

CORRIGENDUM -2 TO TENDER SPECIFICATION BHEL PSSR SCT 1645 - DT: 02.12.2016

Some of the bidders sought clarifications vide letters in regard to TENDER SPECIFICATION BHEL PSSR SCT 1645 - Erection and Commissioning of Electrostatic Precipitator and its' Auxiliaries, that includes Handling of materials at BHEL/Client's stores/storage yard, transportation to site of Erection, Erection, Testing & Assistance for commissioning and Trial Operation, including supply and application of Final Painting of ESP and its' Auxiliaries, Ducts & Dampers, Fan duct support structure etc., 1x800MW, North Chennai TPS Stage-III, Ponneri TK, Thiruvallur District, Tamilnadu State and BHEL's clarifications are furnished below for information.

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Existing Provision</u>	<u>Clarification/Query</u>	<u>BHEL REPLY</u>
1	VOLUME-IA PART – I CHAPTER – IV T&P AND MME TO BE DEPLOYED BY CONTRACTOR - 1.4.1 -1	150 T CRAWLER CRANE FROM 3RD MONTH OF ERECTION TILL COMPLETION OF HVR TRANSFORMER & ALL DUCTING WORKS UNDER HIS SCOPE.	As per tender condition bidder responsibility is limited to deploy crane capacity up to 150 MT capacity for erection works.We presume if crane capacity above 150MT require during execution stage , It will be provided by BHEL with free of cost .Pls confirm	150 T crane will be normally sufficient for execution of works specified in the scope of the tender. However, in view of specific site condition forcing usage of higher capacity cranes, crane above 150 MT capacity will be provided free of cost, at the discretion of BHEL execution engineer. Decision of BHEL execution engineer in this regard is final. BHEL shall provide operators free of charges for the crane provided. The day to day routine maintenance including replacement of spares (Including filters) for the crane provided by BHEL will be carried out by the contractor at his own cost. However, BHEL shall supply spare parts free of charge for normal wear and tear only. Contractor shall provide required manpower assistance as per the instruction of BHEL engineer for carrying out the above works. The fuel charges shall be recovered for Heavy duty crane (above 150 MT): Rs.300/Hour.
2	As per the Tender Document (clause No .1.4 of TCC)	150 T Crawler Crane (01 No) has to be provided by Bidder and it is not mentioned about crane of capacity above 150 T.	Please clarify that if crane above 150 T capacity required during the execution will provide by Ms. BHEL	Refer to reply for Sl. No. 01
3	Clause 1.9.2 (iv) of volume 1A, Part -II, chapter - I on Page 102 of TCC	In case total EMD amount..... tender submission		Proforma of BG for EMD enclosed.
4	Clause No .1.4 of TCC		As per the Tender Document (clause No .1.4 of TCC), 150 T Crawler Crane (01 No) has to be provided by Bidder and it is not mentioned about crane of capacity above 150 T. Please clarify that if crane above 150 T capacity required during the execution will provide by Ms. BHEL	Refer to reply for Sl. No. 01

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5	Sl. No. 3; Clause No. 1.9 of VOLUME-IA PART - II CHAPTER 1		You are kindly aware that recent demonetization in the country has had a severe effect, though temporary, in the economy of all the organizations and we are no exception to that. This unprecedented and unforeseen initiative has put us in a financial distress and we are finding it very difficult to meet our various obligations and liabilities. In view of the afore- mentioned temporary financial set back, we request Ms. BHEL to kindly exempt us from submitting separate EMD for each of the bids/tenders and request Ms.BHEL to allow us to participate in all the bids/tenders without dis-qualification by submitting a One-Time EMD of Rs.2 Lakhs.	Tender Condition Prevails.

Note:-
All other Terms & Conditions remain unchanged. Bidder to consider this as a part of their offer and quote accordingly.

Encl:-
1. Proforma of BG for EMD - 02 Pages

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AGM / SCT & PURCHASE

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(name of the Employer) at⁴. 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.⁵(*)..... 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 including⁶ 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.

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 and seal 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*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date:*

⁷ *Date of Expiry of Claim Period.*

Note:

1. The Bank Guarantee shall be valid for atleast six months and claim period shall be two months after validity date. In case the BG is submitted without claim period then the validity shall be for eight months.
2. Provide the Contact address, phone no and email id of the Bank