

TENDER NO – PSER:SCT:KLN-M2082:20		
VOLUME–II & ID (REV-00)	TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT	PAGE 1 OF 6

CL. NO.	Description
1.1	Scope of Work: The subject work is for PROVIDING MANPOWER SERVICES AT 2 X 660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH AS PER CATEGORIZATION ENUMERATED IN PRICE BID.
1.2	The Following shall be under the scope of successful Bidder: a) Successful bidder has to provide required category manpower at project site in Bangladesh. b) VISA, if required, shall have to be arranged by the successful bidder. However, BHEL shall assist in getting necessary permission, as required, from GoB for obtaining VISA. c) Transportation of workers from India or any other place to work site. d) Necessary Covid test, as may be required, before deployment to work site / Bangladesh. e) Workmen insurance for workers shall have to be arranged by the Bidder prior to start of work. f) Worker's medical assistance/facility shall be in bidder's scope. g) Bidder has to obtain BIDA registration and other statutory compliances as required for working in Bangladesh. h) Bidder has to maintain at site, suitable no. of supervisors, as may be required, for taking care of statutory compliances including payment to workers on regular / monthly basis, etc.
1.3	The Following shall be under the scope of BHEL/BHEL's Sub-contractor: a. Providing accommodation and mess facility locally. b. Providing local conveyance for to and fro movement to site and back to labor colony. c. Providing PPE Kits, d. Providing all machinery/ equipment/ tools/ consumables as may be required for executing the assigned job.
1.4	The following may be noted: a) The respective worker shall be deployed under BHEL's sub-contractors, already mobilized at site. b) These workers have to work as per job assigned to them and instructions by BHEL/its sub-contractor.
2.0	SITE DETAILS: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BHARAT HEAVY ELECTRICALS LIMITED, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh Owner: Bangladesh-India Friendship Power Company (Pvt) Ltd (BIFPCL) The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
3.0	MOBILIZATION OF WORKERS AT MSTPP:

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3.1	Contractor has to mobilize the workers at site within 1-week for Local (Bangladesh) Workers & 2 weeks for INDIAN Workers on written intimation received from BHEL for mobilization of specific category manpower. The mobilization and demobilization of labour shall be at the cost of Successful bidder. No separate rate or any other additional amount shall be payable by BHEL on this account.
3.2	As per current practice, following procedure is to be followed for mobilization of workers from India: a. Successful bidder has to provide individual wise passport and other details of manpower as per the price schedule to BHEL within 2-3 days of placement of LOI for arrangement of permission from Govt. Of Bangladesh, as may be required. b. Once the permission is granted, BHEL shall give instructions for mobilization of suitable category manpower along with required quantity. c. Upon getting such instructions, successful bidder have to apply their VISA within 2-3 days in India. d. On getting VISA, Covid test is to be conducted within 1-2 days and workers to be sent to site within 72 Hours of conductance of Covid test. e. The minimum deployment of workers shall be for a period of three months.
3.3	The category wise tentative requirement is as mentioned below: 1. Civil Work: 1.1) Carpenter: 20 nos. 1.2) Bar bender: 30 nos. 1.3) Scaffolder: 10 nos. 2. Mechanical Work: 2.1) HP Welder: 05 nos. 2.2) Pipe Fitter: 05 nos. 2.3) Grinder: 05 nos. 2.4) Gas Cutter: 03 nos. 2.5) Helper for skilled manpower: 23 nos. 2.6) Erection Rigger: 20 nos. 2.7) Erection Foreman: 02 nos. 2.8) Welder : 05 Nos.
4.0	Contract Duration: It shall be for a period of six months. However, if required BHEL may extend the contract further for a period of six months at the same terms and conditions.
5.0	<u>TERMS OF PAYMENT:</u> A) 100% of the payable amount as applicable, would be released within 15 days on verification and acceptance of the monthly Invoice on submission of following document:- a) VAT compliant Invoice (1 original plus 2 copies) -- Tax Invoice. b) Proof of VAT Registration once for all. c) Proof of BIDA registration once for all. d) Insurance paper once for all. e) Monthly attendance with daily man-hour details jointly signed by successful bidder representative and BHEL/BHEL's sub-contractor. f) Monthly wage register duly signed by labors and successful bidder as per the standard format. B) Payment will be released within 15 days of submission of documents as mentioned above. Invoice to be submitted at the end of each fortnight of supply.

