



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TENDER CHANGE NOTE 02 (TCN – 02) DT: 17-01-2009

WITH REFERENCE TO THE NIT, PUBLISHED IN THE WEB SITES FOR CONSTRUCTION OF COVERED / SEMI-COVERED STORES, SITE OFFICE, AREA LEVELLING & GRADING, TEMPORARY ROADS, DRAINS & CULVERTS, FENCING ETC AND MISC ENABLING CIVIL WORKS FOR 2X660 MW THERMAL UNITS (4 & 5) AT BARH STPP STG-II PROJECT, PATNA, BIHAR. FOLLOWING CHANGES MAY PLEASE BE NOTED AND COMPLIED WHILE SUBMITTING THE OFFER FOR THE SUBJECT JOB.

REF: TENDER DOCUMENT NO-PSER-SCT-BAR –C967:08

01. The Clarifications sought by the bidders have been reviewed and enclosed herewith as per Annexure-A. Bidders are requested to note and consider the same while quoting.
02. Based on the clarifications as furnished above, the Indemnity bond format is enclosed herewith as per annexure-1
03. The due date of submission of bid extended up to 28/01/2009.

BIDDERS TO NOTE THAT ALL TCNS WILL FORM PART OF TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT OF TENDER DOCUMENT.

ALL OTHER TERMS & CONDITIONS OF THE TENDER SHALL REMAIN UNCHANGED.

SDGM (SCT)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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TCN-01

ANNEXURE-A

TENDER NO - PSER:SCT:BAR_C967:08 - CLARIFICATION TO THE BIDDERS

SL NO.	CLAUSE REFERENCE	EXISTING CLAUSE	REVISED CLAUSE
1	VOL-II, SECTION-IV, CL. NO. 7	<p><u>CONSTRUCTION POWER</u> BHEL SHALL NOT PROVIDE CONSTRUCTION POWER AND THE CONTRACTOR HAS TO MAKE NECESSARY ARRANGEMENT (LIKE DEPLOYMENT OF DG SET ETC.) FOR FULFILLING HIS REQUIREMENT FOR CONSTRUCTION POWER.</p> <p>The contractor should ensure that the work is not held up due to non-availability of construction power. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.</p> <p>Contractor will make his own arrangement for electric power required for his labour colony including distribution network.</p> <p>The contractor shall have to make arrangements at their own cost for illumination that will be required in the working areas for execution of the work.</p>	<p><u>CONSTRUCTION POWER</u> BHEL MAY PROVIDE CONSTRUCTION POWER FREE OF COST SUBJECT TO ITS AVAILABILITY FROM CUSTOMER NTPC. IN SUCH CASE, ONE POINT SHALL BE PROVIDED WITHIN THE PROJECT PREMISES AND DRAWAL OF POWER AFTER LAYING OF CABLES ETC. SHALL BE RESPONSIBILITY OF THE CONTRACTOR. IN THE EVENT OF NON-AVAILABILITY OF THE POWER, THE CONTRACTOR HAS TO MAKE NECESSARY ARRANGEMENT (LIKE DEPLOYMENT OF DG SET ETC.) FOR FULFILLING HIS REQUIREMENT FOR CONSTRUCTION POWER.</p> <p>The contractor should ensure that the work is not held up due to non-availability of construction power. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.</p> <p>Contractor will make his own arrangement for electric power required for his labour colony including distribution network.</p> <p>The contractor shall have to make arrangements at their own cost for illumination that will be required in the working areas for execution of the work.</p>
2	VOL-II, SECTION-IV, CL. NO. 21.6 , PARA-2	<p>INDEMNITY BOND : Contractor to submit indemnity bond after receipt of LOI towards indemnifying BHEL of non-fulfillment of any statutory payments to authorities as per format in line with customer's format to be submitted after LOI</p>	<p>THE FORMAT OF THE INDEMNITY BOND TO BE SUBMITTED BY THE SUCCESSFUL BIDDER SHALL BE AS PER FORMAT ENCLOSED AT ANNEXURE-1 BELOW.</p>
3	--		<p>THE DATE OF SUBMISSION OF OFFER IS HEREBY EXTENDED UPTO 28-01-09.</p>

ANNEXURE-1

INDEMNITY BOND

This Indemnity Bond made on this _____ day of _____ 2009 by M/s. _____, having their registered office at _____, (hereinafter called the sub-contractor) in favour of M/s. BHARAT HEAVY ELECTRICALS LIMITED A company incorporated under Companies Act 1956 having its Registered Office at 'BHEL HOUSE', Siri Fort, New Delhi – 110 049 and represented through its Power Sector – Eastern Region Office at DJ-BLOCK, SECTOR-II, SALT LAKE CITY, KOLKATA – 700 091 {hereinafter called the Contractor).

WHEREAS M/S. NTPC LTD (hereinafter referred to as the Principle Employer) has awarded Main Contract No. _____ Dt. _____ to M/S. BHARAT HEAVY ELECTRICALS LTD, POWER SECTOR, EASTERN REGION, PLOT NO. 9/1, BLOCK-DJ-SECTOR II, SALT LAKE, KOLKATA – 700 091, the Contractor and its Project Unit at 2X660 MW NTPC Barh STPS Stg-II, Dist. Patna, State, Bihar hereinafter called as the Site.

