per terms and conditions

Note: If Total Ex-works value exceeds Rs.2,00,00,000/-, then Option-A is not applicable.

Option B

BG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery against PO. The claim period of 3 months shall also be required from the date of expiry of PBG, ie. over and above the guarantee period of 18 months. Total validity of PBG shall be for 21 months from the date of last delivery, i.e. inclusive of claim period. PO value at the time of first invoice for the particular order shall be considered for calculation of BG amount.

Option C

Retention of 10% of the total Ex-works PO value by BHEL from the first bill in lieu of Performance Bank Guarantee, to be released after expiry of 21 months from the date of last delivery.

Clause-14: Evaluation

Evaluation shall be done on overall quantity basis.

Clause 15: Deviation

The bids having deviation(s) w.r.to tender are liable for rejection. However, BHEL, at its discretion, may load the prices (as per loading guidelines attached) for evaluation of offer with prior intimation to bidder.

Permissible Commercial Deviation:

As per BHEL Document Ref. No. BHEL/TBMM/Loading/01 for Loading Criteria.

Clause 16: ARBITRATION

The Arbitration shall be under "The Arbitration and conciliation act 1996". Place of Arbitration shall be New Delhi.

.....Cont. to Pg. 2

Note :-

- 1- Proposed delivery plan is 30-Dec-2013, however vendor has to quote their best possible delivery plan in activity schedule.
- 2- Offer acceptance subject to enclosed PQR.
- 3- Supplier has to specifically indicate / tick mark their preference for PBG out of the three options mentioned in clause no. 6 of General Terms and Conditions (BHEL/TBG/GTC/02-07) i.e. Performance Bank Guarantee.
- 4- BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation .**
- 5- Price Break up should consist of the following breakup :-
 - a- FOB port of Loading.
 - b- Marine Freight from load port to any Indian discharge port (preferably Chennai)
 - c- Marine Insurance from load port to any Indian discharge port (preferably Chennai)

Marine Freight and Insurance to be quoted separately. BHEL may arrange Marine Shipment or exercise option for shipment by vendor at quoted F&I rates.

6- Offer Evaluation:

- a) In case of offers from Indian vendors only - Evaluation shall be done on landed cost to BHEL.
- b) In case of offers from foreign vendors only - Evaluation shall be done on CIF (discharge port) basis and PO shall be placed on FOB basis.
- c) In case of offers from Indian and foreign vendors both - Evaluation shall be done on landed cost to BHEL.
- 7- Freight & Insurance from discharge port to site – BHEL’s scope. Rates will be based on BHEL’s applicable rate contract for arriving at landed cost to BHEL. However vendor may also quote for the same.
- 8- For evaluation, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (part-I in case of two part bid) shall be considered.
- 9- Following details regarding shipment shall also be mentioned to arrange logistics for the same-
 - a) No. of package.
 - b) Size and Weight (Net & Gross) of each package.
 - c) No. of containers required with type of container & size of container.
 - d) Type of cargo (Break Bulk/LCL/FCL).
 - e) Custom Tariff No.

All remaining terms which are not mentioned here shall remain unchanged
