

CORRIGENDUM-2 dated 16 Oct 2019 TO TENDER SPECIFICATION ENQ 19 PS 0005 PUR 24 dated 26 Sept 2019.

Sub: DESIGN, SUPPLY, CONSTRUCTION, ERECTION AND COMMISSIONING OF BOP PACKAGE INCLUDING CIVIL FOR 5 X 800 MW YADADRI TPS.

A. The following clause in Notice Inviting tender (NIT) is revised as below: -

S.No	Clause No.	Existing in Tender/ As per latest Corrigendum	Revised as
1	Clause 7 "Due Date & Time"	Date: 17 October 2019, Time: 3.00 PM IST	Date: 14 November 2019, Time: 3.00 PM IST

B. The following clauses in Notice Inviting tender (NIT) are added as below: -

S.No	Chapter Ref	Clause
1	Notice for Inviting tender (NIT) Clause 54	LOI for respective packages will be placed by PSSR, and thereafter PO placement and execution of the contract will be taken care by respective MU / PSSR as per Scope Matrix (Matrix attached as Annexure 1 to this corrigendum).
2	Notice for Inviting tender (NIT) Clause 55	EMD Submission Method and Proforma of Bank Guarantee (in lieu of Earnest Money) attached as Annexure 2 to this corrigendum).

C. The following clauses in Volume II Section III, EPC DOCUMENT NO: 19-PS-0005-PUR-24, Date : 26 Sept '19 are added as below: -

S.No	Chapter Ref	Clause
1	Clause B.7, "T&Ps to be arranged by the contractor"	All the tools and plants required for satisfactory completion of the work have to be arranged by the contractor.
2	Additional Point in Clause F, "Free Issue Material by BHEL"	All the required materials to be supplied by the contractor except the free issue materials indicated in the tender to incorporate in the permanent work as well as for doing the temporary work at site.

Encl: (i)Annexure-1 containing Scope Matrix - 01 Page

(ii)Annexure-2 containing EMD submission method and Proforma of Bank Guarantee (in lieu of Earnest Money)– 05 Pages

NOTE:

1. ALL OTHER CONDITIONS REMAIN UNCHANGED.
2. BIDDERS ARE REQUESTED TO CONSIDER THIS CORRIGENDUM AS PART OF TENDER SPECIFICATION AND QUOTE ACCORDINGLY.

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Sandipan Biswas
AGM/SCT & Purchase

Annexure 1
SCOPE MATRIX

S.No.	Scope of Work	Unit
1	Air Conditioning System	PSSR
2	Ventilation System	PSSR
3	Mill Rejects System	PSSR
4	Fuel oil Handling & Storage Sytem	PSSR
5	Misc Tanks	PSSR
6	Weigh Bridges	PSSR
7	Hydrogen Generation Plant	PSSR
8	Cooling Tower (NDCT)	PSSR
9	Chimney	PSSR
10	Coal Handling Plant	ISG
11	Ash Handling Plant	ISG
12	PT Plant	Ranipet
13	DM Plant	Ranipet
14	ETP(Effluent Treatment Plant)	Ranipet
15	STP(Sewage Treatment Plant)	Ranipet
16	Cooling Water Treatment	Ranipet
17	Side Stream filtration	Ranipet
18	Gas chlorination (for Raw Water, Potable Water & Cooling Water)	Ranipet
19	DG Sets	ISG
20	Fire Protection System	PE&SD
21	Misc Cranes	PEM-Noida
22	Workshop Equipment	PEM-Noida
23	Fire Tenders	PEM-Noida
24	Electric Hoist & CPB	PEM-Noida
25	Electrical Labs Equipments	PEM-Noida
26	Switchyard	TBG
27	HT Motors for above pkg	IMS Bhopal
28	LT Switchgear, LT Bus ducts for above pkg	EPD
29	SPBD, NSPBD for above pkg	Rudrapur
30	C&I	EDN
31	DTT, Power Transformers for above pkg	Jhansi
32	Locomotives	Jhansi
33	CT, CVT, Bus reactor	TRS Bhopal
34	HT Switchgear for above packages	SCS Bhopal
35	Chemical Lab and AAQMS	PCRI
36	Valves	Trichy Valves
37	Piping for the above packages	PC Chennai
38	Other BOI items	PEM
39	Civil Works (Other than Switchyard)	PSSR
40	Civil Works of Switchyard	TBG
41	E&C	PSSR
42	E&C of CHP, AHP	ISG
43	E&C of Switchyard	TBG

Annexure 2

55.1 EARNEST MONEY DEPOSIT

55.1.1 Every tenderer shall submit the prescribed amount of Earnest Money Deposit (EMD) to BHEL PSSR, only in any one of the following forms: -

i) Electronic Fund Transfer credited in BHEL account (before tender opening).

ii) Through Online EMD payment portal of BHEL with SBI (before tender opening) by following steps as below: -

1. Visit www.onlinesbi.com -> Go to State Bank Collect (In the tab section)
2. Click Check box to proceed for payment -> Click on Proceed
3. Under State of Corporate/Institution -> Select Tamilnadu
4. Under Type of Corporate/Institution -> Select PSU – Public Sector Undertaking -> Go
5. Under PSU – Public Sector Undertaking Name -> Select BHEL PSSR CHENNAI and Submit
6. Under Select Payment Category -> ENQ-19-PS-0005-PUR-24

iii) Banker's Cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Chennai.

iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) along with the offer.

v) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in any one of form described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank, along with the Offer.

Note:

- a) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender. Proforma of BG for EMD enclosed.
- b) Date of Expiry of Claim shall be as mentioned in the enclosed format PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY).
- c) Performa for Bank Guarantee for EMD is enclosed with this Tender.

Bank Details for the purpose of Taking EMD

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. #690, EVR Periyar Building, Nandanam, Anna Salai, Chennai – 600 035
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Name of Bank:	State Bank of India
Bank Branch Address:	SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai -600 035
IFSC Code :	SBIN0000912
Account No. :	10610819499

Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank and Branch	SBI TFCPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

55.1.2 EMD shall not carry any interest.

55.1.3 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

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

55.1.5 EMD of successful tenderer will be retained as part of Contract Performance Bank Guarantee.

55.1.6 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.

Form WAM 23

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)

(On non-Judicial paper of appropriate value)

Bank Guarantee No _____

Date _____

To

_____ (Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No _____¹ (Tender Conditions), M/s. _____ having its registered office at _____² (hereinafter referred to as the 'Tenderer'), is

submitting its bid for the work of _____³ invited by _____⁴
(name of the Employer) through its Unit at _____.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs _____ as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of _____⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the _____ [Name & address of the Bank] having our Registered Office at _____ (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. _____⁵ (in words Rupees. _____) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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. _____.

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.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We _____ Bank further agree 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 Tender or to extend the time of submission of 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 Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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.

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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the _____⁷ we shall be discharged from all liabilities under this Guarantee.

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 _____⁵
- b) This Guarantee shall be valid up to _____⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ 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.

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)

Date _____

Place of Issue _____

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector/Private Sector/Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
 - b.i. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.ii. **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.iii. The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.