



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,
SALT LAKE CITY , KOLKATA , WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

Sub	TENDER CHANGE NOTICE (TCN-05 DTD. 21/07/2017)
Job	PROVIDING READY MIX CONCRETE FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.
Ref	Tender No. : PSER:PUR:PMX-350:044(ENQ:17:PP:0015:PUR:56) Date: 12/06/2017. TCN-01 DTD. 17/06/2017, TCN-02 DTD. 23/06/2017, TCN-03 DTD. 12/07/2017 & TCN-04 DTD.18/07/2017

[With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.](#)

- 1) Revised clarification on PVC- Sl.no.-6 in ANNEXURE-A below.
- 2) Revised SCC VOL-II-REV-01 :Clause- 21 on IBRA/Mobilization Advance in ANNEXURE-A below.
- 3) Revised SCC VOL-II-REV-01 :Clause -28.2 on Security Deposit in ANNEXURE-A below.
- 4) Due date of submission of offer against the subject tender is **remains same** i.e **27/07/2017** (15:00 hrs. IST). Techno-commercial bid shall be opened on **27/07/2017** (16:00 hrs. IST).
- 5) **Proforma of BG for IBRA(Interest Bearing Recoverable Advance) Submission is attached below.**
- 6) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 7) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

DGM (PURCHASE)

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

ANNEXURE – IV

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

To,
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	PROVIDING READY MIX CONCRETE FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.	
Ref	1.0	Tender no. PSER:PUR:PMX-350:044(ENQ:17:PP:0015:PUR:56) Date: 12/06/2017. TCN-01 DTD. 17/06/2017, TCN-02 DTD. 23/06/2017, TCN-03 DTD. 12/07/2017 & TCN-04 DTD.18/07/2017 & TCN-05 DTD.21/07/2017
	2.0	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/newspapers and in case of 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 *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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 strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

ANNEXURE-A

TCN-05 Dated 21/07/2017 - Revised Clauses in RMC-BANGLADESH Tender (TENDER NO.: PSER:PUR:PMX-350:044(ENQ:17:PP:0015:PUR:56))

SL No.	BHEL Clarification/ existing clause	SL No.	Revised Clarification / clauses
	CLAUSES OF CLARIFICATION IN TCN-04		
6	PVC is not applicable for this contract. However, contract may be extended further by 6 months maximum. Extension after 30 months, if any will be on mutually agreed by bidder & BHEL.	6	PVC is not applicable for this contract. However, bidder may consider possible extension of maximum 6 months period for the Purpose of assessment & calculation of price to quote against present tender.
CL.NO.	CLAUSES SCC-01	CL.NO.	
21	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE	21	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE
21.1	Interest bearing recoverable advance of 5 (five) % of the contract price in stages is admissible in the following manner. Interest rate shall be the base rate of SBI (on the date of release of advance) plus 6% (compound interest shall be calculated as per monthly rest).	21.1	Interest bearing recoverable advance of 5 (five) % of the contract price in stages is admissible in the following manner. Interest rate shall be the base rate of SBI (on the date of release of advance) plus 6% (compound interest shall be calculated as per monthly rest).
21.2	One and a half (1.5) % to be released on submission of following.	21.2	One and a half (1.5) % to be released on submission of following.
21.2.1	Unqualified acceptance to LOI.	21.2.1	Unqualified acceptance to LOI.
21.2.2	Requisite security deposit.	21.2.2	Requisite security deposit.
21.2.3	Bank guarantee (BG) equivalent to 1.1 times the advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.	21.2.3	Bank guarantee (BG) as per prescribed Format equivalent to 1.1 times the advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.
21.2.4	Detailed L-2 network submission & approval by BHEL.	21.2.4	Detailed L-2 network submission & approval by BHEL.
21.3	One and a half (1.5) % to be released on following.	21.3	One and a half (1.5) % to be released on following.
21.3.1	Submission of bank guarantee (BG) equivalent to 1.1 times the advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.	21.3.1	Submission of bank guarantee (BG) as per prescribed Format equivalent to 1.1 times the advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.
21.3.2	Mobilization of Batching plant on certification of the same by BHEL site.	21.3.2	Mobilization of Batching plants on certification of the same by BHEL site.
		21.3.3	Utilisation certificate of 1st instalment of IBRA with documentary evidence
21.4	Two (2) % to be released as per following.	21.4	Two (2) % to be released as per following.
21.4.1	Submission of bank guarantee (BG) equivalent to 1.1 times advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.	21.4.1	Submission of bank guarantee (BG) as per prescribed Format equivalent to 1.1 times advance amount valid for a period initially for one year subsequently to be extended till the advance is adjusted.
		21.4.2	Utilisation certificate of 2nd instalment of IBRA with documentary evidence
21.4.2	Opening of site office & Laboratory on certification of the same by BHEL site.	21.4.3	Opening of site office & Laboratory on certification of the same by BHEL site.
21.5	Recovery of mobilization advance along with interest shall be made at the rate of 10% of the Gross Bill Value from 1st applicable RA bill, till the amount paid along with the interest is fully recovered by the time the contractor reaches 90% billing of total value of works to be executed.	21.5	Recovery of mobilization advance along with interest shall be made at the rate of 10% of the Gross Bill Value and Simple interest up to date of RA Bill on outstanding principal amount / amounts from 1st applicable RA bill, till the amount paid along with the interest is fully recovered by the time the contractor reaches 90% billing of total value of works to be executed.
		21.5.1	Payment & recovery of IBRA shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration
21.6	The bank guarantee shall be kept valid till the entire advance amount is recovered.	21.6	The bank guarantee shall be kept valid till the entire advance amount is recovered.
21.7	Invoice for advance against individual stage as per above to be raised immediately & prior to accomplishment of activities/ event, associated with subsequent stage advance.	21.7	Invoice for advance against individual stage as per above to be raised immediately & prior to accomplishment of activities/ event, associated with subsequent stage advance.

