



भारत भारी बिजलीय सामान
(भारत भारी बिजलीय सामान लिमिटेड)

Bharat Heavy Electricals Limited Industry Sector, Transmission Business Group

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Dated : 25. 05.06

AMENDMENT NO. 1

Sub : Alteration of Special conditions of contract to our tender (NIT 1579) for civil works.

Ref our tender No.TBSM/SP/LN/MT?HVPNL/Civil/Tender dated 03.05.06 hosted on our website www.bhel.com for the execution of civil works at Selampur, Lohana & Mathana in Haryana . In partial amendment to the tender specification, following are placed for notice of interested bidders;

1. Payment Terms:

Refer Clause No.C29.5 &29.6 of NIT

The existing tender condition for release of last 5% payment is as follows:

“2.5 % payment shall be payable on completion of all pending work, rework wherever required, site clearing and reconciliation of materials as certified by the site in charge.

The final payment of 2.5% so retained would be released only on successful completion of **performance and guarantee tests** and on taking over by BHEL/ the client of BHEL or on **successful commissioning of the switchyard** against the submission of bank guarantee of equivalent amount valid for 2 months after handling over of the switchyard. “

The above conditions of NIT is now modified and shall now be read as mentioned below:

- A. 2.5% payment shall be released along with the final bill on completion of total work as certified by BHEL site.
- B. Balance 2,5% of payment shall be released on completion of guarantee period. However these retention money can be released on submission of B.G. of equivalent amount valid till guarantee period.

The contractor shall **guarantee** the work under the scope of the contract for a period of 12 months from the date of start of the guarantee period as certified by BHEL site (i.e completion of total work under the scope and or taking over by BHEL/owner),and shall rectify free of cost all defects due to faculty supply or work done. In case the contractor fills to repair/ replace the defective work within the time specified by BHEL, BHEL may proceed to undertake such repair/replace such defective work at contract's risk and cost without prejudice to any other right and recover the sum from security deposit/BG/ any dues.

2. Over Run Charges

Clause No C27.0 “No over run compensation will be payable” stands modified and shall be read as:

In case due to reasons not attributable to the contractor, the works get delayed and the scheduled completion gets extended, the contractor shall not be entitled for any over run compensation for a period of 3 months beyond the original contract period. In case of scheduled completion gets extended beyond this grace period of 3 months as stated above, fixed overrun compensation shall be suitably paid based on mutual agreement between BHEL & vendor. However, the decision of BHEL will be final and binding on the vendor:

3. Extra/Additional Item of Work

Clause No. C-10.2.2 & C-10.3 stands modified and shall be read as :

If any extra or additional items, which are not incorporated in the BOQ schedule, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following

- 3.1.0 If the items are not covered under price schedule, the rates have to be agreed upon mainly on the basis of prevailing market rates for which all documentary evidences as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.
- 3.1.1 Under no circumstances the contractor shall suspend the work on the plea of non- settlement of rates falling under the clause or claim any compensation on that account.
- 3.1.2 BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.
- 3.1.3 The contractor, on receipt of drawing from BHEL, shall inform BHEL(within 15 days) the rate / rates of item/items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including prevailing market rates.

In view of the above changes, interested bidders are requested to submit the revised price offer in separate sealed cover by 01.06.06 after taking into account all the above amendments and additional items to the office mentioned below.

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