



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**TCN - 06**

Ref: PSER:SCT:JBA-B867:TCN-06

Date: 22-08-2008

|     |  |   |
|-----|--|---|
| Sub | Tender change notice (TCN) 06.   |   |
| Job | Erection and Commissioning of Electrostatic Precipitator including allied Insulations at 1x120 MW (BTG) Jojobera Unit#5 Extension Project, Jojobera, JHARKHAND |   |
| Ref | 1.0  | Tender no PSER:SCT:JBA-B867:08.   |
|     | 2.0  | BHEL's NIT vide reference no PSER:SCT:JBA-B867:08, dated 29-04-2008.          |
|     | 3.0  | BHEL's TCN-01 vide reference no PSER:SCT:JBA-B867:08:TCN-1, dated 20-05-2008. |
|     | 4.0  | BHEL's TCN-02 vide reference no PSER:SCT:JBA-B867:08:TCN-2, dated 30-05-2008. |
|     | 5.0  | BHEL's TCN-03 vide reference no PSER:SCT:JBA-B867:08:TCN-3, dated 10-06-2008. |
|     | 6.0  | BHEL's TCN-04 vide reference no PSER:SCT:JBA-B867:08:TCN-4, dated 20-06-2008. |
|     | 7.0  | BHEL's TCN-05 vide reference no PSER:SCT:JBA-B867:08:TCN-5, dated 21-07-2008. |

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

- 1.0 Amendment of PVC & ORC clauses as per Annex-1 of TCN-06.
- 2.0 TENDER SPECIFICATION NO.PSER:SCT:JBA-B808:07 in Vol-II shall be read as "TENDER SPECIFICATION NO.PSER:SCT:JBA-B867:08"

All other terms & conditions shall remain unchanged.

Based on above, offer shall be submitted by revised due date, ie 08-09-2008.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

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 : 23211691

Volume - II, Clause No:46.0 shall be read as below:

**46.0 PRICE VARIATION CLAUSE:-**

|      |   |
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| 46.1 | After the 'Base Date', and/ or during the progress of work, the monthly price adjustment amount of the contract price will be computed as per the formula given below. The base date shall be reckoned as latest due date of submission of offer.   |
| 46.2 | $ER = ER_1 - ER_0$ .  |
| 46.3 | <p>ER<sub>1</sub> will be computed as follows.</p> $ER_1 = ER_0 \left( 0.15 + 0.85 \frac{L_1}{L_0} \right)$ , where<br>$ER$ = Adjustment to contract price payable to the contractor for each billing.<br>$ER_1$ = Adjusted amount payable/recoverable to the contractor of contract price for each billing.<br>$ER_0$ = Value of work done in the billing period.  |
| 46.4 | <p>The payment of price adjustment amount so computed shall be made against a separate invoice linking the corresponding invoice (gross RA bill amount) after retaining the prorate amount due on completion of guarantee/ final bill (as per payment terms of tender). The amount so retained shall be paid on successful completion of guarantee/ final bill (as per payment terms of tender).</p> <p><math>L_0</math> = All India Consumer Price Index for Industrial Workers (All India Average) as published by Labour Bureau, Simla, Government of India as on base date.</p> <p><math>L_1</math> = All India Consumer Price Index for Industrial Workers (All India Average) as published by Labour Bureau, Simla, Government of India for the month of work done.</p> |
| 46.5 | Total PVC payable / recoverable against the contract shall have an overall ceiling of 12% of the contract price.  |
| 46.6 | The quantum of such price variation amount per month shall be restricted to the ceiling percentage for each RA Bill amount. The final adjusted amount of PVC will be paid along with the final bill.  |
| 46.7 | The contractor shall produce necessary Government Notifications/ RBI Bulletins of above component for receiving payment from BHEL/ refund to be made to BHEL, as required, in the formula mentioned above.  |
| 46.8 | The contractor will be required to raise bills for PVC payment on monthly basis along with RA Bill irrespective of the fact whether, any increase/ decrease in price/ index has taken place or not.   |
| 46.9 | PVC shall be admissible up to the original completion period of tender.   |

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Volume - II, Clause No:49.0 shall be read as below:

**49.0 - OVER RUN CHARGE**

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| 1.0 | In case, due to reasons not attributable to the contractor, the work gets extended beyond original completion period, stipulated in tender, the contractor shall be entitled for over run compensation (ORC).  |
| 2.0 | ORC shall be applicable as per following.  |
| 2.1 | The rate/ price of balance part of job beyond normal completion period shall be revised by 10 % from 1 <sup>st</sup> month of extended period. This revised rate shall remain valid for one year.  |
| 2.2 | The above revised rate shall be further revised by 10 % per year in the subsequent years and this re-revised rate shall remain valid for one year and so on till completion of contract.   |
| 3.0 | During the extended period, contractor shall maintain their resources as per mutually agreed program. However, the contractor have to deploy additional resources, if required, to complete the job within the re-scheduled completion period.   |
| 4.0 | Payment of ORC shall be subject to compliance to following condition.  |
| 4.1 | Contractor shall maintain minimum resources as per agreed program and certified by BHEL.   |
| 4.2 | Contractor shall achieve the target as per agreed program.   |
| 4.3 | <p>The example is indicated below:</p> <p>Rate/Price of Balance job on contractual completion date = A, Say</p> <p>Revised Rate during the 1<sup>st</sup> Year after contractual completion date= 1.1 A</p> <p>Revised Rate during Second Year after contractual completion date<br/>PLUS One Year = 1.21 A</p> <p>And so on for subsequent period if applicable.</p> <p><b>NOTE:</b></p> <p>(a) Enhanced rate shall not be applicable during the period in extension where reasons for delay are attributable to vendor as explained below :</p> <p>Contract period extended - 8 Months, say<br/>(Out of 8 Months delay, supposing vendor is responsible for 3 months delay and BHEL is responsible for 5 months delay)</p> <p>Revised Rate 1.1 A shall come into effect on expiry of contract period plus 3 months.</p> <p>Revised rate 1.1A shall be in force for One Year thereafter.</p> <p>(b) For further extension if any, for application of ORC, above logic shall be applicable after evaluating the reasons of delay.</p> <p>That is, the revised rate for 2<sup>nd</sup> year shall come into effect on expiry of delay period attributable to the vendor during first year. i.e, extended period.</p> <p>Contract Period + Vendor Delay (3Month in above case) + One year + Vendor delay during one year extended period.</p> <p>This revised rate 1.21A shall remain in forces for one year thereafter.</p> <p>And so on.</p> |

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