

## Corrigendum 2 dated Oct 04, 2023 to Tender Specification BHEL PSSR SCT 2104

Corrigendum 2 dated Oct 04, 2023 to Tender Specification BHEL PSSR SCT 2104 for the works of Balance Civil and Architectural works of Main plant at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of NCTPS, Tamil Nadu.

**The following clauses are changed / modified as below: -**

| Sl. No. | Published in   | Existing  | Revised As   |
|---------|--|---|--|
| 1.      | General Condition of Contract (GCC) Clause 1.9.1 – Earnest Money Deposit (EMD), Sl. No. (ii) | <p>The EMD is to be paid only in the following forms:</p> <p><b>A)</b> Cash deposit as permissible under the extant Income Tax Act (before tender opening).</p> <p><b>B)</b> Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p><b>C)</b> Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</p> <p><b>D)</b> 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 offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</p> <p>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (a) to (d) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission.</p> <p>The Bank Guarantee format for EMD shall be in the prescribed formats.</p> | <p>The EMD is to be paid only in the following forms.</p> <p><b>A)</b> Cash deposit as permissible under the extant Income Tax Act (before tender opening).</p> <p><b>B)</b> Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p><b>C)</b> Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).</p> <p><b>D)</b> 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 offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</p> <p><b>E) Insurance Surety Bonds.</b></p> <p>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission.</p> <p>The Bank Guarantee format for EMD shall be in the prescribed formats.</p> |

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| 2.      | General Condition of Contract (GCC) Clause 1.10.3 – Security Deposit | <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.</p> <p>i) Cash (as permissible under the extant Income Tax Act).</p> <p>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.</p> <p>v) Fixed Deposit Receipt 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).</p> <p>vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above</p> <p><b>Note:</b> BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith</p> | <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.</p> <p>i) Cash (as permissible under the extant Income Tax Act).</p> <p>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.</p> <p>v) Fixed Deposit Receipt 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).</p> <p>vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.</p> <p><b>vii) Insurance Surety Bonds</b></p> <p><b>Note:</b> BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith</p> |

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| 3.      | General Condition of Contract (GCC) Clause 1.10.8 – Security Deposit | Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest <b>(Base rate of SBI + 6%)</b> for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest. | Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest <b>(Repo rate + 4%)</b> for the delayed period shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest. |

ALL OTHER CONDITIONS REMAIN UNCHANGED.

BIDDERS ARE REQUESTED TO CONSIDER THIS CORRIGENDUM AS PART OF TENDER SPECIFICATION AND QUOTE ACCORDINGLY.

-Sd-  
(Amit Shukla)  
Manager/ SCT

