



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN – 01

Ref: PSER:SCT: NKP-M1738:TCN-01

Date: 06-04-2016

Sub	Tender change notice (TCN) 01	
Job	Design, Engineering, Manufacturing, Supply/Delivery, Erection, Commissioning, Trial Run, Handing Over to Customer etc of WATER TREATMENT PACKAGES (PRE TREATMENT PLANT, EFFLUENT TREATMENT PLANT & SEWAGE TREATMENT PLANT) including supervision of civil construction work for 3X 660 MW North Karanpura Super Thermal Power Project at Jharkhand.	
Ref	1.0	Tender No. PSER:SCT:NKP-M1738:16
	2.0	BHEL's NIT, vide reference no PSER:SCT: NKP-M1738:4966, dated 05-04-2016.
	3.0	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 the offer.

- 1.0 Volume-IC&ID-Common SCC of the tender document attached as per attached Annexure-A.
- 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 HEAVY ELECTRICALS LTD

SR.ENGR (SCT)

Encl

- 1.0 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(D)

ANNEXURE-A TO TCN-01		
TENDER NO PSER:SCT:NKP-M1738:16		
VOLUME-IC&ID, REV-00	COMMON SPECIAL CONDITIONS OF CONTRACT (SUPPLY & SERVICE)	PAGE 1 OF 4

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This volume shall be construed as part of tender document and shall be read along-with others 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 volume, 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>GENERAL INFORMATION</p> <p>Project name : North Karanpura Super Thermal Power Project</p> <p>Name of the Owner : NTPC</p> <p>Capacity : 3 x 660 MW</p> <p>Nearest Railway Station : Khalaria Railway Station on Ranchi Garhwa section of Eastern Railways (40 km from Project site)</p> <p>Nearest Town : Tandwa in Chatra District</p> <p>Nearest commercial airport : Ranchi (150 km from Project site)</p> <p>The site is located near Tandwa town having latitude and longitude of about 230 50' N to 230 52' N and 84059' E to 850 2' E respectively.</p> <p>It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given herein is for general guidance and shall not be contractually binding on BHEL.</p>
1.2	<p>SITE VISIT</p> <p>The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.</p>
2.0	NAME OF WORK
2.1	The scope in brief covers design, engineering, manufacturing, fabrication, assembly, inspection & testing at vendor's & sub-vendor's works, painting, forwarding, supply and delivery at site including start up and commissioning spares, mandatory spares, operation & maintenance spares, as required, properly packed for transportation, loading/unloading / handling and storage at site, in site transportation, assembly, erection and commissioning, trial run, preparation and submission of drawing/documents including "As Built" drawings, site testing, carrying out performance guarantee tests at site and handover in flawless operating condition to end customer the entire WATER TREATMENT PACKAGE (PRE TREATMENT PLANT, EFFLUENT TREATMENT PLANT AND SEWAGE TREATMENT PLANT) including Supervision of civil works for Pre Treatment Plant & Effluent Treatment Plant for 3X660 MW NTPC NORTH KARANPURA STPP.
2.2	The drawings/ documents issued are for tender purpose only.
3.0	SCHEDULE OF SUPPLY & EXECUTION
3.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL site for kick-off meeting, to be held within 15 days of LOI at Noida/ Kolkata or any

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	other mutually agreed place, to discuss & firm up item-wise/ activity-wise schedule of service scope so as to complete the entire job within the stipulated completion period, matching with project requirement.
3.2	Based on the kick-off meeting, successful bidder shall submit, within 15 days of kick-off meeting, 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. Departure from such jointly agreed schedule might attract penalty as per terms of tender.
3.3	Successful bidder shall ensure monitoring of each activity on daily/ weekly/ monthly basis, whenever required by BHEL. The project schedule might undergo revision/ modification periodically, for which successful bidder may have to modify schedule periodically in consultation with BHEL, to match with revised project milestones.
3.4	Successful bidder shall submit daily work program based on project schedule. Deferment of above schedule is not acceptable. Successful bidder will adhere to schedule and resource planning to ensure completion as per schedule.
3.5	Progress reviews on entire activities will be held periodically as per direction of BHEL, at site/ Kolkata/ Noida. These meetings will be used as a forum for discussing all areas where progress needs to be expedited. Successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
4.0	DIVISIBLE CONTRACT
4.1	Bidder shall note that separate orders shall be placed for Supply part and Service part. 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 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, supply portion of the contract will correspond to the price of supply and service portion of contract will correspond to the price of service part of price schedule (Volume-III).
4.3	But the two contract shall not in any way dilute responsibility of successful bidder for 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 & cost of successful bidder.
4.4	Title of ownership of goods to be supplied shall pass on to owner on dispatch ex-works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over, goods shall remain with the custody of 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 & service) 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.
6.2	In addition to prevalent statutory laws, act, etc, successful bidder shall also take into account of statutory guidelines regarding The Building and Other Construction Workers (Regulation of Employment & Condition of Service) Act, 1996 along with associated Central/ State Govt Rules.
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 Access Control System regarding security aspect of the project.

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	Relevant document of the tender shall be referred in this regard.
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 of the 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 BHEL/Customer and to be awarded by BHEL.
6.6	The successful bidder shall make arrangement at their own cost for necessary access to their work site from common access road.
6.7	The security and safety laws/ guidelines as applicable from time to time shall have to be strictly followed by the successful bidder. For this purpose, it is prudent that bidder visit site prior to offer submission & get acquainted with local environment, customer's guideline, etc. No claim, whatsoever in this regard, at a later date from successful bidder, 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	Any statutory requirement / clearance required for Gas chlorination Plant from Govt. / Local Body shall be in bidder's scope.

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/Delivery, Erection, Commissioning, Trial Run, Handing Over to Customer etc of WATER TREATMENT PACKAGES (PRE TREATMENT PLANT, EFFLUENT TREATMENT PLANT & SEWAGE TREATMENT PLANT) including supervision of civil construction work for 3X 660 MW North Karanpura Super Thermal Power Project at Jharkhand.
01	Tender no PSER:SCT:NKP-M1738:16
02	BHEL's NIT, vide reference no PSER:SCT:NKP-M1738:4966 Date: 05-04-2016
03	BHEL's TCN-01, vide reference PSER:SCT: NKP-M1738:TCN-01, dated 06-04-2016
04	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 offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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