WHEREAS the Contractor and the Sub-Contractor have entered into a Sub Contract vide LOI No. _____ dated _____ (hereinafter called the Contract) with the consent of the Principal Employer, M/s. NTPC LTD under which the Sub-Contractor has agreed and to undertake and execute the job of _____ (name of the work) of 2X660 MW NTPC Barh STPS Stg-II, Dist. Patna, State, Bihar, or the Site (hereinafter called and said works) by engaging workmen.

NOW THIS DEED WITNESSETH AS UNDER

This is Consideration of the Principal Employer issuing the requisite Certificate in form –V Prescribe under rules of Contract Labour (regulation and abolition) Act 1970 to the Sub, Contractor of the Contractor as and when request to issue such as certificate is made by Sub- Contractor through Contractor in relation to the said works, the Sub- Contractor hereby agrees as Under.

1. That Sub –Contractor undertake and declares that it is licensee and accordingly the Sub-Contractor/ Associate engaged by them will abide by all the provisions of Contract Labour (Regulation & Abolition) Act, 1970 Minimum Wages Act.1948, Payment of Wages Act. 1636, Factories Act, 1948, Workmen Compensation Act, 1923, Employees Provident Fund and Misalliance Provisions Act, 1952 etc and all rules framed under the above acts the above said acts and rules. Further guarantee for the faithful discharge of its duties and liabilities under the above said acts and rules ,Further the Sub-Contractor hereby declares and undertakes to indemnify the Contractor against any loss , claim, damages, demands or lieu caused to the Contractor by any act or omission of the Sub-Contractor as well as by Sub-Contractor/ Associate under the said contract.

2. That the Sub-Contractor hereby, further undertake and declare that any liability of claim arising out of provident fund coverage to contract labours during the currency of the contract or in future, will be discharged by the Sub-Contractor as per provisions of the Employee's Provident Fund and Misalliance Provision Act, 1952 and other acts and rules applicable in respect of the Contract for which this indemnity bond has been executed.
3. That if the Sub-Contractor / Associate fails to provide any amenity required to be provided by them under the above said acts, for the benefit of the contract labour engaged by the Sub-Contractor / Associate within the time prescribed, the Contractor is hereby authorized to deduct all expenses incurred by him in providing the amenity under the above said act from the running bill/ final bill any amount payable to the Sub-Contractor under any contract or as a debit payable by the Sub-Contractor to Contractor.
4. That this Indemnity given by the Sub – Contractor to the Contractor to indemnify all the expenses as mentioned above in respect of work awarded to and executed by the Sub-Contractor / Associate.
5. That the Sub- Contractor further declares to guarantee the faithful discharge of duties of the Sub-Contractor / Associate as mentioned in the above said acts. Further the Sub –Contractor hereby declare that they will ratify all the work got done by Sub-Contractor / Associate engaged by them as the work done by them and they will hold sole responsibility for the same.
6. That the said work was entrusted to the Sub- Contract by the Contractor and upon the explicit assurance of due performance of the works by the Sub-Contractor and upon its assurance to indemnity and keep indemnified the Contractor of all losses, damages, cost, charge and expenses arising out of the non-performance and / or defective performance of the said works which the Contractor may suffer of any non-payment of deduction which the principal Employer may make from the amount due to the Contractor, for the failure of the Sub-Contractor, in due performance of the work , for any reason whatsoever.
7. That the Sub- Contractor shall be liable to meet the liability in case of all claims for injury caused to any person, whether a workmen or not, while on duty or up on the works at the site and neither the Principal Employer not the Contractor shall be bound or liable to defend any claim brought under the Workmen's Compensation Act, 1923 or any other law or Amendment thereof and shall not be liable to pay the same.
8. That if the Principal Employer or the Contractor is held liable under Para -4 above , the Contractor shall further be entitled to recover the amount paid by way of compensation under the aforesaid Act, or under any other law by deducting the same from the Security Deposit of the Sub-Contractor or from any other sum due to him/ them from the Contractor as per Contractor's , this contract or any other contract or on any other account whatsoever.
9. That this indemnity given by the Sub-Contractor to the Contractor to indemnify the Contractor of all the expenses as mentioned above or any losses in relation the works awarded to and to be executed by the Sub- Contractor shall be a continuing one and is irrevocable.

10. That the Sub-Contractor further declares and guarantees the faithful discharge of duties of Sub-Contractors / Associates as mentioned in above said Acts, Further the Sub-Contractor hereby declares that they will rectify all the work got done by the Sub- Contractor, and will be having sole responsibility for the same.

11. The expression “ Principal employer “ , “ Contractor “ and “ Sub- Contractor” shall be given the meaning as assigned to them under the Contract Labour

(Regulation & Abolition) Act 1970 and shall include their successor

assigns, heirs and legal representatives.

In Witness whereof, we **M/s** _____, the above named Sub-Contractor / through duly constituted attorney of the above named Sub-Contractor, have hereby signed at the 4th day of January 2009 in presence of the witnesses at Kahalgaon.

Signature of the Sub- Contractor

Witnesses:

1. Signature

Name and Address.

2. Signature

Name and Address