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	C) Paying Authority: RAO, BHEL Site Office, 2X660 MW MSTPP, RAMPAL, BAGERHAT, BANGLADESH D) No advance shall be paid. Payment shall be made on the basis of actual execution at site. E) Payment shall be made in USD in Bangladesh in successful bidder's account.
6.0	TAXES & DUTIES, ETC.
6.1	Bidders shall quote price exclusive of Bangladesh VAT and shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the VAT and SD Act, 2012 and read with VAT and SD Rules, 2016 mentioning Name, Address and VAT Registration Number of BHEL site office. The Supplier 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.
6.2	VAT is separately payable for which the bidder 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
6.3	The successful bidder shall ensure compliance in this regard with the local VAT authorities.
6.4	Bidder shall note that the Tax Invoice complying with Rule 16(1) of the Value Added Tax & supplementary Duty Rules, 2016 must contain the 'Bill to' and 'Ship to' details as below: BHEL Bangladesh VAT Regn. No. 00761853 GM/Construction Manager- BHEL Maitree Site Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
6.5	Value Added Tax Deduction at Source: (VDS)
6.5.1	BHEL shall make deduction of VAT at source (VDS), as / if applicable, from the Running Account Bills of the bidder depending upon the status of the bidder like "Manufacturer", "Trader" or "Procurement Provider" as per the extant provision of the Value Added Tax Act, 1991 read with the relevant Notification issued thereunder. BHEL shall issue VAT Deduction Certificate in "Musak-12kha" to enable the service provider to take credit of the same while paying his Output VAT. Since VDS is adjustable by bidder against his output tax, hence Bidder shall quote price excluding Bangladesh VAT.
6.6	INCOME TAX DEDUCTION AT SOURCE:
6.6.1	Bidder 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

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6.6.2	Payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
6.7	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.
6.8	Except otherwise mentioned above bidder shall quote their price inclusive of all taxes, duties, cess, any State or Central Levy, social security contribution and other Taxes in Bangladesh but excluding Bangladesh VAT in line with provisions as mentioned above etc. together.
6.9	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places in connection with this contract and BHEL will not bear any such liability.
6.10	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.
7.0	<u>SUITABILITY / ASSESSMENT OF QUALITY AND COMPETENCE OF LABOURS:</u> BHEL reserves the right to check the ability and experience of the supplied labour prior to engagement. BHEL will reserve the right to check the health condition of the worker in Safety park by a team of medical expert and Safety engineer as per the BHEL safety norms based on type / nature of works and in case of rejection, the demobilizing of the workmen shall be at the cost of successful bidder. IBR/HP welders (Indian) have to undertake tests and attain certificate from BHEL/ WRI/Trichy within the quoted rate. However, for Bangladeshi HP welders, test shall be conducted at Maitree site before start of the job..
8.0	<u>TERMINATION OF CONTRACT:</u> If at any time during the execution of the order, it is noted that the contractor is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 14 day's notice by issuing contractual letter and the tenderer shall comply with the requirement of such notice.
9.0	<u>LIQUIDATED DAMAGE (LD):</u> It is to be clearly understood among the parties to the contract that the supply of workmen specified in the purchase order should be made within the time limit prescribed from time to time by BHEL. If the party fails to supply the same or any part thereof within the period fixed for supplying the quantity of workmen for which clearance has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the total value of non-supplied portion of the workmen for which clearance has been issued by BHEL subject to a maximum of 10% (Ten percent) of total order value.
10.0	Other Terms & Conditions
10.1	The successful bidder has to abide by all the rules of MSTPP site related to HSE plan.

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10.2	The representative of the vendor should be available at Maitree STPP Site for continuous supervision of the workmen as per the productivity, safety and quality norms of the BHEL standard.																																																																		
10.3	Contractor shall ensure that no IR issues or problem is created at site and if any such issue is created at site, then BHEL reserves the right to immediately terminate the contract. Contractor shall obtain undertaking from each workers in this line before mobilization of any such worker to site.																																																																		
10.4	BHEL reserve the right to cancel the order in case of delay in mobilization of workmen by successful bidder and failure to comply with quality, HSE and productivity requirements.																																																																		
10.5	NON COMPLIANCE :- NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER for every instance of violation noticed: <table><tr><th>SN</th><th>Violation of Safety Norms</th><th>Fine (in BDT)</th></tr><tr><td>01</td><td>Not Wearing Safety Helmet</td><td>50/- *</td></tr><tr><td>02.</td><td>Not wearing Safety Belt or not anchoring life line</td><td>100/-*</td></tr><tr><td>03</td><td>Not wearing safety shoe</td><td>100/-*</td></tr><tr><td>04</td><td>Not keeping gas cylinders vertically</td><td>100/-</td></tr><tr><td>05</td><td>Not using flash back arrestors</td><td>50/-</td></tr><tr><td>06</td><td>Not wearing gloves</td><td>50/- *</td></tr><tr><td>07.</td><td>Grinding Without Goggles</td><td>50/- *</td></tr><tr><td>08.</td><td>Not using 24 V Supply For Internal Work</td><td>500/-</td></tr><tr><td>09.</td><td>Electrical Plugs Not used for hand Machine</td><td>100/-</td></tr><tr><td>10.</td><td>Not Slings property</td><td>200/-</td></tr><tr><td>11.</td><td>Using Damaged Sling</td><td>200/-</td></tr><tr><td>12.</td><td>Lifting Cylinders Without Cage</td><td>500/-</td></tr><tr><td>13.</td><td>Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.</td><td>200/-</td></tr><tr><td>14.</td><td>Not Removing Small Scrap From Platforms</td><td>200/-</td></tr><tr><td>15.</td><td>Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting</td><td>200/-</td></tr><tr><td>16.</td><td>Not Maintaining Electric Winches Which are Operated Dangerously</td><td>500/-</td></tr><tr><td>17.</td><td>Improper Earthing Of Electrical T&P</td><td>500/-</td></tr><tr><td>18</td><td>No or improper barricading</td><td>500/-</td></tr><tr><td>19.</td><td>Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)</td><td>1000/-</td></tr><tr><td>20.</td><td>Accident Resulting in Partial Loss in Earning Capacity</td><td>25,000/- per victim</td></tr><tr><td>21.</td><td>Fatal Accident/Accidents Resulting in total loss in Earning Capacity</td><td>1,00,000/- per victim #</td></tr></table> Legend:-*: per head, #: or as deducted by Customer whichever is higher	SN	Violation of Safety Norms	Fine (in BDT)	01	Not Wearing Safety Helmet	50/- *	02.	Not wearing Safety Belt or not anchoring life line	100/-*	03	Not wearing safety shoe	100/-*	04	Not keeping gas cylinders vertically	100/-	05	Not using flash back arrestors	50/-	06	Not wearing gloves	50/- *	07.	Grinding Without Goggles	50/- *	08.	Not using 24 V Supply For Internal Work	500/-	09.	Electrical Plugs Not used for hand Machine	100/-	10.	Not Slings property	200/-	11.	Using Damaged Sling	200/-	12.	Lifting Cylinders Without Cage	500/-	13.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-	14.	Not Removing Small Scrap From Platforms	200/-	15.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-	16.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-	17.	Improper Earthing Of Electrical T&P	500/-	18	No or improper barricading	500/-	19.	Activity carried out without Safety work permit (Height work, Lifting activity, Hot work-each person/case)	1000/-	20.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim	21.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/- per victim #
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	Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.
10.6	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
10.7	BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving one month notice to the Contractor. BHEL reserves the right to short close the contract/reduce the deployment (strength) of contractor manpower upon giving one month notice, depending upon requirement. In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon approved rate of the contractor and no other compensation will be granted by BHEL. The quantity of various categories of manpower as per price schedule may vary to any extent (upward / downward) and no compensation is payable by BHEL on this account.
10.8	Contractor's personnel posted at site shall not move outstation without the prior permission of Construction Manager of BHEL.
10.9	PRICE VARIATION CLAUSE / RATE REVISION The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation / revision shall be payable.
10.10	LIMITATION OF LIABILITY Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
10.11	WARRANTY / GUARANTEE Not applicable.
10.12	SECURITY DEPOSIT Security deposit shall be as per respective clauses of GCC
10.13	PERFORMANCE BOND Not applicable.
10.14	Any terms & conditions not mentioned in VOL-II of tender document, shall be as per GCC (Vol-I) of tender document.
10.15	These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these special conditions contract (SCC), the same shall be brought out by the bidder in writing to BHEL for clarification, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.