

Work: Supply, Erection and Commissioning of Construction Power Supply under Package-A and maintenance of the same under Package-B at 2 X 800 MW Uppur Thermal Power Project, Ramanathapuram District, Tamil Nadu

A) The following detail in VOLUME –II PRICE BID to be read as mentioned below:

Reference Clause No.	Existing Provision	To be read as
VOLUME –II PRICE BID Page 4 Contents		
<u>Description</u> Part C: Bill of quantities with weightage for amount of each items w.r.t. the total quoted price	No. of Pages 5	No. of Pages 26

B) The following clause in Technical Conditions of Contract (TCC) Volume IA Part– I Chapter– VIII- TERMS OF PAYMENT is revised as mentioned below:

Reference Clause No.	Existing Provision	Revised as
Technical Conditions of Contract (TCC) Volume IA Part– I Chapter– VII- TERMS OF PAYMENT Clause No. 1.7.2	1.7.2 The progressive payment against monthly running bills for erection, testing and commissioning as per the percentage mentioned below on accepted rate / price of contract value will be released as mentioned below from Clause 1.7.2.2 to 1.7.2.9 on Pro rata basis.	1.7.2 The progressive payment against monthly running bills for erection, testing and commissioning as per the percentage mentioned below on accepted rate / price of contract value will be released as mentioned below from Clause 1.7.2.1 to 1.7.2.9.2 on Pro rata basis.

C) The following clause in Technical Conditions of Contract (TCC) Volume IA Part– I Chapter– VIII- TAXES AND OTHER DUTIES is revised as mentioned below:

Reference Clause No.	Existing Provision	Revised as
Technical Conditions of Contract (TCC) Volume IA Part– I Chapter– VIII- TAXES AND OTHER DUTIES Clause No. 1.8.4 New Levies / Taxes	1.8.4.1 In case Government imposes any new levy / tax after award of the work during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.	1.8.4.1 In case Government imposes any new levy / tax after technical bid opening during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

D) The clause SI No: 3 in VOLUME-IA PART – II CHAPTER 1- CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES **stands deleted**.

E) The following clause regarding Earnest Money Deposit (EMD) is included/added as SI No: 6 in VOLUME-IA PART – II CHAPTER 1- CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 6

The EARNEST MONEY DEPOSIT (EMD) clause 1.9 published in General Conditions of Contract (Volume I Book-II) is revised as under.

1.9 EARNEST MONEY DEPOSIT

1.9.1 Every tenderer must furnish the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

1.9.2 Modes of deposit of EMD

- i. Cash deposit as permissible under Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
- iii. Banker's cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Regional HQ issuing the tender.
- iv. In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20 Lakh may be accepted in the form of Bank Guarantee from Scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months from the latest due date of tender submission.
- v. No other form of EMD remittance shall be acceptable to BHEL.

1.9.3 EMD shall not carry any interest.

1.9.4 EMD by the Tenderer will be forfeited as per NIT Conditions, if:

- i. After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract

1.9.5 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.

1.9.6 EMD of successful tenderer will be retained as part of Security Deposit.

1.9.7 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

1.9.8 Bank details for Electronic fund transfer is as follows.

BHEL-PSSR-Chennai,
Bank Account No:10610819499,
IFSC code: SBIN0000912,
State Bank of India, 690, EVR Periyar Building, Nandanam, Anna Salai, Chennai-600035,
Email:sbi00912@sbi.co.in

F) The following clause regarding SECURITY DEPOSIT The SECURITY DEPOSIT (SD) is included/added as SI No: 7 in VOLUME-IA PART – II CHAPTER 1- CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 7

SECURITY DEPOSIT The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book-II) is revised as under.

1.10 Security Deposit:

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:
- 1.10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 1.10.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.4 Modes of deposit:
- 1.10.4.1 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms
- Cash (as permissible under the extant Income Tax Act)
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- 1.10.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- 1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.
- 1.10.7 The Security Deposit shall not carry any interest.
- 1.10.8 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 1.10.9 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- 1.10.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

G) The following clause is included/added as SI No: 8 in VOLUME-IA PART – II CHAPTER 1-CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 8 Clauses 2.13.1, 2.13.6 & 2.13.7 in GCC

8.1 Clauses 2.13.1, 2.13.6 & 2.13.7 in GCC is revised as under:

- 8.1.1 Clause 2.13.1 in GCC is revised as "Normally no advance payment shall be payable to the contractor. Mobilization advance payment in exceptional circumstances shall be interest bearing and secured through a Bank Guarantee and shall be limited to a maximum of 5% of contract value. This 'Interest Bearing Recoverable Advance' shall be payable in not less than two installments with any of the installment not exceeding 60% of the total eligible advance".
- 8.1.2 Clause 2.13.6 in GCC is revised as "The rate of interest applicable for the above advances shall be the Base rate of State Bank of India prevailing at the time of disbursement of the advance + 6%, and such rate will remain fixed till the total advance amount is recovered".
- 8.1.3 Clause 2.13.7 in GCC is revised as "Unadjusted amount of advances paid shall not exceed 5% of the total contract value at any point of time. Recovery of advances shall be made progressively from each Running Bill such that the advance amounts paid along with the interest is fully recovered by the time the contractor's billing reaches 90% of contract value."

- H) The following clause is included/added as SI No: 9 in VOLUME-IA PART – II CHAPTER 1- CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

SI No: 9

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME

The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Programme published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.

Chapter IX Clause 9.1 is modified as below:

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractor" (Document No. HSEP: 14 Rev00) already enclosed in part II of Technical Conditions of Contract (Volume-I Book-I).

Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.

Chapter IX Clause 9.2 to 9.62 stands deleted.

In addition to these modified clauses of Chapter IX Clause 9.1, the chapter on "Safety Precaution" published as CHAPTER-2 of PART II of Technical Conditions of Contract (TCC) of Volume-I Book-I are also applicable.

- I) All other conditions of the Tender Specification remain unchanged.
- J) Bidders are requested to consider this Corrigendum as part of the Tender Specification and quote accordingly.

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13-01-17
AGM/ Subcontracts