

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
2.0	BROAD SCOPE OF WORK
3.0	SITE VISIT
4.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
5.0	SERVICES TO BE RENDERED BY THE BIDDER
6.0	PROTECTION
7.0	ERECTION SERVICE
8.0	HEALTH, SAFETY & ENVIRONMENT
9.0	SPECIFIC REQUIREMENTS FOR ISO 9001
10.0	CUSTOM CLEARANCE
11.0	LAND
12.0	WATER
13.0	ELECTRICITY
14.0	FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER
15.0	PROJECT MANAGEMENT
16.0	CONSUMABLE
17.0	MME
18.0	TEST CERTIFICATE FOR T&P
19.0	ISSUE OF T&Ps
20.0	RECEIVING, TRANSPORTING, HANDLING AND STORAGE
21.0	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES AND BUILDINGS
22.0	EXPATRIATE PERSONNEL
23.0	RECONCILIATION OF MATERIALS
24.0	INSURANCE
25.0	EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)/BANK DETAILS
26.0	PAYING AUTHORITY
27.0	LAWS AND REGULATIONS
28.0	COMPLIANCE WITH APPLICABLE LAWS
29.0	COMPLETION PERIOD
30.0	CONSTRUCTION/ EXECUTION SCHEDULE
31.0	EXTENSION OF TIME FOR COMPLETION
32.0	TERMS OF PAYMENT
33.0	BILLING BREAK-UP
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
35.0	ESCALATION (PVC)
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
37.0	TAXES, DUTIES, ETC
38.0	BANKER & BANK CHARGES
39.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
40.0	GUARANTEE / WARRANTY, LATENT DEFECT LIABILITY & MAINTENANCE
41.0	CONTRACT RATE/ PRICE
42.0	TRAINING OF OWNER'S/ PURCHASER'S PERSONNEL
43.0	SUB-CONTRACTING
44.0	OTHER TERMS

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 2 OF 26

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.

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
	Total scope broadly covers receipt, unloading, & handling at site, 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 Fire Sealing System complete with all accessories for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
2.0	BROAD SCOPE OF WORK
2.1	The intent of this erection & commissioning specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the successful bidder of the responsibility of providing such services/ facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ price shall deem to be inclusive of all such contingencies.
2.2	The work to be carried out under scope of this specification covers complete work of handling including receipt from stores/ yard located within project premises, arranging their issue, transportation to site, if required, cleaning, preservative painting, erection, alignment, welding, leveling, adjustment etc all pre-commissioning tests, start-up & trial run of individual equipment, final commissioning including supply of erection & commissioning spares as required till handing over, trial run & handing over of units to BHEL/ customer including performance & guarantee (PG) test of unit, reconciliation of materials issued to successful bidder & returning unused materials to BHEL stores/ yard/ places designated by BHEL. The work shall conform to dimensions & tolerances given in various drawings & documents that will be provided during erection. If any portion of works is found to be defective in workmanship & not conforming to drawings/ documents or other stipulations, the successful bidder shall dismantle and redo the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from successful bidder's bills.
2.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality & workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
2.4	Omission of specific reference to any fabrication/ erection method, equipment or material necessary for proper & efficient working of the plant shall not relieve the successful bidder of the responsibility to provide such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in fabrication/ erection shall have to be rectified by successful bidder free of cost. Inspection by BHEL/ customer does not relieve successful bidder of their responsibility of executing quality erection.
2.5	Cement and steel for civil work, if involved, shall be provided by BHEL free of any charges.
2.6	Following shall be the responsibility of successful bidder and have to be provided within finally accepted rates/ prices.
2.6.1	Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated IMTEs (Inspection, measuring and testing equipment) as

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 3 OF 26

	specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.
2.6.2	Proper out-turn as per BHEL plan and commitment.
2.6.3	Completion of work as per BHEL schedule.
2.6.4	Good quality and accurate workmanship for proper performance of the equipment.
2.6.5	Repair and rectification.
2.6.6	Preservation/ re-conservation of all components during storage/ erection/ commissioning till handing over.
2.7	Drawings/ documents submitted along with tender are for guidance purpose only and no claim/ compensation, whatsoever, shall be entertained by BHEL on this account.
2.8	CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC The successful bidder shall arrange at his own cost the construction of his temporary office, stores, fabrication yards, labour colony etc. and also the watch & ward of all above.
3.0	SITE VISIT Bidder should visit site and acquire full knowledge & information about prevailing site conditions and in & around plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
4.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
4.1	Except where otherwise specified, the plant/ equipment shall comply with appropriate and agreed international Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
4.2	Where the bidder proposes alternative codes or standards, they shall include in their offer one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the tender.
4.3	In the event of any conflict between the codes & standards referred above, and the requirements of the tender, the requirements which are more stringent shall govern.
4.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the engineer.
4.5	Wherever specified or required the plant/ equipment shall conform to various Bangladesh statutory regulations wherever required, obtaining approval from statutory authorities for erection of plant/ equipment supplied under the specification shall be the responsibility of the successful bidder.
5.0	SERVICES TO BE RENDERED BY THE BIDDER Services for pre-assembly, equipment erection, testing as well as trial run & commissioning of various equipment & accessories under the contract shall include but not be limited to the following.
5.1	Unloading of materials at railway station/ transporter's godown/ railway siding/ inside or outside the project area, transportation to stores, assessment of lost/ damaged items in transit/ erection & commissioning, arranging the Insurance claims and replacement of lost/ damaged items. The successful bidder shall be responsible for making good the losses/ damages for cases for which BHEL is unable to lodge Insurance claim. BHEL is unable to recover to recover the full cost from Insurance company against any claims, the balance including deductible franchise wherever applicable, will be recovered from the successful bidder.
5.2	Issuing materials from store/ open yard as specified earlier from time to time for erection as per the construction programme. The shall be the custodian of all the materials issued till the plant/equipment is officially taken over by the owner/ BHEL after complete erection any successful trial run & commissioning.
5.3	Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this tender.
5.4	Trial run and commissioning of individual equipment/ sub-systems to the satisfaction of owner/ BHEL.
5.5	Deployment of all skilled and unskilled manpower required for erection, supervision

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 4 OF 26

	of erection, watch & ward, commissioning and other services to be rendered under this specification.
5.6	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this tender except otherwise specified.
5.7	Supply of all consumables, eg welding electrodes, cleaning agents, diesel oil, lubricant etc as well as materials required for temporary supports, scaffolding, etc as necessary for such erection work, unless specified otherwise.
5.8	Providing support services for the successful bidder's erection staff, eg, construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the successful bidder's custody, etc, as required.
5.9	Maintaining proper documentation of all the site activities undertaken by the successful bidder as per the proforma mutually agreed with BHEL, submitting monthly progress reports as also any such document as & when desired by BHEL/ owner, taking approval of all statutory authorities (Factory Inspector, Labour Commissioner, etc) as applicable for respective portions of work under the jurisdiction of such statutes of laws.
5.10	All the materials issued to the bidder by BHEL shall be reconciled by the bidder and the unused materials have to be returned back to BHEL stores/yard or any other place as specified by BHEL.
5.11	Supply and application of final paint on all the equipment to be erected is under the scope of the successful bidder.
5.12	After completion of the commissioning activity of equipment/ systems, the successful bidder shall prepare the test reports which shall include all the relevant information related to various commissioning checks, tests carried out, any deviations/ commissioning noticed wrt the intended design requirements, sequence of various commissioning activities as actually adopted vis-à-vis as recommended in the procedures, programme schedule achieved and any other such information as required. These test reports shall be submitted in requisite number of copies to BHEL/ owner/ successful bidder involved during the commissioning activities.
5.13	After commissioning, load testing of the cranes to be conducted at site. Required load for the same may be arranged by BHEL. However, successful bidder to organize transport of the loads from BHEL store. Similarly on completion of load testing, the loads need to be returned to BHEL store by the successful bidder.
5.14	On completion of erection, commissioning, etc, cranes need to be tested & certified by statutory authority for its safe operation. Successful bidder to arrange for such testing and certification within his quoted price.
5.15	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.
6.0	PROTECTION
6.1	Equipment having anti-friction or sleeve bearings shall be protected by weather tight enclosures. Coated surfaces shall be protected against impact, abrasion, discoloration and other damages. Surfaces which are damaged shall be repainted.
6.2	Electrical equipment, controls and instrumentations shall be protected against moisture and water damages. All external gasket surfaces & flange faces, couplings, rotating equipment shafts, bearings and like items shall be thoroughly cleaned & coated with rust preventive compound and protected with suitable wood, metal or other substantial type covering to ensure their full protection. All exposed threaded parts shall be greased & protected with metallic or other substantial type protectors.
6.3	All tubing and conduit connections on equipment and equipment openings shall be closed with rough usage covers or plugs. Female threaded openings shall be closed with rough usage covers or plugs or forged steel plugs. The closures shall be taped to seal the interior of the equipment. Open ends of piping, tubing and conduit shall be sealed and taped.
6.4	All erected equipment/ components to be preserved as per the recommendation of equipment manufacturer. For this type of preservation, successful bidder shall engage an exclusive team of persons for meeting the continuous requirement. All preservatives and consumables including wire brush, emery papers, painting brush

