



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 14

Ref: PSER:SCT:KLN-M1862:TCN-14

Date:12-01-2018

Sub	Tender change notice (TCN) 14
Job	Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc of complete IDCT Pkg for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
Ref	1.0 Tender no PSER:SCT:KLN-M1862:17
	2.0 BHEL's NIT, vide reference no PSER:SCT:KLN-M1862:6223 Dated 27-10-2017
	3.0 BHEL's TCN-01, vide reference no PSER:SCT:KLN-M1862:TCN-01, Dated 16-11-2017.
	4.0 BHEL's TCN-02, vide reference no PSER:SCT:KLN-M1862:TCN-02, Dated 22-11-2017.
	5.0 BHEL's TCN-03, vide reference no PSER:SCT:KLN-M1862:TCN-03, Dated 24-11-2017.
	6.0 BHEL's TCN-04, vide reference no PSER:SCT:KLN-M1862:TCN-04, Dated 29-11-2017.
	7.0 BHEL's TCN-05, vide reference no PSER:SCT:KLN-M1862:TCN-05, Dated 02-12-2017.
	8.0 BHEL's TCN-06, vide reference no PSER:SCT:KLN-M1862:TCN-06, Dated 04-12-2017.
	9.0 BHEL's TCN-07, vide reference no PSER:SCT:KLN-M1862:TCN-07, Dated 12-12-2017.
	10.0 BHEL's TCN-08, vide reference no PSER:SCT:KLN-M1862:TCN-08, Dated 16-12-2017.
	11.0 BHEL's TCN-09, vide reference no PSER:SCT:KLN-M1862:TCN-09, Dated 19-12-2017.
	12.0 BHEL's TCN-10, vide reference no PSER:SCT:KLN-M1862:TCN-10, Dated 27-12-2017.
	13.0 BHEL's TCN-11, vide reference no PSER:SCT:KLN-M1862:TCN-11, Dated 01-01-2018.
	14.0 BHEL's TCN-12, vide reference no PSER:SCT:KLN-M1862:TCN-12, Dated 02-01-2018.
	15.0 BHEL's TCN-13, vide reference no PSER:SCT:KLN-M1862:TCN-13, Dated 05-01-2018.
	16.0 All other pertinent issues till date.

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

- 1.0 Revised Volume-IC&1D,R-1, superseding Volume-IC&1D,Rev-0 issued earlier with NIT (Introduction of CI No 6.9-Other Terms). However, bidder shall go through entire volume before submitting their bid.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HYEAVY ELECTRICALS LTD

DY MGR (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 : 23211691, 23398000

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 complete IDCT Pkg for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-M1862:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M1862:6223 Dated 27-10-2017
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	15.0	BHEL's TCN-13, vide reference no PSER:SCT:KLN-M1862:TCN-13, Dated 05-01-2018.
	16.0	BHEL's TCN-14, vide reference no PSER:SCT:KLN-M1862:TCN-14, Dated 12-01-2018.
	17.0	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)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALLAKE CITY, KOLKATA - 700 091

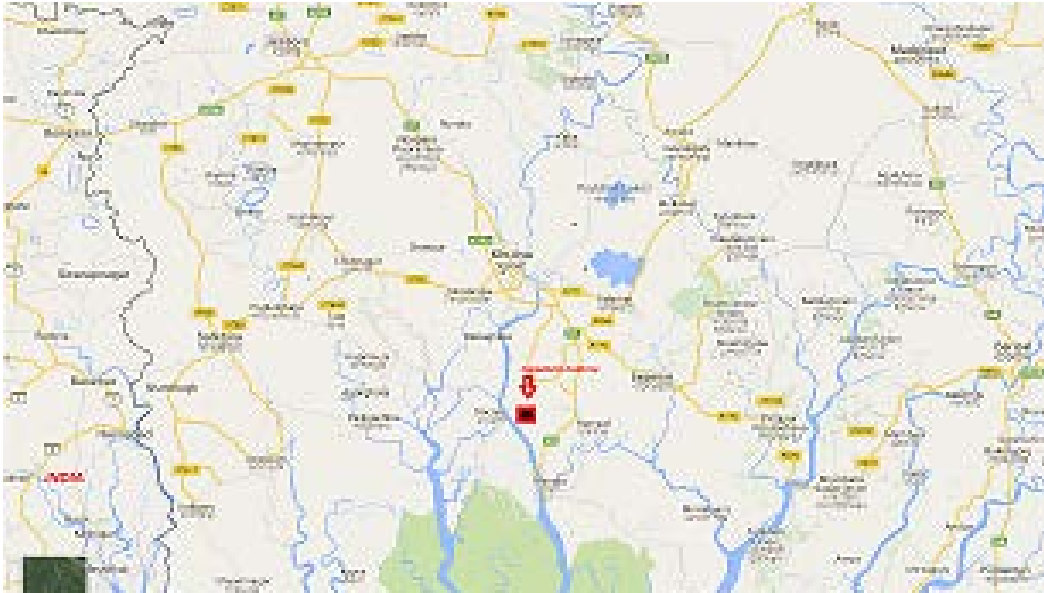
फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339-8231

