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| <b>Tender Ref.</b>                | <b>EP: MM: SPV: NIT: 01</b>                |
| <b>Tender Date</b>                | <b>04.12.2015</b>                          |
| <b>Due date of tender opening</b> | <b>05.01.2016 (Extended to 19.01.2016)</b> |

BHEL-EPD, Bangalore requests offer for procurement of **Design, supply, installation & commissioning, technology, line integration, training, process optimization, warranty, Technical Supervision & Maintenance contract and AMC after warranty of automated solar PV module manufacturing turnkey line, as per the enclosed specifications.**

**With reference to the subject and in line with pre Bid meeting held on 11.12.2015 at BHEL premises, the following amendment is made to the NIT of Tender EP: MM: SPV: NIT: 01 dated 04.12.2015**

| <b>NIT Ref.</b> | <b>Original Term of NIT</b>                                                                                                                                                                   | <b>Amended Term of NIT</b>                                                                                                                                                                  |
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| Page 1          | Date of Tender opening: 05.01.2016                                                                                                                                                            | <b>Extended date of tender opening: 19.01.2016.</b>                                                                                                                                         |
| Page 8          | Sl.No.16: ADVANCE PAYMENT: Advance payment may be considered against BANK Guarantee for equal value to the maximum of 20 % of the supply value (basic) against loading factor defined herein. | Sl.No.16: ADVANCE PAYMENT: Advance payment may be considered against BANK Guarantee for equal value to an extent of 20 % of the supply value (basic) against loading factor defined herein. |

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| Page 8 | Sl.No.15: LC will be established on receipt of confirmation regarding readiness of shipment. The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents. | Sl.No.15: LC will be established, <u>one month before dispatch of equipment</u> on receipt of confirmation regarding readiness of shipment. The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents |
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| NIT Ref. | Original Term of NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amended Term of NIT                                                                                                                                                                                            |
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| Page 9   | <p>Sl.No.18: Contract Execution Bank Guarantee (CEBG):</p> <p>CEBG shall be required for all POs where value (Supply + E&amp;C) of each P.O. is more than Rs.20 lakhs. CEBG should be submitted as per the format in Annexure-D.</p> <p>The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL. All bank charges</p> | <p>No change in existing clause.</p> <p>However, Vendors willing to give CEBG and PBG together may have to intimate BHEL in advance enabling BHEL to provide modified combined BG format.</p> <p>No change</p> |

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|  | <p>on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor.</p> <p>CEBG shall be kept valid for further 30 days after the date of E&amp;C Certificate, which will be issued on completion of Erection &amp; Commissioning of equipment which includes erection, commissioning, job proving, performance tests, and training to operators etc. as prescribed in PO.</p> <p>If the supplier fails to submit the CEBG even within 45 days from the date of PO, BHEL reserves the right to cancel PO &amp; forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p> <p>19. PBG (Performance Bank Guarantee): The vendor shall submit a PBG worth 10% of basic equipment value in the form and substance acceptable to BHEL from any of the Banks indicated in ANNEXURE-G. Such PBG shall be as per the format provided at ANNEXURE - E /</p> | No change |
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|  | <p>ANNEXURE - F and drawn on a non-judicial stamp paper of value Rs.100/-.</p> <p>PBG shall be valid for 30 days beyond the warranty period of 24 months from the date of SAT or 30 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of expiry of such validity of bank guarantee</p> <p>The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter. BHEL shall be at liberty to verify independently with the bank to establish the authenticity of the BG and its executing authority.</p> | No change |
|  | <p>If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for the purpose of penalty calculation. In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.</p>                                                                                                                                                                                                     | No change |

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| Page 9 | Sl.No.17: PENALTY: Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional penalty of 1.0 % (ONE percent) per week, subject to a maximum of 10% of contract value.                                                                                                                                                                                                                                                                                                                                                    | Sl.No.17: PENALTY: Failure to supply/completion of E&C within the delivery time as per purchase order will make the vendor liable to an unconditional penalty of 0.5 % (Half percent) per week, subject to a maximum of 10% of contract value. Delay in supply will be calculated considering the date of pre dispatch inspection or if inspection is waived off, the date Bill of Lading. |
|        | <p>22. DELIVERY REQUIREMENT: The bidders should quote their earliest schedule for Supply and E&amp;C against the schedule indicated in the NIT. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.</p> <p>In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of Purchase order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock`, `subject to prior sale`, or `delivery at the earliest`. Date of BHEL PO is the reference for all purposes.</p> | No change                                                                                                                                                                                                                                                                                                                                                                                  |

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|        | BHEL requirement for delivery is 20 weeks from the date of clear purchase order. Quotations with delivery period exceeding 20 weeks will attract loading as indicated in the loading criterion for delivery beyond the stipulated period. | BHEL requirement for delivery is <b><u>19 weeks</u></b> from the date of clear purchase order. Quotations with delivery period exceeding 19 weeks will attract loading as indicated in the loading criterion for delivery beyond the stipulated period                                                                                                                                                                  |
| Page 9 | Sl.No.20: WARRANTY: Goods dispatched shall have warranty period of 30 months from the date of dispatch or 24 months from the date of SAT whichever is earlier or as mentioned in the NIT.                                                 | No change in existing clause. However, it is clarified that<br><br>Warranty includes supply of mandatory spares but excludes wear parts and consumables, <b>which will be indicated separately in the price bid. <u>List without price</u> is to be furnished in the techno commercial by the vendor.</b> Evaluation of CTC (Cost To Company) will be made considering spares, stores, ware parts and consumables, etc. |

**NOTE: Amended technical specification is also uploaded along with this for information please.**

For and On Behalf Of BHEL-EPD

B.R.Barker  
Manager/MM  
BHEL-EPD  
Bangalore 560 012