



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 05

Ref: PSER:SCT:KLN-M1864:TCN-05

Date: 26-12-2017

Sub	Tender Change Notice (TCN) - 05.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Commissioning etc. of Water Treatment Plant Packages for 2x660 MW Maitree STPP, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-M1864:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M1864:6286 Date: 21-11-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-M1864:TCN-01 Date: 08-12-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KLN-M1864:TCN-02 Date: 12-12-2017.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:KLN-M1864:TCN-03 Date: 18-12-2017.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KLN-M1864:TCN-04 Date: 23-12-2017.
	7.0	Other References, if any.

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

- 1) Revised Special Conditions of Contract (Supply), **Volume-IC-Rev-02** is attached herewith, superseding Special Conditions of Contract (Supply), Volume-IC-Rev-01 issued earlier along with TCN-01. (Revision in cl. no. 2.0, 15.0, 17.0, 20.17, 28.0 & 29.0). However, bidder shall go through entire volume before submitting their bid.
- 2) Revised Special Conditions of Contract (Service), **Volume-ID-Rev-02** is attached herewith, superseding Special Conditions of Contract (Service), Volume-ID-Rev-01 issued earlier along with TCN-01. (Revision in cl. no. 25.0). However, bidder shall go through entire volume before submitting their bid.
- 3) Revision/ modification to Volume-IA-GCC and Volume-IB-GCC is attached vide Annexure-A to TCN-05.
- 4) Amendment-1 to Technical Specification for WATER TREATMENT PACKAGES (PTP, ETP, STP, CWT, GAS CHLORINATION, SOLID WASTE MANAGEMENT) is attached vide **Annexure-B** to TCN-05.
- 5) Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 6) 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, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339 8236

AMENDED/ REVISED TERMS	
CLAUSE NO	DESCRIPTION
VOLUME-IA-GCC (SUPPLY)/ VOLUME-IB-GCC (SERVICE)	
New clauses have been introduced under Volume-IA-GCC/ Volume-IB-GCC superseding all pertinent clauses of risk and cost.	
1.0 (TCN-05-GCC)	<p>Risk and cost may be invoked in any of the following cases:</p> <ol style="list-style-type: none"> 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. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 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. Termination of Contract on account of any other reason (s) attributable to Contractor. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor. <p><u>Risk & Cost Amount against Balance Work:</u></p> <p>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</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* 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.</p> <p>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.</p> <p>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.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase 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</p>

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.

2.0
(TCN-
05-GCC)

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.

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, Commissioning etc. of Water Treatment Plant Packages for 2x660 MW Maitree STPP, Rampal, Bangladesh.	
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	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KLN-M1864:TCN-04 Date: 23-12-2017.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KLN-M1864:TCN-05 Date: 26-12-2017.
	8.0	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)