21.8	All other terms and conditions of IBRA not mentioned above shall be governed by the pertinent provisions of GCC of tender.	21.8	BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.
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28.2	SECURITY DEPOSIT (SD)	28.2	SECURITY DEPOSIT (SD)
28.2.1	The total amount of Security Deposit will be 5% of the contract value and the same will be in the form of USD. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.	28.2.1	The total amount of Security Deposit will be 5% of the contract value and the same will be in the form of USD. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
28.2.2	At least 50% of the required Security Deposit, including the EMD, shall be collected in before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in USD progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.	28.2.2	The Security deposit may be deposited in any of the following form.
		28.2.2(a)	The total Security Deposit as indicated in the letter of intent can be paid in cash (as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/ local cheques of Scheduled Banks (subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent.
		28.2.2(b)	50% of Security Deposit as indicated in the letter of intent can either be paid in the form of Bank Guarantee from Scheduled Banks/Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent and balance 50% of the security deposit can paid either in cash/ other form of security or may be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.
		28.2.2(c)	The security deposit may be submitted through securities from Post Offices such as National Savings Certificates/Kisan Vikas Patras etc (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back).
		28.2.2(d)	The security deposit may be submitted by Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back.
28.2.3	All other terms & conditions shall be as per GCC.	28.2.3	Acceptance of security deposit against sl. No. 28.2.2(c) & 28.2.2(d) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith.
		28.2.4	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
		28.2.5	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.

		28.2.6	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
		28.2.7	If any parts of security deposit of the contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
		28.2.8	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
		28.2.9	RETURN OF SECURITY DEPOSIT
		28.2.9(a)	If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to BHEL taken / borrowed or hired by him for carrying out the said works, half of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification.

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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 Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated²valued at Rs.....(Rupees -----) for <Nature of Work> ³(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- (Rupees -----)⁴ from a Bank as hereinafter appearing.

We,, (hereinafter referred to as the Bank), having registered/Head office at and a branch at 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 upto a maximum amount but not exceeding Rs ----- (Rupees -----).

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 Contractor/ Supplier 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 Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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 Contract or to extend time of performance by the said Contractor/Supplier 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 Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time on the request of the Employer 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 Contractor/Supplier 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 the⁶ (3 months more than the present date of validity of Bank Guarantee) 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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ *NAME OF VENDOR /CONTRACTOR / SUPPLIER*

² *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

³ *PROJECT/SUPPLY DETAILS*

⁴ *BG AMOUNT IN FIGURES AND WORDS*

⁵ *VALIDITY DATE*

⁶ *DATE OF EXPIRY OF CLAIM PERIOD*

⁷ *BG AMOUNT IN FIGURES AND WORDS*

⁸ *VALIDITY DATE*

⁹ *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.
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.