



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 01

Ref: PSER:SCT:NKP-M1634:TCN-01

Date: 18-12-2014

Sub	Tender change notice (TCN) 01	
Job	Design, engineering, manufacturing, supply, erection, testing, commissioning, etc of CPU System for 3x660 MW units at North Karanpura super thermal power project, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-M1634:14
	2.0	BHEL's NIT, vide reference no PSER:SCT: NKP-M1634:4111, dated 09-12-2014
	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 Please find the attached [NTPC BG format](#) for information & submission of the BG by the successful bidder within 15 days from LOI.
- 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

- 1.0 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	Design, engineering, manufacturing, supply, erection, testing, commissioning, etc of CPU System for 3x660 MW units at North Karanpura super thermal power project, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-M1634:14
	2.0	BHEL's NIT, vide reference no PSER:SCT: NKP-M1634:4111, dated 09-12-2014
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-M1634:TCN-01, dated 18-12-2014.
	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, SALTLAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

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**14d. PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED
JOINT UNDERTAKING OTHER THAN CONTRACTOR
(For Engineering Experience)**

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date

In consideration of NTPC Limited, (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... * (Contractor) and by (Arch ect Engineering Firm) having its registered office at (hereinafter called..... Associate/Collaborator or Architect Engineering Firm), and the Contractor having further executed with (Architect Engineering Firm) a Sub-Contract dated and the same having been unequivocally accepted by the Associate/Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-Contract Agreement") and (Architect Engineering Firm) having agreed to provide a Performance Guarantee amounting to..... to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office at..... (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to "Architect Engineering Firm" or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Architect Engineering Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

* Brief name of the Contractor.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Architect Engineering Firm. The Employer shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Architect Engineering Firm and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Architect Engineering Firm and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Architect Engineering Firm's/Associate's/Collaborator's liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Project Management Organisation) on whose behalf this guarantee has been given.

Date this.....day of.....20.....at.....

WITNESS

(Signature).....

(Signature).....

(Name).....

(Name & Designation).....

(Official Address).....

(Bank's Seal).....

Authorised vide Power of
Attorney No.....

Date.....

Notes :

- 1.@ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
3. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.
4. While getting the Bank Guarantee issued, the Executant / Contractor is required to ensure compliance to the points mentioned in Form 15-Form of Bank Guarantee Verification Check List enclosed with the Bidding Documents. Further, the contractor is required to fill up this Form 15 and enclose the same with the Bank Guarantee.
5. The Sub-Contract agreement shall be the agreement signed between the Contractor and his Associate/Collaborator.