	etc to be supplied by the successful bidder within the quoted rate.
7.0	ERECTION SERVICE
7.1	As part of the overall project management activity, the successful bidder shall be responsible for proper co-ordination of erection activities during various phases of execution of the contract. The successful bidder shall identify a person designated as construction manager, with whom BHEL shall interact on matters related to execution of the contract. The construction manager shall be the single point contact person on behalf of the successful bidder. BHEL shall interact with the construction manager only on all matters on co-ordination between BHEL and the successful bidder.
7.2	The successful bidder shall confine all field operations to those works which can be reformed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc and during other unfavorable construction conditions. No field activities shall be performed by the successful bidder under conditions which might adversely affect quality & efficiency thereof, unless special precautions or measures are taken by the successful bidder in proper and satisfactory manner in the performance of such works and with the concurrence of the engineer. Such unfavorable construction conditions in no way relieve the successful bidder of their responsibility to perform the works as per the schedule.
7.3	The successful bidder shall supply all skilled workmen like welders, gas cutters, electricians, riggers, sarangs, erectors, fitters, instrument machines etc, in addition to other skilled, semi-skilled and unskilled workmen required for all the works of handling and transportation from site store to erection site, erection, testing and commissioning contemplated under this specification. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and the other personnel who will be employed by the successful bidder. BHEL reserves the right to insist on removal of any employee of the successful bidder at any time, if they find him unsuitable and the successful bidder shall forthwith remove him.
7.4	The supervisory staff employed by the successful bidder shall be technically qualified and experienced in the area of work. They shall ensure proper out turn of work and discipline on the part of labour put on the job by the successful bidder and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other agencies' of BHEL and BHEL's client/ consultant.
7.5	The successful bidder shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work a progress report of work as required by BHEL engineer.
7.6	The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The successful bidder and his personnel shall co-operate with other personnel, and other successful bidders, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
7.7	The successful bidder's supervisory staff shall execute the work in the most substantial & workman like manner within stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The successful bidder shall be responsible to ensure that assembly & workmanship conform to the dimensions & tolerance given in the drawing/ instruction given by BHEL engineer from time to time.
7.8	It is the responsibility of the successful bidder to engage his workman in shifts or on overtime basis for achieving the target set by BHEL during erection, commissioning and testing period. Bidder's quoted rate shall include all these contingencies.
7.9	For rendering commissioning assistance during running of the unit till handing over of the set, dedicated gang along with an exclusive supervisor need to be deployed by the successful bidder to attend the incidental works of commissioning as per the instruction of BHEL commissioning engineer. They shall be equipped with all necessary hand-tools to attend all the incidental works during commissioning.
8.0	HEALTH, SAFETY & ENVIRONMENT
8.1	Please refer attached HSE plan for sub-contractor for 2X660MW Maitree Super

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 6 OF 26

	Thermal Power Project. In addition to the above bidder shall also comply with below mentioned specific safety requirement for the project:
8.2	The successful bidder shall ensure adherence to the requirement of safety connected with this work. They shall provide necessary safety appliances to their workmen and supervisors and ensure use of the same to prevent loss of human lives, injuries to men engaged and damage to property and environment. Safety guidelines of BHEL/ customer shall be applicable.
8.3	Successful bidder shall obtain necessary work permits from BHEL/ customer prior to taking up any work on the system. He shall arrange for display of due and necessary caution notices/ boards, etc.
8.4	All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the statutory requirements / rules of Bangladesh. Only electricians licensed by the appropriate statutory authority shall be employed by the successful bidder to carry out all types of electrical work. All electrical appliances including portable electric tools used by the successful bidder shall have safe plugging system to source of power and be appropriately earthed.
8.5	The successful bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of damage, if any, to life & property arising out of such violation of statutory regulations shall be borne by the successful bidder.
8.6	In case of a fatal or disabling injury/ accident to any person at site due to lapse by the successful bidder, the victim and/ or his/ her dependants shall be compensated by the successful bidder as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the successful bidder and recover the same from payments due to the successful bidder for suitably compensating the victim and/ or his/ her dependants. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the successful bidder to present their case.
8.7	In case of any damage to property due to lapses by the successful bidder, BHEL shall have the right to recover cost of such damages from payments due to the successful bidder after holding an appropriate enquiry.
8.8	In case of any delay in the completion of a job due to mishaps attributable to lapses by the successful bidder, BHEL shall have the right to recover cost of such delay from payments due to the successful bidder after notifying the contractor suitably and giving them opportunity to present their case.
8.9	If the successful bidder fail to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/ or if the successful bidder fail to take appropriate safety precautions or to provide necessary safety devices & equipment or to carry out instruction regarding safety issued by BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the successful bidder after giving a notice of not less seven days indicating the steps that would be taken by BHEL.
8.10	The successful bidder shall submit report of all accidents, fires and property damage, dangerous occurrences to the BHEL official immediately after such occurrence but in any case not later than twelve hours of the occurrence. Such report shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the successful bidder to the authorized BHEL official time to time as prescribed
8.11	The successful bidder shall ensure that only asbestos-free materials including consumables are used/supplied at the project. Any material having asbestos content is forbidden in the project.
9.0	SPECIFIC REQUIREMENTS FOR ISO 9002
9.1	Successful bidders shall ensure that all their staff/ employees are exposed to periodical training programmes conducted by qualified agencies/ personnel on ISO 9002 Standards.
9.2	Successful bidder shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
9.3	Successful bidder shall ensure that all MME that are used, whether owned by the successful bidders or used on loan, are calibrated by the authorized agencies and

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 7 OF 26

	the valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by the successful bidder at site with its calibration status is to be submitted to BHEL Engineer for control.
9.4	Successful bidder shall ensure that fitness certificate of the tools & plants, that are in use, whether owned by successful bidder or issued on loan, are tested by authorised agency and valid fitness certificate is available for verification by BHEL.
9.5	Successful bidders shall arrange for the inspection of the works at various stages as required by BHEL. The successful bidders shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
10.0	CUSTOM CLEARANCE
10.1	The successful bidder shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Successful bidder's personnel.
10.2	All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Successful bidder. Further, if the Successful bidder is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Successful bidder.
10.3	Tools and equipment and other equipment of the Successful bidder for use during construction but which are to remain the property of the Successful bidder and which are to be exported by the successful bidder from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Successful bidder shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Successful bidder shall also be responsible for inland transport by barge/ truck/train to the Site.
11.0	LAND
11.1	Land will be provided free of cost by BHEL to the extent available/ considered necessary by BHEL to the successful bidder for their office, within plant premises. Availability of land within plant boundary is very limited and the successful bidder have to plan & use existing land considering use of land by other civil/ mechanical/ electrical successful bidders and storage of plant machineries & materials. The existing land shall be shared by all agencies.
11.2	The successful bidder shall furnish the estimated area required for the construction of his office, labour colony, etc. separately. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary, depending upon the area availability.
11.3	The successful bidder shall arrange at his own cost cleaning and grading of area allotted, construction of their temporary office, godown, fabrication yards etc. and also the watch & ward, etc.
11.4	The successful bidder will be responsible for handing back all lands, as allotted to them by BHEL/ customer.
12.0	WATER
12.1	BHEL will provide construction as well as potable water at one strategic point within plant premises, free of cost, to the successful bidder for successful bidder's site office, store.
12.2	Further necessary network for construction & drinking water system for construction work shall be arranged by the successful bidder at their own cost.
12.3	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the successful bidder shall claim no compensation for delay in work for such interruption. Successful bidder may make standby arrangement for water for which no separate payment shall be made by BHEL.
12.4	Successful bidder will have to arrange for storage of water to meet day-to-day requirement.
12.5	The availability of water (construction as well as drinking) in project site is limited. Successful bidder shall ensure that no water is wasted and shall take all necessary measure towards preservation of water. In this context, for proper utilization & to

