

CENTRAL DISPATCH DIVISION
HEEP, BHEL, HARIDWAR

TENDER NO. BHEL/HWR/CDX/ENQ/1617-022 dated 01/03/2017

CORRIGENDUM DATED 15/03/2017

Please note following points

Clause no 14 of Section II shall be revised as follows.

Earnest Money Deposit: An amount of Rs. 39.10 Lacs shall be paid by bidders towards EMD and the same shall be enclosed to the "Techno-Commercial bid".

The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. No interest on EMD amount shall be paid by BHEL.

EMD of amount Rs. 39.10 lacs may be submitted by bidder in either of following two forms:-

- a. An amount of Rs. 39,10,000.00 (Rupees Thirty Nine Lakhs Ten Thousand only) in the form of DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of "HEEP, BHEL Haridwar", payable at 'Haridwar'.

Or

- b. An amount of Rs. 20,00,000.00 (Rupees Twenty Lakhs only) in the form of DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of "HEEP, BHEL Haridwar", payable at 'Haridwar'. Balance amount i.e. Rs. 19,10,000.00 (Rupees Nineteen Lakhs Ten Thousand only) in the form of Bank Guarantee from scheduled bank (as per attached Annexure-1 of this corrigendum). The validity of Bank Guarantee shall be up to 21/09/2017.

2. All other terms & conditions of subject tender will remain same.

Note:- Bidders are required to submit signed & stamped copy of this corrigendum along with techno-commercial offer.

Addl. General Manager (CDX)

BANK GUARANTEE BOND

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt _____ (hereafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of Tender No. BHEL/HWR/CDX/ENQ/1617-022 made between _____ and _____ for (hereafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(Indicate the name of the Bank)
(hereinafter referred to as 'the Bank') at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. 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. _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee (Indicate the name of the bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that

(Indicate the name of the bank)

the Company 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 Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke

(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____

(Indicate the name of the Bank)