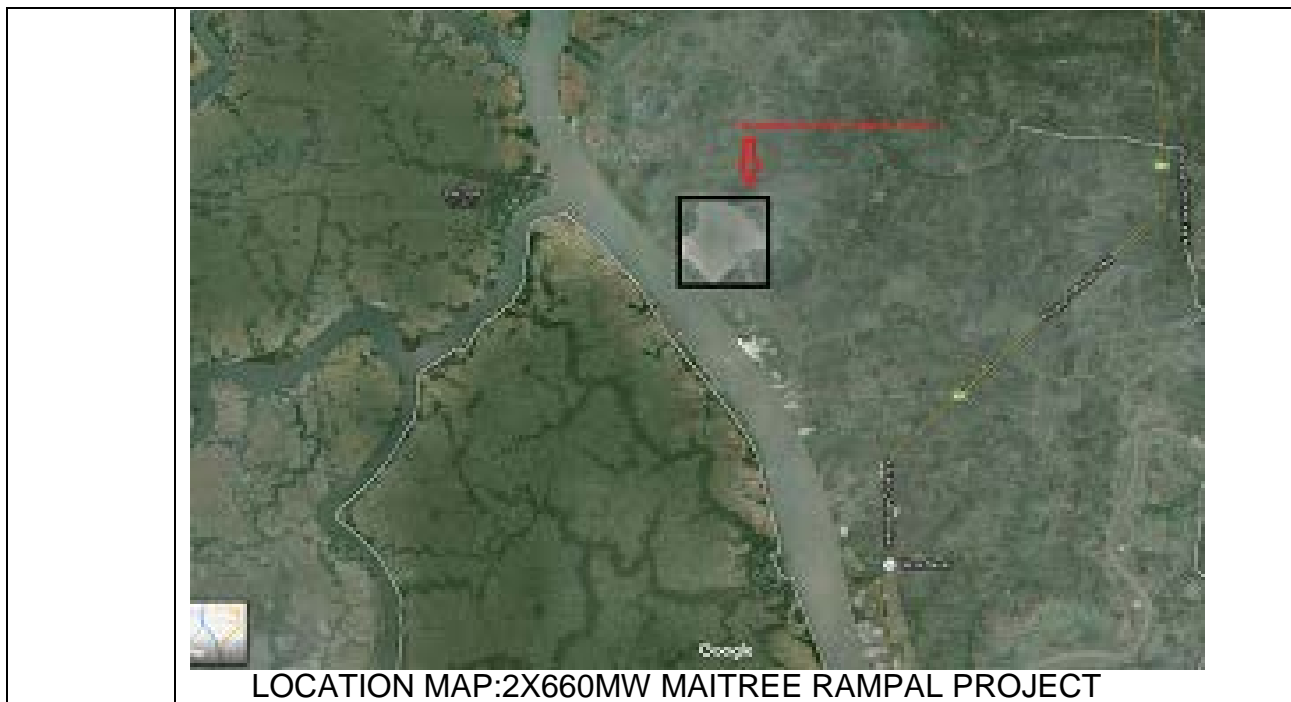
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5.0	EVALUATION OF BID
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This volume shall be construed as part of tender document and shall be read along-with other volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volumes, the same shall be brought out by the bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of tender. This volume is common for both supply & service parts.

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	<p>The 2x660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh.</p> <p>The Bidder shall acquaint himself by a visit to the site, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data / information as may be necessary shall have to be obtained / collected by the Bidder.</p> <div style="text-align: center;">  </div> <p style="text-align: center;">LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT</p>