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 8 OF 26

	avoid scarcity, successful bidder shall mandatorily construct storage facility of construction & potable water at site (Near work places).
12.6	Successful bidder shall take care of all precautions to avoid any sort of misuse, wastage of water. Any deviation from this shall lead to forthwith withdrawal of the facility.
13.0	ELECTRICITY
13.1	CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK BHEL will provide construction power free of charges at 415 V level at one strategic point within plant premises. Successful bidder shall make their own distribution arrangement to draw electricity for using at their work areas and site office. General illumination system shall be provided by BHEL. However, provision of suitable temporary lights at different floors/ working areas for execution of the work & safety of workmen shall be provided by the successful bidder, within the accepted rate. The illumination should be such that minimum illumination requirement as per statutory requirement is maintained.
13.2	If any other voltage level (other than normally available) is required, the same shall be arranged by successful bidder from power supply as above. Successful bidder will have to provide at their own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In case of recalibration required for any reason, necessary charges including replacement by calibrated meters is to be borne by the successful bidder. Supply of electricity shall be governed by Bangladesh statutory Rules. The successful bidder shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.
13.3	The successful bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
13.4	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the successful bidder due to such non-supply on the grounds of idle labour, machinery or any other grounds.
13.5	Successful bidder will have to arrange sufficient illumination at their own work areas.
13.6	The successful bidder should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the successful bidder to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
13.7	The successful bidder shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
14.0	FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER
14.1	TOOLS, TACKLES AND SCAFFOLDINGS The successful bidder shall provide all the construction equipment, tools, tackles & scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to BHEL/ customer before the commencement of pre-assembly at site. These tools & tackles shall not be removed from the site without written permission of BHEL. The T&Ps to be arranged by the successful bidder shall be in proper working condition.
14.2	COMMUNICATION The successful bidder shall be responsible for arranging all communication facilities for himself at site. The successful bidder has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL's voice/data network and database systems at site.
14.3	FIRST-AID The successful bidder shall provide necessary first-aid facilities for all their employees, representatives and workmen working at the site. First-aid centre with

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 9 OF 26

	ambulance facility is established & maintained at site by BHEL/ BHEL's agency. All agencies of BHEL including successful bidder of this package are expected to contribute towards establishing & maintaining the facility and the sum of contributions should be proportionate to their respective contract prices. This may be treated as mandatory stipulation and the bidder should carryout due visioning work with BHEL/ BHEL's agency for smooth running of the first-aid centre and ambulance. In the event of non-compliance of this, BHEL shall be constrained to pay the contribution and recover the cost with 30% overhead from the bill of the successful bidder.
14.4	CLEANLINESS
14.4.1	The successful bidder shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The successful bidder shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by BHEL/ customer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
14.4.2	Similarly the labor colony, the offices and the residential areas of the successful bidder's employees and workmen shall be kept clean and neat to the entire satisfaction of BHEL/ customer. Proper sanitary arrangements shall be provided by the successful bidder, in the work-areas, office and residential areas of the successful bidder.
14.4.3	Bidders to note that following.
14.4.3.1	No staff quarter shall be provided by BHEL.
14.4.3.2	All site execution approaches required for movement of cranes, trailers, trucks, dumpers, etc shall be provided by BHEL. However, if any minor work filling/leveling is required to be done, that shall arranged by the successful bidder at their own cost.
14.4.3.3	The successful bidder shall solely be responsible for the safety, quality, & quantity of material after it is handed over and issued to successful bidder by the BHEL.
14.5	MEDICAL FACILITY BHEL/ authorized agency will set up medical facilities including mobile medical aid in comprehensive manner for total requirement of the project and to fulfill their basic requirement. In such case, total expenditure words setting up and maintain the facilities will be apportioned amongst all agencies of BHEL in proportion to their contract prices.
14.6	The following welfare measures, in addition to those covered above, are to be taken at the site: Adequate Drinking Water, Adequate no of toilets and washing area, Canteen, Rest Shed, Hygienic Accommodation (Labour Colony) and allied facilities.
14.7	It must be ensured that no contaminated water including those discharged from Toilets, Canteen, Office and Labour Colony shall be discharged to under-ground water table and river water
14.8	As this site is located in a cyclone-prone area, all buildings and shed must be constructed strong enough to withstand adverse weather condition
14.9	Further to the above, mass evacuation of people from site may be called for, if advised so, by Govt. Agencies. As it will be extremely difficult to find a rest shelter for people, bidder shall construct/arrange accommodation which is strong enough to survive such extreme weather condition.
14.10	Labour accommodation shall be constructed by the contractor as per BHEL provided / approved drawing within the quoted rates.
15.0	PROJECT MANAGEMENT
15.1	The successful bidder shall prepare detail schedule L1/ L-2 and submit within 15 days of LOI for BHEL approval, as per milestone completion schedule given in this document. This schedule must include all milestone and key activities for each

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 10 OF 26

	package/ subsystems/ components in his scope of work in the areas of mobilization, engineering, procurement, manufacture, inspection, dispatch, erection/ commissioning/ PG test and handing over.
15.2	CONSTRUCTION SCHEDULE
15.2.1	The successful bidder shall furnish an offer stage master network/ bar chart (L1 schedule) in accordance with the project milestone schedule. The contract master bar chart will be negotiated with the successful bidder.
15.2.2	The successful bidder shall prepare and maintain the detailed master schedule (L2 network) during the course of the work.
15.2.3	The bidder should also ensure monitoring of all the activities at least on weekly basis to start with and on daily basis whenever required by BHEL.
15.2.4	GENERAL
15.2.4.1	The successful bidder shall be responsible for planning and scheduling the work and reporting its progress in a manner, format and level of detail acceptable to BHEL. These plans shall be in accordance with the intermediate milestones and the completion dates as specified by and agreed in the Contract.
15.2.4.2	The successful bidder shall be responsible for reporting progress to purchaser on a weekly and monthly basis. Progress reports shall be presented in a clear and logical fashion preferably through a software disc and in PDS format mutually agreed between BHEL and successful bidder.
15.2.5	DETAILED MASTER SCHEDULE (L2 NETWORK)
15.2.5.1	Within thirty (30) days of the letter of intent date, successful bidder shall submit to purchaser the detailed Master Schedule (L2 schedule) along with summary network/ bar chart (L1 schedule) for approval. L2 schedule shall be the working level document demonstrating successful bidder's ability and methods of completing the work within the key milestones identified in the tender specification.
15.2.5.2	The schedule shall be based on a computerized logic network. The level of detail shall be sufficient to break down the work scope into manageable and measurable activities acceptable to Purchaser. All activities shall have durations in days.
15.2.5.3	The successful bidder shall provide a detailed activity bar chart based on the resource scheduled logic network. The bar chart shall contain activity descriptions, planned start and finish dates with the critical path activities clearly identified. The network / bar chart shall be updated weekly to indicate actual progress.
15.2.5.4	The schedule shall include the required dates of all external input required to execute the plan. In addition this shall clearly show all sub-contract award dates and sub-activities right from preparation of specification & floating of tender.
15.3	PROGRESS MEASUREMENT AND MONITORING
15.3.1	The successful bidder shall measure progress of the work using its own methods and procedures preferably in prima-Vera.
15.3.2	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed and action to be taken for achieving targets will be decided. For discussions, the successful bidder shall present program of subsequent week. The successful bidder shall constantly update/revise his work program to meet the overall requirement.
15.3.3	Periodic progress reviews on the entire activities of execution in respect of engineering, quality, procurement, supply and works in scope of bidder will be held once in a month at Kolkata/ site/ successful bidder's premise/ BHEL/ PEM, Noida or any other convenient premise. These meetings will be attended by reasonably higher officials of the successful bidder along with its sub-vendors & consultant as applicable and will be used as a forum for discussing all areas where progress needs to be speeded up. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided in such meetings.
15.3.4	Successful bidder shall identify separate overall Project Manager, Construction Manager, Engineering Manager, Quality Manager and selection of various Key personnel shall be subject to BHEL approval.
15.4	REPORTING
15.4.1	The successful bidder shall submit weekly progress reports to purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include -
15.4.1.1	Brief narrative of work performed during the week.

