



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
पारेषण व्यापार समूह - सामग्री प्रबंधन
Transmission Business Group
Tower A, 5th Floor, Advant Navis IT Business Park,
Plot No. 7, Sector-142, Expressway, Noida
Distt. Gautam Buddha Nagar, U.P-201305
Phone: 0120-6748477/48

CORRIGENDUM TO NIT

SUBJECT- AMENDMENT-02 TO NIT No. 21390

DATE: 16.03.2015

1. Project : PGCIL Fatehabad (Agra New)
2. Equipment / Item : 624 KV SA
3. Enquiry No. / Date : 164E218 dtd. 06.02.15; Due on 10.03.15 (Original Date of opening)
4. **Revised date of tender opening (Techno-Commercial bid): 20.03.15**

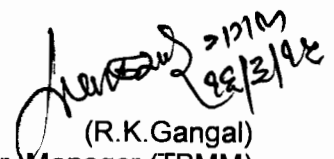
With reference to the above tender, kindly note that the mentioned enquiry has been extended to 20.03.15. Offers may be submitted up to the revised date up to 1400 hrs at below address only:

Tender Box, Room No. 3, BHEL-TBG
Tower A, 5th Floor, Advant Navis IT Business Park,
Plot No. 7, Sector-142, Expressway, Noida
Distt. Gautam Buddha Nagar, U.P-201305
Phone: 0120-6748477/48

e-mail for sending offer through e-mail: tenderbox@bhel.in

NOTE: Pls refer attached form (applicable for route 2 / 3 only (as the case may be) of Qualifying Requirement of Technical specifications). Bidder/s who shall be quoting as per route 2 / 3 of Qualifying Requirement of our Technical Specifications shall submit the signed copy of the attached format along with their offer.

This is for the information of all concerned.


(R.K. Gangal)
Sr. Manager (TBMM)

Only Applicable for Route 2/3 as applicable

**FORM OF JOINT DEED OF UNDERTAKING BY THE COLLABORATOR/ PARENT
COMPANY ALONGWITH THE BIDDER/MANUFACTURER**

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Collaborator” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns) and Ms/., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder” which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for the execution of(*insert name of the package alongwith project name*).....

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer alongwith its Collaborator must fulfill the Qualifying Requirements for the *..... and be jointly and severally bound and responsible for the successful performance of the *..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on the collaboration/association of the Collaborator with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Collaborator and the Bidder/Contractor and/or manufacturer do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the successful performance of the *..... and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the *..... in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator in particular hereby agrees to depute their technical experts from time to time to the Bidder's/ Contractor's/ Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Bidder/ Contractor, Manufacturer and the Collaborator to ensure proper design, engineering, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the equipment in accordance with Contract Specifications and if necessary, the Collaborator shall advise the Manufacturer/ Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 As a security, the Collaborator/ Manufacturer shall apart from the Contractor's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 10% of the cost of such equipment(s) from the parent company/collaborator as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of *..... under

the Contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

- 5.0 We, the Collaborator/ Bidder/ Contractor and/or Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Collaborator, the Manufacturer and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Collaborator)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Bidder)

Signature

(Signature of the authorized

Name

representative)

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Manufacturer)

Signature

(Signature of the authorized
representative)

Name

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary

Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.

4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator and the Bidder, then the Joint deed of undertaking shall be modified accordingly.
5. *The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted.
6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.