1.2	APPROACH TO SITE	
	<p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>	
1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)	
2.0	NAME OF WORK	
2.1	<p>Total scope broadly covers design, engineering, manufacturing, inspection, testing, painting, supply/ delivery duly packed at project site including freight, receipt, unloading, storage & handling at site, supervision of civil works, erection, commissioning, final painting at site, trial run, handing over, etc. in line with drawings/ documents/ test procedures approved by BHEL/ customer, for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for Induced Draft Cooling Tower package, complete with all accessories, including supply of consumables, erection & commissioning spares, special tools & tackles for maintenance, mandatory spares, for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.</p>	
2.2	The drawings/ documents issued are for tender purpose only.	
3.0	SCHEDULE OF SUPPLY & EXECUTION	
3.1	<p>Successful bidder shall furnish L-1, L-2/ L-3 schedule indicating break-up of start & finish dates of design & engineering, manufacturing/ supply (including main scope, spares, as applicable), erection, commissioning, handing over, etc within stipulated completion periods (Supply part & Service part) matching with project schedule, for approval of BHEL. The successful bidder should also ensure monitoring of these activities on daily/ weekly/ monthly basis, whenever required by BHEL. The project schedule might undergo revision/ modification periodically, for which the successful bidder may have to prepare/ modify construction schedule periodically in consultation with BHEL, so as to match with revised project milestones.</p>	
3.2	Milestone schedule of the project.	
	Milestone	Schedule
3.2.1	Boiler erection start.	24th May 2018
3.2.2	Condenser erection start.	24th Jan 2019
3.2.3	Turbine erection start.	24th Feb 2019

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3.2.4	Hydro test (Drainable).	24th Jun 2019
3.2.5	TG Box-up.	24th Feb 2020
3.2.6	Boiler light-up	24th Mar 2020
3.2.7	Chemical cleaning complete.	24th Apr 2020
3.2.8	Turbine on Barring gear.	24th May 2020
3.2.9	Steam blowing	24th Jun 2020
3.2.10	Synchronization.	24th Aug 2020
3.2.11	Reliability Run	24th Dec 2020
3.2.12	PAC	24th Jan 2021
3.2.13	Completion of Facilities & Hand Over	24th Feb 2021
4.0	DIVISIBLE CONTRACT	
4.1	Bidder shall note that separate orders shall be placed for (a) Supply part, (b) Services part, & (c) Mandatory Spares. Security Deposit, Performance Bond, etc., shall be calculated for respective orders separately and successful bidder shall submit accordingly.	
4.2	Notwithstanding anything stated elsewhere in the tender, the contract to be awarded on the basis of supply & service contract (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & service, the supply portion of the contract will correspond to the price of supply part of price schedule, and service portion of contract will correspond to the price of service part of price schedule.	
4.3	But the two contract shall not in any way dilute the responsibility of the successful bidder for the successful completion of job as per tender and both contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the successful bidder.	
4.4	The title of ownership of goods to be supplied shall pass on to the owner on dispatch ex-works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over, the goods shall remain with the custody of the successful bidder.	
5.0	EVALUATION OF BID	
	Bidders should quote prices as per format supplied in the tender. Bids shall be evaluated based on total price quoted (supply & services) including any loading of price as mentioned in technical specification/ SCC/ Price Schedule, as applicable.	
6.0	OTHER TERMS	
6.1	Drawings issued, if any, are for tender purpose only. No additional financial implication will be entertained by BHEL at a later date on account any alteration to this, except otherwise specifically addressed in the tender.	
6.3	Successful bidder shall provide temporary barricade all around the working area to avoid any untoward incident, as per guideline of customer.	
6.4	Successful bidder shall strictly comply with the HSE guidelines of BHEL & customer and follow the security aspect of the project. Relevant document of the tender shall be referred in these regards.	
6.5	Any other non-conformity noticed w.r.t. to customer's guidelines, but not listed in the tender, will also be fined. Decision of BHEL in this regard is final & binding on successful bidder. For this purpose, it is prudent that bidder visit site prior to offer submission and get acquainted with local environment, customer's guideline, etc. No claim successful bidder, whatsoever, at a later date will be entertained by BHEL. The amount will be deducted from bills of the successful bidder The amount collected on the above will be utilized for giving award to the employees of various agencies working at site who could avoid accidents by following safety rules and for improving the safety at site. Such award will be decided by the committee consisting of employees of agencies working within the project and be awarded in presence of BHEL representative.	
6.6	The successful bidder shall make arrangement at their own cost for necessary access to the work site from common access road.	
6.7	The security and safety laws/ guidelines as applicable from time to time shall have	

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VOLUME-IC&ID, R-1	COMMON SPECIAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PAGE 5 OF 5

	to be strictly followed by the successful bidder. For this purpose, it is prudent that bidder visit site prior to offer submission and get acquainted with local environment, customer's guideline, etc. No claim successful bidder, whatsoever, at a later date will be entertained by BHEL.
6.8	For materials supplied by the successful bidder for the project, entry gate pass duly signed & stamped, as per guidelines of the project, to be submitted positively for record purpose.
6.9	Successful Bidder shall note that “ No announcements, press releases, handouts or photographs for publication etc. relating to the agreement/ purchase-order/ work-order or any part of the Supply/Work shall be issued or released without BHEL's prior written approval.”