



## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT / CAPITAL EQUIPMENT

An ISO 9001  
Company

### ENQUIRY – Corrigendum 1

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**NIT No. 33476**

**Enquiry  
Number:**

**2601700035**

**Enquiry  
Date:**

**03.07.2017**

**Due date for submission  
of quotation:**

**27.07.2017**

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Please note that under any circumstances both **delayed offer** and **late offers** will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the date of tender opening

### Item Description: Laser Welding and Cladding System

#### Details of Corrigendum

**I)**

#### **AMENDMENT TO CLAUSE Nos.8, 9 & 10 of PART - A**

| SI No.               | BHEL Requirement (Existing)                                                                                                                                                                                                               | BHEL Requirement (New) Amended as                                                                                                                                                                                                                                                                                                          |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>8.0 of PART A</b> | The BIDDER shall have a minimum of FIVE Years of Continuous Experience in the Design, Manufacture & Supply of High power ( $\geq 6$ kW) laser welding system                                                                              | The BIDDER shall have a minimum of FIVE Years of Continuous Experience in the Design, Manufacture & Supply of High power ( $\geq 5$ kW) laser welding / cladding system.                                                                                                                                                                   |
| <b>9.0 of PART A</b> | The BIDDER should have supplied atleast one 'Laser welding/cladding machine suitable for welding and cladding with a laser power output of 6 kW or above to Customers in India. Also, indicate the number of such machines sold in India. | The BIDDER should have supplied at least one 'Laser welding/cladding machine suitable for welding and or cladding with a laser power output of 5 kW or above to Customers in India or abroad, and should be currently operational. Number of laser systems supplied in India and abroad for welding/cladding to be indicated in the offer. |

**S.PARTHASARATHY**  
MANAGER  
CAPITAL EQUIPMENT / MM  
BHEL, TRICHY-620014.



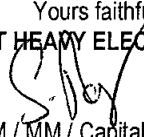
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MATERIALS MANAGEMENT / CAPITAL EQUIPMENT

| Details of Corrigendum                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D) <u>AMENDMENT TO CLAUSE Nos.8, 9 &amp; 10 of PART - A</u>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10.0 of<br>PART A                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reference of the Customer and Performance Certificate with full contact details of CONTACT PERSON, who are the End Users of the MODEL (given under Clause No.10.0) of 'Laser Welding / Cladding Machine'.<br><br>Performance Certificate in Original need to be submitted or the Certificate in the scanned copy mode may be sent through E-mail directly to BHEL, by the VENDOR's Customer.<br><br>For obtaining the Performance Certificate, a suggestive format is provided in the ANNEXURE - A. | Reference of the Customer and Performance Certificate with full contact details of CONTACT PERSON, who are the End Users of the MODEL (given under Clause No.9.0) of 'Laser Welding / Cladding Machine'.<br><br>Performance Certificate in Original need to be submitted or the Certificate in the scanned copy mode may be sent through E-mail directly to BHEL, by the VENDOR's Customers.<br><br>For obtaining the Performance Certificate, a suggestive format is provided in the ANNEXURE - A. |
| 2) Performance Bank Guarantee (PBG) revised format attached instead of existing.                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3) Undertaking & Permanent Establishment Certificate shall be submitted along with offer                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| All other terms and conditions and specifications as published in the NIT 33476 remain unaltered.                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| BHEL's General guidelines / instructions (refer MM / CE / GENL / 001 - EMD) including bank guarantee formats and list of consortium banks, commercial terms compliance form can be downloaded from BHEL web site <a href="http://www.bhel.com">http://www.bhel.com</a> or from the Government tender website <a href="http://tenders.gov.in">http://tenders.gov.in</a> (public sector units > Bharat Heavy Electricals Limited page) under above Enquiry reference. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Tenders should reach us before 14:00 hours on the due date<br>Tenders will be opened at 14:30 hours on the due date<br>Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yours faithfully,<br>For BHARAT HEAVY ELECTRICALS LIMITED<br><br>DGM / MM / Capital Equipment                                                                                                                                                                                                                                                                                                                  |

