



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 01

Ref: PSER:SCT:NKP-C1825:TCN-01

Date: 05-04-2017

Sub	Tender change notice (TCN) 01	
Job	Package A - Civil works of AIR COOLED CONDENSER OF 50% of UNIT 1, 2 & 3 for 3x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-C1825:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-C1825:5613, Date: 31-03-2017
	3.0	All other pertinent issues till date.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Bank Guarantee format for EMD under Volume-IE of tender document is attached herewith.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

SR.ENGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Package A - Civil works of AIR COOLED CONDENSER OF 50% of UNIT 1, 2 & 3 for 3x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-C1825:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-C1825:5613, Date: 31-03-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-C1825:TCN-01, dated 05-04-2017.
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

Bharat Heavy Electricals Limited		
Power Sector - Eastern Region, Kolkata		
TENDER NO. PSER:SCT:NKP-C1825:17 (TCN-01)		
FORMATS	BANK GUARANTEE FORMAT FOR EMD	PAGE 1 OF 4

PROFORMA OF BANK GUARANTEE FOR 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 your Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions) M/s. having its registered office at2 (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of..... for.....3. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.4(name of the Employer)

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 of5 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.

Bharat Heavy Electricals Limited		
Power Sector - Eastern Region, Kolkata		
TENDER NO. PSER:SCT:NKP-C1825:17 (TCN-01)		
FORMATS	BANK GUARANTEE FORMAT FOR EMD	PAGE 2 OF 4

.....(*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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 bids 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 Tendered 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 the⁷ we shall be discharged from all liabilities under this Guarantee.

Bharat Heavy Electricals Limited		
Power Sector - Eastern Region, Kolkata		
TENDER NO. PSER:SCT:NKP-C1825:17 (TCN-01)		
FORMATS	BANK GUARANTEE FORMAT FOR EMD	PAGE 3 OF 4

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 to6
- 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 and Address of BHEL Unit/Division/Region (Already filled up)

⁵ BG Amount in words and Figures

⁶ Validity Date

Bharat Heavy Electricals Limited		
Power Sector - Eastern Region, Kolkata		
TENDER NO. PSER:SCT:NKP-C1825:17 (TCN-01)		
FORMATS	BANK GUARANTEE FORMAT FOR EMD	PAGE 4 OF 4

⁷ *Date of Expiry of Claim Period*

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.
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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.