15.4.1.2	CMS bar chart showing progress at activity level.	
15.4.1.3	Updated progress 'S' Curves showing actual progress.	
15.4.1.4	Milestones achieved and new activities started.	
15.4.1.5	Status of critical activities.	
15.4.2	The successful bidder shall submit monthly progress reports to Purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include the weekly report content and shall be supplemented with the following.	
15.4.2.1	Engineering status.	
15.4.2.2	Procurement status.	
15.4.2.3	Manufacturing status.	
15.4.2.4	Inspection & dispatch status.	
15.4.2.5	Material in transit.	
15.4.2.6	Erection & commissioning status.	
15.4.2.7	Safety report.	
15.4.2.8	Change order status.	
15.4.2.9	Updated L1/L2 schedule indicating status.	
15.4.2.10	Executive summary, areas of concern etc.	
15.4.2.11	Progress photographs.	
15.4.3	Adequate numbers of color photographs, in triplicate, (matt paper, post card size for each area per month of the contract execution period), depicting progress of the work or damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.	
15.4.4	The progress report shall be compiled in computer and is required to be furnished over e-mail, in addition to hard copies and summary report shall be made 'Web enabled' in agreed format.	
15.5	SITE ORGANIZATION	
15.5.1	The successful bidder shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent Site incharge for site operations with sufficient level of authority to take site decisions. The successful bidder will submit organization chart (showing the name of Site Incharge) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
15.5.2	The Site In-charge once approved and posted at site, should not be changed through-out the contract period, without written permission from BHEL.	
15.5.3	Following (minimum) manpower with power plant construction background to be deployed at site by the successful bidders for their day to day supervision, etc for execution of the scope as per the stipulated deployment plan or otherwise agreed with Construction Manager, BHEL, in writing.	
15.5.3.1	Site In-charge: Minimum diploma holder/ graduate	Within 10 days from start of work
15.5.3.2	Site supervisor: Minimum diploma holder/ graduate.	1 no within 7 days of start of work.
15.5.4	Engineer/ supervisor for other functions like store/ purchase, material management, planning, FIN, administration, safety, etc. are to be provided as per site requirement.	
15.5.5	Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement and shall be deployed by successful bidder within the accepted rates.	
15.5.6	In the event of failure of the successful bidder to provide necessary manpower indicated above as per requirement for a continuous period of 2 days or more, BHEL reserve the right to deduct Rs 50,000 per man-month for engineer, Rs 30,000 per man-month for the diploma holder supervisor/ safety/ quality officer/ NDT specialist, Rs 15,000 for skilled worker, Rs 10,000 for semi-skilled/ un-skilled worker, from the date of deputation as indicated as above from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement. Further induction of manpower regarding site supervisor & site	

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 12 OF 26

	engineer will be decided at site as per requirement.
15.5.7	BHEL reserve the right to reject or approve the list of personnel proposed by the successful bidder. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.
16.0	CONSUMABLE
16.1	All consumables, like gas, electrodes, chemicals, lubricants, erection & commissioning spares etc required for the job shall be arranged by the successful bidder at his cost unless otherwise specifically mentioned in the contract.
16.2	All consumables to be used for the job shall be approved by BHEL prior to use.
16.3	In the event of failure of successful bidder to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the successful bidder. The entire cost towards this along-with overhead shall be paid by the successful bidder or deducted from the successful bidder's bills.
17.0	MME
17.1	The successful bidder shall ensure deployment of reliable & calibrated measuring and monitoring devices (MME). The MME shall have test calibration certificate from authorized/ Govt. approved agencies. The successful bidder shall also keep provision of alternate engagement for such MME so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the successful bidder at their own cost at regular interval during the period of use as advised by BHEL.
17.2	In the event of failure of successful bidder to bring necessary and sufficient MME, BHEL may arrange for the same at the risk & cost of the successful bidder. The entire cost towards this along-with overhead shall be paid by the successful bidder or deducted from the successful bidder's bills.
17.3	List of tentative MME required for the job is furnished in relevant annexure of the tender, for guidance purpose.
18.0	TEST CERTIFICATE FOR T&P
18.1	All T&P, lifting tackles and pulling devices to be deployed by the successful bidder must bear valid/ latest test certificates for their suitability, and documents shall be preserved at site.
18.2	In case of expiry of validity of any such test certificate during construction, successful bidder shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.
18.3	The successful bidder should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.
19.0	ISSUE OF T&Ps
19.1	Deployment of all T&Ps for this tender shall be successful bidder's responsibility. However, if BHEL issues any T&Ps, the same shall be on chargeable basis as per BHEL norms.
19.2	In the event of BHEL issued T&Ps, measuring instruments etc, successful bidder and BHEL shall maintain joint protocol about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The successful bidder shall not use these equipment for purposes other than the scope of work given in this tender document.
19.3	It is the responsibility of successful bidder to keep these equipment always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear.
19.4	After use of T&P items issued by BHEL the same shall be returned to BHEL in good working condition subject to normal wear & tear failing which recoveries at the book value of the item or the market rate prevailing at the time of returning the items, whichever is higher shall be made from the payments due to the successful bidder from BHEL from this contract or from any other contract.
20.0	RECEIVING, TRANSPORTING, HANDLING AND STORAGE
20.01	The Contractor shall receive, transport, handle, store and install all materials and equipment furnished under these specifications, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 13 OF 26

	determine the availability and capacity of transportation and unloading facilities (including for the transportation, delivery and receipt of all equipment, materials, Plant to the Site) and to make the required arrangements to secure the necessary facilities for the same.
20.02	Employer will not be responsible for furnishing any equipment or providing any services.
20.03	The Contractor shall be responsible for the prompt unloading of all equipment or materials. The Contractor shall pay any demurrage incurred due to delay in unloading and for any other reasons.
20.04	The Contractor shall handle materials and equipment carefully to prevent damage or loss. The use of bare rope slings for handling will not be permitted unless specifically approved by the Engineer. Special handling devices shall be used when necessary to avoid damage.
20.05	In addition the Contractor shall also comply with the requirements of Section V - Technical Specification, B0 with respect to the receipt, transportation, handling and storage.
20.06	PLATFORMS Open platforms shall be constructed by the Contractor at least 50 cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.
20.07	INDOOR STORAGE Indoor/covered storage sheds shall be provided by BHEL-SITE for keeping materials and equipment away from contact with the ground and to protect it from the environment and outside atmosphere. Sensitive equipment (including inter-alia, electrical, I&C and other equipment) must be kept in dust proof and ventilated rooms and means have to be provided to maintain the moisture content at required levels, in accordance with Good Industry Practices.
20.08	SHORING Shoring shall be provided by the Contractor to safely support materials and equipment not less than 30 cm above the ground. The ground shall be compacted and concreted or asphalted.
20.09	WEATHERPROOF COVERINGS Weatherproof and flame resistant sheeting of sufficient size for outdoor storage shall be provided by the Contractor. The sheeting shall be carefully placed and tied down to prevent moisture and wind from entering underneath the sheeting and to otherwise protect the equipment, materials and other Plant.
21.0	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES AND BUILDINGS
21.1	The Contractor shall provide each of his employees and his Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.
21.2	All vehicles and large equipment furnished and used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores, depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Safety Health and Environmental (SHE) Plan to be provided by the Contractor.
21.3	The Contractor shall be liable for and shall provide all aspects of security and security measures for the Site, Employer's site offices and Employer's living accommodation, including guard services, transfer organizations and transport etc.
21.4	Around-the-clock security presence and operational routine shall be maintained throughout the year. Passes and temporary identification permits shall be issued and examined and access to any part of the Site, the site offices and living accommodation shall be controlled and limited to those who have an authorization.
22.0	EXPATRIATE PERSONNEL
22.1	The Contractor shall submit to BHEL / Employer data of all personnel he intends to bring into Bangladesh for the performance of the Work. This data shall include the name and present address of each person, his intended assignment and responsibility in connection with the Work and a concise resume of his experience in the type of work to which he will be assigned. This data shall be submitted to the