**S.PARTHASARATHY**  
MANAGER  
CAPITAL EQUIPMENT / MM  
BHEL, TRICHY-620014,

## BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) (VENDOR CODE ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup>we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>

- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

*The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper / e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s)) and should be only from any one of the below mentioned Banks in India.*

### **LIST OF CONSORTIUM BANKS IN INDIA**

(as on 22.03.2016)

| <b>List of Consortium Bank</b> |                           |    |                                                       |
|--------------------------------|---------------------------|----|-------------------------------------------------------|
|                                | <b>Nationalised Bank</b>  |    | <b>Nationalised Bank</b>                              |
| 1                              | Allahabad bank            | 19 | Vijaya Bank                                           |
| 2                              | Andhra bank               |    | <b>Public Sector Banks</b>                            |
| 3                              | Bank of Baroda            | 20 | IDBI                                                  |
| 4                              | Canara Bank               |    | <b>Foreign bank</b>                                   |
| 5                              | Corporation bank          | 21 | CITI Bank N.A                                         |
| 6                              | Central bank              | 22 | Deutsche Bank AG                                      |
| 7                              | Indian Bank               | 23 | The Hongkong and Shanghai Banking Corporation Limited |
| 8                              | Indian Oversea Bank       | 24 | Standard Chartered Bank                               |
| 9                              | Oriental bank of Commerce | 25 | J P Morgan                                            |
| 10                             | Punjab National Bank      |    |                                                       |
| 11                             | Punjab & Sindh Bank       |    | <b>Private bank</b>                                   |
| 12                             | State Bank of India       | 26 | Axis Bank                                             |
| 13                             | State Bank of Hyderabad   | 27 | The Federal Bank Limited                              |
| 14                             | Syndicate Bank            | 28 | HDFC                                                  |
| 15                             | State Bank of Travancore  | 29 | Kotak Mahindra Bank                                   |
| 16                             | UCO Bank                  | 30 | ICICI                                                 |
| 17                             | Union Bank of India       | 31 | Indusind Bank                                         |
| 18                             | United Bank of India      | 32 | Yes Bank                                              |

**(1) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.**

**(2) It should be submitted with bank covering letter with sign and seal of the bank official.**

## **UNDERTAKING**

- 1) Status as per Local Income Tax Act of the recipient (strike out whichever is not applicable): Company / Partnership Firm / Individual / Others **(specify the status)**.
- 2) We hereby confirm that we are tax resident of \_\_\_\_\_ and that the benefit of Double taxation avoidance agreement between India and \_\_\_\_\_ is available to us.
- 3) We confirm that our Income-tax Permanent Account / Registration number is \_\_\_\_\_.
- 4) We confirm that our Principal place of Business is \_\_\_\_\_.
- 5) We do not have Indian Permanent Account number.
- 6) The Income received will be included in our income and liable to tax regulations in \_\_\_\_\_.
- 7) We do not have Permanent Establishment in India as defined in Article 5 of the Treaty during the financial year \_\_\_\_\_.
- 8) I / We hereby confirm that my/our stay in India will be \_\_\_\_\_ in aggregate during the financial year \_\_\_\_\_.
- 9) I / We do not have a fixed base regularly available in India for performing the activities.

## **VERIFICATION**

We understand that the aforesaid details have been furnished in respect of withholding tax compliance under the provision of Income-tax Act, 1961 in India. We, also hereby declare that what is stated above is true to the best of our knowledge and belief.

Place:

Date:

Signature of payee

## PERMANENT ESTALISHMENT CERTIFICATE

TO WHOM IT MAY CONCERN

This to confirm that \_\_\_\_\_ does not consider itself to have a permanent Establishment in India as defined under Article 5 of the DTTA between \_\_\_\_\_ and India on "Permanent Establishment" for the Financial Year \_\_\_\_\_.

Name of Company:

Signature:

Name of Person:

Designation:

Date: