

Corrigendum 1 dated Sep' 18, 2019 to Tender Specification BHEL PSSR SCT 1852

Corrigendum 1 dated Sep' 18, 2019 to Tender Specification BHEL PSSR SCT 1852 for the work of Erection, Testing & Assistance for Commissioning and Trial Operation of Boiler & Auxiliaries, Air Pre Heaters, Ducts & Dampers, Boiler Integral Piping, Fans, Bowl Mills, Rotating Equipment etc. of Unit 1, Auxiliary Boiler & Auxiliaries, Application of Refractory and Insulation, Supply and Application of Final Painting including Handling of Materials at BHEL / Client's Stores / Storage Yard and transportation to site of Erection at 2x800 MW Uppur Super Critical Thermal Power Project, Ramanathapuram Dist., Tamil Nadu

- 1) The 'Proforma of Bank Guarantee for Earnest Money Deposit (EMD)' was not enclosed earlier in Volume 1A: Technical Conditions of Contract, Part II Chapter 8. The applicable Proforma of Bank Guarantee for Earnest Money Deposit (EMD) is enclosed herewith in the next three pages.
- 2) The following clause of GCC in NOTICE INVITING TENDER are revised as below: -

| Sr. No. | Ref. Clause | Existing | Revised as |
|---------|--|---|---|
| 1 | VOLUME I BOOK II- SCC GCC Forms Procedures: Volume IC GCC Clause 2.15.5 on Extra Works | 2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate. MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework / repairs / rectification / modification / fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 60/- per man hour. | 2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate. MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework / repairs / rectification / modification / fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour. |

All other conditions of the tender specification remain unchanged.

Bidders are requested to consider this corrigendum as part of tender specification and quote accordingly.

-Sd-
Sreenath N G
Deputy Manager/ SCT

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY if permissible under Works Policy)

(On non-Judicial paper of appropriate value)
(Para 4.7.6 of Works Accounts Manual)

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.² having its registered office at³ (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....⁴ invited by 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 *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035*

The Tender Conditions provide that the Tenderer shall pay a sum of Rs⁵ 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 of⁶ 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 Head 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.....⁶ (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.⁶

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Tenderer 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.....⁷ 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 the⁸ 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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ 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)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

- ¹ Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)
- ² Name of Tenderer
- ³ REGISTERED Office Address of the Tenderer
- ⁴ Details of the Work i.e Tender Description
- ⁵ EMD Amount as mentioned in Notice Inviting Tender
- ⁶ BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)
- ⁷ Validity Date
- ⁸ Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee)

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.1 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.2 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.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).