	BHEL / Employer at least thirty (30) days prior to their expected arrival in Bangladesh.
22.2	Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.
22.3	Costs of passports, visas, travel documents, inoculations and other incidental expenses incurred by the Contractor's non-Bangladesh employees and their dependents occasioned by travel to and from Bangladesh shall be borne by the Contractor.
22.4	All accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and BHEL / Employer shall not have any liability for the same.
23.0	RECONCILIATION OF MATERIALS
23.1	Successful bidder shall submit a reconciliation statement of material after completion of job.
23.2	The successful bidder shall return the unused plant materials under their custody to BHEL's store/ yard at their own cost.
24.0	INSURANCE
24.1	It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance, etc., as may be applicable.
24.2	The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.
24.3	These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.
24.4	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.
24.5	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
24.6	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim the successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from the successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of the successful bidder. In case of theft of material under successful bidder's custody, the same shall be reported to police by the successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve the successful bidder of their contractual obligation for the materials in his custody.
24.7	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the successful bidder.
24.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the successful bidder, the entire cost of repair/replacement will be recovered from the successful bidder.
24.9	It will be responsibility of the successful bidder to replenish the items lost/ damaged

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 15 OF 26

	in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available.
24.10	Other conditions of Insurance shall be as per relevant clause of GCC.
25.0	EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)/ BANK DETAILS
25.1	BANK DETAILS
25.1.1	EMD, Tender cost, & Security Deposit amount, as applicable, can also be submitted directly by Foreign Bidders (other than Indian bidders) to the followings Bharat Heavy Electricals Limited bank account in Bangladesh- <u>SBI (Branch Address):</u> Dr. Motiar Rahman Tower, 64 KDA Avenue, Tetultola Mor, Shibbari Khulna City Corporation, Khulna-9100. Phone: 88-041-721338 (Direct), 88-041-2831345 Ext. 102 Cell: 8801716-138627, Fax: 88-041-733350. <u>A/C No (USD): 05620257520202</u> <u>A/C No (BDT): :05620257520201</u> <u>SWIFT: SBINBDDH056</u> <u>ROUTING NO: 220471543</u> BHEL's address in Bank A/c- Bharat Heavy Electricals Ltd., Rampal, Bagerhat, Bangladesh.
25.1.2	EMD, Tender cost, & Security Deposit amount, as applicable, can also be submitted directly by Indian Bidders to the followings Bharat Heavy Electricals Limited bank account in India- 1. SBI (Branch Address:-Commercial Branch, Salt Lake, Sector V, Kolkata, Branch Code SBIN0004289), A/C No. 11107800029, INR Account.
25.2	EARNEST MONEY DEPOSIT (EMD)
	Not applicable.
25.3	SECURITY DEPOSIT(SD)
	Security deposit for this part of specification shall be governed by the provision of GCC, Volume-IB. Alternately, bidder may submit bank guarantee equivalent to 100% of security deposit amount.
25.4	PERFORMANCE BOND
	Performance bond for this part of specification shall be governed by the provision of GCC, Volume-IB.
26.0	PAYING AUTHORITY
26.1	All issues related to invoicing, payment shall be addressed to following
26.2	Construction Manager, BHEL site office, 2x660 MW Maitree Super Thermal Power Project, Bagerhat, Rampal, Bangladesh. Any change of above shall be intimated to the successful bidder accordingly.
27.0	LAWS AND REGULATIONS
27.1	The Successful bidder agrees and acknowledges that:
27.1.1	He and their respective employees, servants, consultants and agents abide by all Applicable Law, (i) relating to the performance of the Work; (ii) by all rules and regulations of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Successful bidder may reside or perform work, directly or indirectly under this Contract (including the timely payment of any and all fees, assessments, or other governmental charges and

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 16 OF 26

	registrations with relevant agencies or other Governmental Authorities required in connection therewith) and; (iii) with the terms and conditions of any Authorizations.
27.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of any Authorizations, business practices and plant rules and regulations which must be complied with when performing the Work.
27.1.3	Successful bidder shall furnish to Employer and Engineer, promptly upon request, such information concerning Successful bidder, their respective employees, consultants, servants and agents as the Employer or Engineer may be required to furnish to any applicable Governmental Authority.
27.2	Without prejudice to the generality of the foregoing:
27.2.1	The Successful bidder shall observe, comply with and respect Bangladesh laws, rules and regulations and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
27.2.2	The Successful bidder shall comply with such other rules and regulations as Employer and the Engineer may establish from time to time with respect to the construction work and personnel employed by the Successful bidders provided such rules and regulations shall not modify any of the Contract.
27.2.3	The Successful bidder shall, in all dealings with its labor, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
27.2.4	The Successful bidder shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
27.2.5	In the event of any outbreak of illness of an epidemic nature the Successful bidder shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
28.0	COMPLIANCE WITH APPLICABLE LAWS
28.1	Compliance
28.1.1	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
28.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
28.1.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
28.2	Related Compliance Obligations
28.2.1	The Successful bidder shall Take all reasonable care that the Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Work.
28.2.2	The Successful bidder shall have responsibility prior to Provisional Acceptance Certificate for administration and co-ordination with the Governmental Authorities, as necessary, of any testing or the taking of any other action necessary to demonstrate the Work's compliance with all Applicable Laws, as well as the Authorizations, Consents, as maybe required for or issued in connection with the development, construction, erection and operation of the Works.
28.2.3	The Successful bidder shall provide BHEL / Employer with a copy of all communications with any such authorities and at least five (5) days prior written notice to BHEL / Employer in respect of any meeting with any such authorities (with Successful bidder responsible for obtaining all necessary permissions for the attendance of a representative of BHEL / Employer at any such meeting).
28.2.4	The Successful bidder shall carry out its obligations under this Contract so as not to

	cause or contribute to any breach by, or violation of, Employer of any Applicable Law, consent or Authorization.
28.3	Permits and Licenses
28.3.1	Successful bidder shall obtain and maintain all consents, permits and licenses (“ Consent ”) which are required by Applicable Law for the performance of the Work and to allow Successful bidder to perform and complete the Work in accordance with the Contract Schedule (irrespective of whether the same are required to be procured in the name of Successful bidder or Employer), other than the Authorizations.
28.3.2	Specifically, where an Consent by its very nature can only be procured by the Employer (BIFPCL), the Employer shall at the Successful bidder’s request, execute such documents and complete such formalities as are necessary for presentment of the application or other Consent related documents to the relevant Governmental Authority or other person. However, the foregoing shall in no circumstances be construed as (i) relieving the Successful bidder from his obligations under Clause 23.3.1 for which he shall remain primarily and fully responsible, or (ii) as imposing any responsibility on the Employer in respect of procurement of consents/ licenses/ approvals/ permits other than the Authorizations.
28.3.3	If requested by Successful bidder, BHEL / Employer shall provide reasonable assistance to Successful bidder in obtaining and maintaining such Consents. Successful bidder shall not be entitled to any adjustment to the Contract Schedule or the Contract Price or any other terms of this Contract relating to any delay or failure to obtain or maintain any such Consents. Employer /BHEL will provide reasonable assistance to the Successful bidder for obtaining any required authorization and export licenses for exporting tolls, equipment, test equipment, and other Successful bidder’s Equipment, all of which are and remain the property of the Successful bidder, from Bangladesh at the conclusion of the Work.
28.4	SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC. The Successful bidder shall get himself acquainted with the relevant Bangladesh Laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the Successful bidder. Similarly the Successful bidder shall be responsible for any non-conformance of Bangladesh Laws either by its own employees during execution of the Contract.
29.0	COMPLETION PERIOD
29.1	The successful bidder shall execute the job in such a manner that entire job gets completed within 5 (Five) months from the date of start of work for each unit.
29.2	BHEL - Site shall intimate at least one month in advance for mobilization of resources for start of work. The successful bidder shall arrange to mobilize and start the erection work within this duration.
29.3	The actual date of start of work will be certified by Construction Manager, BHEL after adequate mobilization of manpower, T&P by successful bidder. This certificate date will be deemed as start of work at site for purpose of the contract time schedule.
29.4	The work under the scope of contract will be deemed to be completed in all respects only when all the components are erected, tested and commissioned (as applicable) of all individual equipment and handed over. The decision of BHEL shall be final and binding on the successful bidder.
30.0	CONSTRUCTION/ EXECUTION SCHEDULE
30.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL site for kick-off meeting to discuss & firm up schedule of erection, testing, commissioning of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
30.3	Based on the discussion of the kick-off meeting or otherwise, a master schedule shall be drawn, which shall be subject to acceptance/ approval of BHEL.
30.4	Based on progress, successful bidder shall progressively submit quantified billing break-up of entire scope of service contract. On acceptance of BHEL, approved billing schedule will be issued by BHEL.

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 18 OF 26

30.5	On every month, the successful bidder shall submit to Construction Manager, BHEL schedule-wise plan vs actual status of erection, testing, commissioning, along with action plan to make-up delay, if any.
30.6	The project schedule might undergo revision/ modification periodically, for which the successful bidder may have to prepare/ modify schedule periodically in consultation with BHEL, so as to match with revised project milestones.
30.7	The successful bidder shall ensure monitoring of these activities at least on fortnight basis or at other frequency as mutually agreed with BHEL.
30.8	Successful bidder shall submit daily work program based on above schedule. Deferment of above schedule is not acceptable. Successful bidder will adhere to schedule and resource planning to be augmented to ensure completion as per schedule.
30.9	Progress reviews on entire activities will be held periodically as per direction of BHEL, at Kolkata/ site/ Noida. These meetings will be used as a forum for discussing all areas where progress needs to be expedited. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
31.0	EXTENSION OF TIME FOR COMPLETION
31.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
31.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
31.3	However, if any 'Time extension' is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of successful bidder.
31.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the successful bidder as per specified format. Review of the programme and record of shortfall shall be done.
31.5	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
31.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
32.0	TERMS OF PAYMENT
32.1	The successful bidder shall submit their running bill (RA bill) once in a month, at the end of the month, as per billing break-up of this tender
32.2	Along with RA every bill, the successful bidder shall submit plan (w.r.t. L2 Schedule) vs actual status of erection, testing, commissioning.
32.3	Progressive payment shall be made by BHEL against successful bidder's RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 60 days of submission of the bill.
32.4	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.
32.5	Subject to any deduction which BHEL may be authorized to make under the contract, the successful bidder shall on the certification of BHEL engineer at site, be

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 19 OF 26

	entitled to payment as per billing schedule.
32.6	However no extra payment shall be made in the event of deferment in payment.
32.7	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
33.0	BILLING BREAK-UP
33.1	Successful bidder shall submit detail billing schedule to BHEL for review & approval.
33.2	Progressive payment shall be made as per following billing break-up, in conjunction with terms of payment provision of the tender, operated on approved billing schedule.
33.3	FOR MAIN SERVICE (REFER VOLUME-III)
33.3.1	70 % (Seventy percent) of contract price will be released against on pro-rata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.
33.3.2	10 % (Ten percent) of contract price will be released against on pro-rata commissioning of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.
33.3.3	10 % (Ten percent) of contract price will be released against commissioning of all items/ materials/ system, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.
33.3.4	5 % (Five percent) of contract price shall be released against trail run of the system/ package.
33.3.5	5 % (Five percent) of contract price shall be released against - (i) Successful completion of system/ package; (ii) Material reconciliation, liquidation of pending points, etc. and (iii) Handing over of the system/ package to the owner. In case of delay in completion of above activities, for reasons not attributable to the successful bidder, this amount can be paid on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of PG test/ demonstration test or handing over of the system/ package, whichever is later. However, successful bidder has to fulfill all formalities for final billing/ contract closing, material reconciliation, liquidation of pending points, certification of work completion by site, prior to drawing this payment.
33.5	BHEL site, at discretion, may further split up the above percentages billing break-up and affect payment to suit the site condition, cash flow requirement, according to the progress.
33.6	The billing break-up is drawn for progressive payment and shall not be construed as the value/ price of corresponding item, unless otherwise decided by BHEL.
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable for this tender.
35.0	ESCALATION (PVC)
	Not applicable for this tender.
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
	Not applicable for this tender.
37.0	TAXES, DUTIES, ETC
37.1.0	BANGLADESH VAT
37.1.1	The Bidder / Business Associate, as the case may be, shall submit copy of VAT registration Certificate (Musak-8), TIN, Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
37.1.2	The subject job shall be a Construction Job. As per Section 6(4aa) of The Bangladesh Value Added Tax Act, 1991, VAT shall not be collected by the bidder/ Business Associate from BHEL as the Employer (i.e. Customer of BHEL) shall make deduction of VAT from BHEL's invoice and deposit the same to the Government Treasury. Documentary evidence shall be provided to the bidder/ Business Associate.
37.1.3	Adequate documents for not charging/ claiming VAT from BHEL shall be made available to the Bidder/ Business Associate.
37.1.4	The bidder/ Business Associate, as the case may be, shall raise Tax Invoice

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 20 OF 26

	(Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration Number of BHEL site office. Bidder/ Business Associate shall note that the Tax Invoice complying with Rule16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below: BHEL Bangladesh VAT Regn. No. -- 000761853 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
37.1.5	Bidders shall quote price excluding Bangladesh VAT envisaging VAT exemption on the same. In this connection please note that VAT, if and as applicable, on Bidders Quoted Price and in case BHEL is unable to provide exemption documents shall be payable extra. In such case bidder/ Business Associate shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
37.1.6	Value Added Tax Deduction at Source:
37.1.6.1	BHEL will not deduct any VAT from Bidder's/ Business Associate's Gross Bill and such bidder need not to load any Output VAT in Bidder's quoted price.
37.2.0	INCOME TAX DEDUCTION AT SOURCE:
37.2.1	Bidder/ Business Associate should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance, 1984 (and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
37.2.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax shall be deducted, as is applicable.
37.3.0	The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.
37.4.0	The bidder/ Business Associate is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability.
37.5.0	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, Cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
37.6.0	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
38.0	BANKER & BANK CHARGES
	The address of banker for negotiation of documents shall be made available by BHEL site after award of the job.
39.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
39.1	MAIN SERVICE
	If the successful bidder fails to complete entire scope within completion period (each package) for reasons attributable to them, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of contract price, including taxes, duties, etc., for delay of each week or part thereof.
39.2	The total liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price, including taxes, duties, etc. Contract price for this purpose, shall be the final executed value, extra work executed & supplementary/ additional items.

