



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

### TCN - 02

Ref: PSER:SCT:KLN-C1865:TCN-02

Date: 12-12-2017

Sub	Tender Change Notice (TCN) - 02.	
Job	PACKAGE-12: Construction of 275 M tall twin flue GRP liner RCC chimney and other incidentals complete as detailed in the specification including raft foundation at 2x660 MW Maitree STPP, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-C1865:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT-KLN-C1865:6285, Date: 21-11-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT-KLN-C1865:TCN-01, Date: 24-11-2017.
	4.0	Other References, if any.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. Revision/ modification to Volume-IA-GCC and Volume-IB-GCC is attached vide Annexure-A to TCN-02.
2. Clarifications to bidder's query is attached vide Annexure-B to TCN-02.
3. Revised **Volume-IF-TCC-CML-Rev-01** is attached herewith, superseding Volume-IF-TCC-CML-Rev-0 issued earlier along with NIT. However, bidder shall go through entire volume before submitting their bid.
4. Revised BOQ cum Price Schedule, **VOLUME-III-PRICE SCHEDULE-R-02** is attached superseding VOLUME-III -PRICE SCHEDULE-R-01 issued earlier along with TCN-01. Bidder shall quote as per this revised Volume-III, Rev-02 only. Bidders are also requested to submit a declaration in techno - commercial offer that they have submitted their price bid as per **REVISED price schedule** format (**VOLUME-III- PRICE SCHEDULE, REV-02**).
5. Due date of submission of offer is extended from 12-12-2017 to **20-12-2017 (15-00 hrs)**. Bidders are requested to submit their offer by extended due date positively.
6. Revised 'No deviation certificate' is attached. Bidder to submit '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

Sr. Engineer (SCT)

Encl: As above.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398000

**AMENDED/ REVISED TERMS****CLAUSE  
NO****DESCRIPTION****VOLUME-IA-GCC (SUPPLY)**

**New clauses have been introduced under Volume-IA-GCC superseding all pertinent clauses of risk and cost.**

44.1

Risk and cost may be invoked in any of the following cases:

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* Balance scope of work/ supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be

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considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.

**LD against delay in executed work/ supply in case of Termination of Contract:**

LD against delay in executed work/ supply shall be calculated in line with LD clause no. 12.2.1 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work/supply till the time of termination of contract= X
- iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work/supply attributable to contractor i.e.  $T2=[1-(X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 12.2.1) of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

44.2

**Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

**VOLUME-IB-GCC (SERVICE)**

**Clause no. 2.7.2 and 2.7.3 of Volume-IB-GCC shall be revised as follows:**

2.7.2.1

To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. T2=[1-(X/Y)] x T1
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2

In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.3

**Recoveries arising out of Risk & Cost and LD or any other recoveries due from**

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**Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

**ANNEXURE-B TO TCN-02**

**JOB: PACKAGE-12: Construction of 275 M tall twin flue GRP liner RCC chimney and other incidentals complete as detailed in the specification including raft foundation at 2x660 MW Maitree STPP, Rampal, Bangladesh.**

**TENDER NO - PSER:SCT:KLN-C1865:17**

**CLARIFICATION OF BIDDER'S QUERY**

Sl. No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's Clarification
1	FILE-2.2-SCT-KLN-C1865-TCN-01-VOL-IF-DWG-LOADING OF FLUE GAS DUCT		Please specify GRP Stack diameter to be considered.	Tentative internal diameter of GRP flue liner is 7.3 m. Final diameter shall be provided during detailed engineering.
2	FILE-2.2-SCT-KLN-C1865-TCN-01-VOL-IF-DWG-LOADING OF FLUE GAS DUCT		Overall height of RCC Chimney is mentioned. However, height of GRP Stack is not mentioned.  Please specify height of GRP Stack to be considered.	Height of GRP flue liner, is from EL(+)+41.0 m to EL(+)+275 m. GRP duct below EL(+)+41.0 m to FGD outlet is 60m(Approx.) for each unit.
3	PQ Criteria 2.2.4	ERECTION/INSTALLATION OF GRP CHIMNEY/STACK LINER OF AT LEAST 220 METER FOR ANY PROJECT.	ERECTION/ INSTALLATION OF GRP CHIMNEY/STACK LINER OF AT LEAST 180 METER FOR ANY PROJECT.  In Europe, most of Chimneys have 150-180 Meter Height. In India, 220M high Chimney with FRP liner has not been constructed till date. We request you to <del>please send Clarification</del>	Bidder is required to provide document for erection of at least 220m chimney/stack liner for any project. It is a longitudinal length of the chimney liner, not height/elevation.
4	PQ Criteria 2.2.5	BIDDER WHO DO NOT MEET THE ABOVE CRITERIA OF DESIGN/ENGINEERING & ERECTION AS PER SL NO. 2.2.3 & 2.2.4 ABOVE, MAY ASSOCIATE WITH AGENCIES FOR DESIGN/ ENGINEERING & ERECTION OF GRP CHIMNEY / STACK LINER. HOWEVER, THE NO. OF SUCH AGENCIES SHALL NOT EXCEED 2 NOS. SUITABLE CREDENTIAL ..... ABOVE SHALL BE SUBMITTED.	BIDDER WHO DO NOT MEET THE ABOVE CRITERIA OF MANUFACTURE /SUPPLY, DESIGN/ENGINEERING & ERECTION AS PER SL NO. 2.2.2, 2.2.3 & 2.2.4 ABOVE, MAY ASSOCIATE WITH AGENCIES FOR MANUFACTURE /SUPPLY, DESIGN/ ENGINEERING & ERECTION OF GRP CHIMNEY / STACK LINER. HOWEVER, THE NO. OF SUCH AGENCIES SHALL NOT EXCEED 3 NOS.	Shall be as per tender provision
5	PQ Criteria 3.4	CONSORTIUM PARTNER SHALL COMPLY WITH BALANCE CRITERIA AT SL. NO. 2.2.2, 2.2.3 AND 2.2.4 ABOVE.	CONSORTIUM PARTNER SHALL COMPLY WITH SL. NO. 2.2.2 OR 2.2.3 OR 2.2.4 OR 2.2.2, 2.2.3 AND 2.2.4 ABOVE.	Shall be as per tender provision
6	General		Request to please send us GA & other drawings of Chimney to enable us to assess the work.	Documents shall be provided to the successful bidder during execution.

**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	<b>PACKAGE-12:</b> Construction of 275 M tall twin flue GRP liner RCC chimney and other incidentals complete as detailed in the specification including raft foundation at 2x660 MW Maitree STPP, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-C1865:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT-KLN-C1865:6285, Date: 21-11-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT-KLN-C1865:TCN-01, Date: 24-11-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT-KLN-C1865:TCN-02, Date: 12-12-2017.
	5.0	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/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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