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 21 OF 26

39.4	BHEL shall deduct aforesaid amounts from any money due or which may become due to the successful bidder and/ or recover from the bank guarantees/ security deposit of the successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
39.5	BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of successful bidder without notice to successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.
39.6	BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of the successful bidder and the successful bidder shall be liable to BHEL for any excess costs thereof.
39.7	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
39.8	Where action is taken as per above, the successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.
39.9	Other provision shall be as per the GCC.
40.0	WARRANTY & MAINTENANCE
40.1	Successful bidder shall warrant that the equipment will be new and in accordance with the contract documents and free from defects arising due to deficiencies in design & engineering and from defects in material & workmanship for the period commencing immediately upon satisfactory completion of trial operations & handing over. Performance guarantee shall stand valid till at least 24 months after completion of scope or as per commercial terms & conditions, whichever is later. The equipment shall operate satisfactorily & reliably and performance & efficiency of the equipment (s) shall not be less than the respective guaranteed values.
40.2	Successful bidder shall be liable to repair or replace/ upgrade with specific consent of owner, any defective parts that may develop in the plant of their own manufacture or their sub-vendor under the conditions provided for by contract and under proper use and arising solely from faulty design, materials and/ or workmanship. Any defect removal at site by repair/ up-gradation of the installed equipment/ component /material will be permitted by the owner only when such repair/ up-gradation in the meantime, is not detrimental to the commercial use of the plant. All replaced defective parts shall be returned to successful bidder unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the plant is under the supervision of successful bidder's supervisory engineers.
40.3	Successful bidder's obligations against the above clause shall be limited to repairing or replacing with all incidental charges from site to successful bidder's work and/ or their sub-vendor's works and back to site. In case of defective parts not repairable at site but, essential in the meantime for the commercial operation of the equipment, successful bidder and purchaser/ owner shall mutually agree to a program of replacement or renewal which will minimize to the maximum extent interruption in the operation of the equipment.
40.4	The acceptance of the equipment by the engineer shall in no way relieve successful bidder of his obligation under this clause.
40.5	In the event of any emergency where, in the judgment of the engineer, delay would cause serious loss or damages, repairs or adjustment may be made by engineer or a third party chosen by engineer without advance notice to successful bidder and the cost of such work shall be paid by successful bidder. In the event such action is taken by the engineer, successful bidder will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve successful bidder's liability under the terms and conditions of the contract.
40.6	If it becomes necessary for successful bidder to replace or renew any defective portions of the plant, the provision of this clause shall apply to portion of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period as specified in clause whichever may be later. If any defects are not remedied within 30 days, the engineer

	may proceed to do the work at successful bidder's risk & cost, but without prejudice to any other rights which BHEL may have against successful bidder in respect of such defects.
40.7	If the replacement or renewals are of such character as may affect the efficiency of the plant, the purchaser/ owner shall have the right to give to successful bidder within one month of such replacement or renewal, notice in writing that 'acceptance tests on completion' be made, in which case such tests shall be carried out as per approved QAP/ BHEL guidelines.
40.8	The repaired or new parts will be furnished and erected free of cost by successful bidder. If any repair is carried out on his behalf at site, successful bidder shall bear the cost of such repairs.
40.9	The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by successful bidder shall be borne by successful bidder.
40.10	In respect of goods supplied by sub-successful bidders to successful bidder where a longer guarantee (more than 12 months) is provided by such sub-successful bidders, the owner shall be entitled to the benefit of such longer guarantee.
40.11	Other provision shall be as per the GCC.
41.0	CONTRACT RATE/ PRICE
41.1	Bidder shall quote their price as per the format of Volume-III A/IIIB, price schedule (Latest revision) only.
42.0	TRAINING OF OWNER'S/ PURCHASER'S PERSONNEL
	The successful bidder shall undertake to train free of cost personnel selected and sent by the owner/ purchaser to the works of successful bidder. The period and nature of training and number of individual personnel shall be agreed upon mutually between the successful bidder and owner/ purchaser. These engineers shall be given special training in the shops where the equipment shall be manufactured or in any other power plant where manufactured equipment is under installation or test to enable them to become familiar with the equipment being supplied to the purchaser. In the event of the owner/ purchaser for any reason failing to avail of the training facilities, purchaser shall not be entitled to any rebate whatsoever on this account.
43.0	SUBCONTRACTING
43.1	If the successful bidder is not registered in Bangladesh with business licensing/ revenue authority in Bangladesh, he can associate his sister concern / dealer/ any other agency, who is registered in Bangladesh, to carry out work of service portion for successful completion of the package. However, the entire work is to be executed under the supervision of the successful bidder.
43.2	The successful bidder shall propose such agency along with evidence/documents showing the business relationship with such associate for acceptance of BHEL before start of work. Bidder shall also provide acceptance letter of the such proposed associate w.r.t. execution of the job. He shall associate mandatorily his sister concern / dealer, in case any one of the two is available in Bangladesh.
43.3	The order for the entire scope of work shall be placed on the successful bidder, however, his associate, as mentioned above, will be able to raise invoice on BHEL-Bangladesh, as per currency matrix, in their own name. Such invoice has to be counter-signed and stamped by the successful bidder. No claim whatsoever, at a later date, by the successful bidder on account of execution of the work shall be accepted by BHEL for which their associate agency has already claimed and realized remuneration from BHEL.
43.4	The entire responsibility of execution along with warranty / guaranty for the entire scope of work shall be with the successful bidder. In case of failure of his agency to execute the work as per project requirement and schedule, the successful bidder shall take necessary action to complete the work on time, else the provisions as per LD clause shall be applicable.
43.5	Security deposit and performance guarantee shall be furnished by the successful bidder. Further, any document with regard to contract such as BG, time extension, any other official communication shall be in the name of successful bidder.
43.6	If the successful bidder, associates above mentioned agency to execute the service portion of the work, then the successful bidder has to submit an additional Security deposit equivalent to 2% of the service contract value in addition to the SD,

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 23 OF 26

	applicable for the work as per relevant clause mentioned elsewhere in the tender.
43.7	All other tender terms and conditions along with any other statutory obligation, required to execute the work, shall be binding on such agency associated by the successful bidder.
44.0	OTHER TERMS
44.1	The contractor shall provide signed ' <i>Certificate of Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations</i> ' as per attached format on its letter head along with the offer.
44.2	Applicable Law or Law with respect to any person, shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, code, requirement, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or person acting under the authority of any Government Authority and / or of any statutory authority, whether in effect as on the Contract Date or thereafter, as applicable to such person.
44.3	Customer shall mean the Bangladesh –India Friendship Power Company (Pvt.) Limited (BIFPCL), having its office at Level 17, Barak Unique Height, 117, Kai Nazrul Isam Avenue, Eskaton Garden, Dhaka, Pin 1217, Bangladesh.
44.4	Engineer or Consultant shall mean M/s. FICHTNER GmbH & Co. KG, Stuttgart, Germany or such other engineer or consultant, as may be appointed from time to time by Customer and who is acting on behalf of Customer as Engineer for the purpose of the Contract with Customer and includes such other person (if any) to who the Engineer's authority may have been lawfully delegated pursuant to the Contract with Customer.
44.5	Governmental Authority shall mean, in respect of a country, the government (Central, State and local) or any ministry, directorate, department or political sub division thereof and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or law or any other governmental entity, instrumentality, agency, authority, corporation, committee or commission under the direct or indirect control of any such government.
44.6	Site means the Project Site at Rampal, District Bagerhat, Bangladesh, all off-site and lay down areas, jetty, intake water system, ash dyke and other locations where all or any part of the work is to be executed under the scope of work of BHEL in accordance with the Contract with Customer.
44.7	The Contractor shall provide and employ in connection with the execution of the Works :
44.7.1	Only such technical assistants as are skilled and experienced in their respective trades and such sub-agents, foremen and leading hands as are competent to give proper supervision to the Work they are required to supervise.
44.7.2	Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Works. To the extent possible, the Contractor shall deploy unskilled labour from the local populations.
44.7.3	Child Labour: The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable labor laws and other relevant treaties ratified by the government.
44.7.4	<u>Working Time:</u> No work shall be done on legal Bangladesh holidays or at times other than the regularly established working hours without the written approval of BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner), which shall not be unreasonably withheld. However, work necessary in case of emergencies or for the proper case, receipt, unloading, transporting, maintenance, and protection of equipment or finished work may be done without prior approval. This requirement shall not preclude the Contractor's use of scheduled overtime work and such work may be established by the Contractor, as a regular procedure, with the written permission of BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner); such permission, however, may be revoked at any time by BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner) if the Contractor fails to maintain adequate equipment and supervision for proper execution and control of the Work and all operations

	performed there under.
44.7.5	The Contractor shall comply with all applicable relevant labour Laws including the Bangladesh Labour Act 2006 and the Bangladesh Labour Rules 2015 to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.
44.7.6	The Contractor shall be responsible for obtaining all necessary permits(s) and /or visa(s) from the relevant Governmental Authorities for the entry and deployment of employees, representatives, labour, consultants and other personnel to be employed on the Site into the country where the Site is located, and otherwise for ensuring all due compliance with Applicable Laws with respect thereto.
44.7.7	The contractor shall arrange passports for all his employees, representatives, labour, consultants and other personnel. BHEL will assist Contractor for issue of Visa including multi-entry visa and other permits as per requirement for the job/Work. However, the Contractor shall arrange for attestation of certificates and other documents required for travel arrangements, medical test as applicable and comply with other formalities. All expenses for all these activates will be borne by the Contractor.
44.7.8	It shall be the responsibility of the Contractor to pay wages/ salaries and other benefits to its employees / personnel engaged by it as per the agreement with them, and in keeping in line with the Local laws in Bangladesh. The Contractor shall submit the Construction Manager, BHEL Maitree Project, Bangladesh regularly, the details / Statement of wages/ salaries and other benefits paid to its employees / personnel in India /Back home, besides wages / salaries and other benefits paid in Bangladesh.
44.7.9	The Contractor, in particular, shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.
44.7.10	The Contractor, further in particular, shall pay applicable wages to his labourers, and pay them in time. In the event of delay in payment BHEL may effect payments to the labourers and recover the cost from the Contractor.
44.7.11	The Contractor shall at all times during the progress of the Contract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees, representatives, labour, consultants and other personnel.
44.7.12	The Customer and / or Engineer or BHEL after notifying and discussion with the Contractor, be entitled to object to and require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the execution of the Work who in the opinion of the Customer and / or Engineer or BHEL misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer and / or Engineer to be undesirable and such person shall not be again employed upon the Work without the written permission of the Customer and / or Engineer or BHEL. Any person so removed form the Work shall be replaced immediately by a competent substitute approved by Customer and / or Engineer or BHEL.
44.7.13	All employees or representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the BHEL or Customer , and nothing contained in the Contract shall construed to create any contractual relationship between any such employees, representatives and BHEL or Customer.
44.8	Indemnification : Contractor shall protect, defend, indemnify and hold the Customer, the Engineer, BHEL (and their respective officers, directors, employees, servants or agents) (the "Indemnified Persons") harmless from and against:
44.8.1	Any and all Losses arising directly or indirectly from or incurred by reason of the acts or omissions of any of Contractor or any of their respective officers, directors, employees, servants or agents in the performance of Contractor's obligations under the Contract, without limitation, whether or not resulting from any defect in or condition of the premises on which the Work is or is to be performed or any equipment thereon, including any such Losses arising from injury to or death or damage to or loss of property.
44.8.2	Any and all Losses arising directly or indirectly from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authorities or others for any

TENDER NO – PSER:SCT:KLN-M1876:18		
VOLUME-ID, R-0	SPECIAL CONDITIONS OF CONTRACT (SERVICE)	PAGE 25 OF 26

	actual or asserted failure by any of Contractors or any of their respective officers, directors, employees, servants or agents to comply with any Applicable Law or Authorizations or Consents or with any rules and regulations applicable to it or them or to obtain or maintain any Consents.
44.8.3	Any and all Losses arising directly or indirectly from or incurred by reason of any failure of Contractor:
44.8.3.1	To pay any Taxes relating to income or any other Taxes required to be paid by such person;
44.8.3.2	To make any payments in respect of Taxes which are to be paid by such Person in connection with the performance of its obligations relating to this contract or, in the case of the Contractor, any Taxes which it is required to pay pursuant to the terms of this Contract.
44.8.3.3	To file tax returns as required by Applicable Laws or comply with reporting or filing requirement under Applicable Law relating to Taxes; or nothing in this clause shall restrict any person's right to contest the amount of any tax or other liability owned to a competent authority provided such contest is bona fide and made in good faith;
44.8.4	Any and all Losses arising directly or indirectly from or incurred by reason of hazardous materials introduced to the Site or any other location by any of other location by Contractor or any of their respective officers, directors, employees, servants or agents in t the performance of the Work;
44.8.5	Any and all Losses arising directly or indirectly from or incurred by reason of non-compliance with Applicable Laws by the Contractor or any of their respective officers, directors, employees, servants or agents including , without limitation , labour laws; and
44.8.6	Any and all Losses arising directly or indirectly from or incurred by reason of any accident or injury to any workman or other person in the employment of the Contractor.
44.8.4	Contractor Obligation to Ensure
44.8.4.1	The Contractor shall appropriately insure against such liability in compliance with all Applicable Law and shall continue such insurance during the whole of the time that any persons are employed by him/it on the Work and shall provide BHEL, Customer or Engineer with a copy of such policy of insurance and the receipt of payment of the current premium or evidence that it has complied with the Applicable Law in this regard.
44.8.4.2	All accidents shall be reported by the Contractor directly to the appropriate Governmental Authority as per Applicable Law remaining in force.
44.8.4.3	Automobile Liability Insurance: Covering use of all vehicle use by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.
44.8.4.4	Workers' Compensation: In accordance with the statutory requirements under Applicable Laws. The minimum insurance cover for personal injury or death insurance for the Contractor's employees is as per the law and common practice in Bangladesh.
44.9	Laws and Regulations : The contractor agrees and acknowledges that :
44.9.1	Contractor shall and shall ensure their respective employees, servants, consultants and agents abide by the all Applicable Law, (i) relating to the performance of the Work and (ii) by all rules and regulation of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Contractor may reside or perform work, directly or indirectly under this Contract (including the timely payment of any or all fees, assessments or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and (iii) with the terms and conditions of any Authorizations.
44.9.2	Contractor represents that it is fully aware of all the Applicable Laws, terms and conditions of any Authorizations, business practices, plant and project Site rules and regulations which must be complied with when performing the Work.
44.9.3	Contractor shall furnish to BHEL, Customer and Engineer, promptly upon request, such information concerning contract and their respective employees, consultants, servants and agents as BHEL or Customer or Engineer may be required to furnish to any applicable Governmental Authority.
44.10	SIGN BOARDS

	The Contractor shall provide one project/Work profile sign board for each site of the size not exceeding 1 m x 2 m, and maintain them in good condition. All information on the signboards will be written in English and Bengali. The signboards will be positioned on a steel frame as directed by the BHEL or Customer or Engineer. The Contractor shall submit proposals for the materials of the signboards, the text layout (in English and Bengali) on an approved yellow background and installation of the signboards on Site to BHEL for approval. Each sign board shall show: a) the name of the Work b) the name of the Contractor c) all other details as required by the BHEL or Customer or Engineer The Contractor shall maintain the sign boards and remove them on completion of the Works or when instructed by the Engineer
44.11	Without prejudice to the generality of the foregoing :
44.11.1	The Contractor shall observe, comply with the respect Bangladesh Laws, rules and regulation and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
44.11.2	The Contractor shall comply with such other rules and regulation as Customer and Construction Management may establish from time to time with respect to the Construction work and personnel employed by the Contractors provided such rules and regulation shall not modify any of the Contract.
44.11.3	The Contractor shall, in all dealings with its labour employed on or connected with the Contract, pay dues regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulation pertaining to the employment of labour.
44.11.4	The Contractor shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
44.11.5	In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
44.12	Change in Laws and Regulation: Any law, regulations ordinance, order or by laws having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh, which shall be deemed to include any change in interspersion of application by the Competent Authority.
44.13	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.