



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

### TCN - 01

Ref: PSER:SCT:KLN-Q1973:TCN-01

Date: 04-07-2019

Sub	Tender Change Notice (TCN)- 01.	
Job	Providing services for development of safety culture and effective implementation of Health, Safety & Environment (HSE) at 2x660 MW Maitree STPP, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1973:19.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1973:7607 Date: 24-06-2019
	3.0	Other References, if any.

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

1. Revised VOLUME-II&ID-R-01 (Technical specification along with Special conditions of contract) attached superseding VOLUME-IF-TCC-CML-R-00, issued earlier along with NIT.
2. The clarifications to bidder's queries are attached at Annexure-A.
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

Dy. Mgr (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 1 OF 25

### CONTENTS


CLAUSE NO.	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
2.0	NAME OF WORK
3.0	OBJECTIVE
4.0	BROAD SCOPE OF WORK
5.0	SITE VISIT
6.0	DEVIATIONS/ CLARIFICATIONS
7.0	SITE FACILITIES
8.0	COMPLETION PERIOD
9.0	QUALIFICATION OF CONTRACTOR'S PERSONNEL
10.0	CONTRACT PRICE
11.0	TERMS OF PAYMENT
12.0	BIILING BREAK-UP
13.0	SUB-CONTRACTING
14.0	HEALTH, SAFETY & ENVIRONMENT
15.0	CLEANLINESS
16.0	RESPONSIBILITIES WITH REGARD TO EMPLOYMENT OF LABOUR, ETC.
17.0	INSURANCE
18.0	CERTIFICATE TOWARDS COMPLETION
19.0	EXTENSION OF TIME FOR COMPLETION
20.0	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE
21.0	OVER RUN CHARGES
22.0	REVISION ON ACCEPTED CONTRACT RATE
23.0	PRICE VARIATION CLAUSE/ ESCALATION
24.0	SECURITY DEPOSIT, PERFORMANCE BOND & FINAL BILL
25.0	TAXES, DUTIES, ETC
26.0	LIMITATION OF LIABILITY
27.0	LIQUIDATED DAMAGE
28.0	GUARANTEE
29.0	CUSTOM CLEARANCE
30.0	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES AND BUILDINGS
31.0	EXPATRIATE PERSONNEL
32.0	BANK DETAILS
33.0	LAWS AND REGULATIONS
34.0	OTHER TERMS

<b>TENDER NO – PSER:SCT:KLN-Q1973:19</b>		
<b>VOLUME-II&amp;ID-TCC, (REV-01)</b>	<b>TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT</b>	<b>PAGE 2 OF 25</b>

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

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

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 3 OF 25

	 <p style="text-align: center;">LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT</p>
1.2	<p><b>APPROACH TO SITE</b></p> <p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessore, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	<p><b>OWNER</b></p> <p>Bangladesh-India Friendship Power Company (Pvt.) Limited (BIFPCL) is the owner which is a 50:50 joint venture company of NTPC, India and Bangladesh Power Development Board BPDB, Bangladesh.</p>
1.4	<p><b>OWNER'S ENGINEER (CONSULTANT)</b></p> <p>FICHTNER GmbH &amp; Co. KG, Stuttgart, Germany is the Owner's Engineer i.e. consultant of the Owner.</p>
<b>2.0</b>	<p><b>NAME OF WORK</b></p> <p><b>Providing services with manpower for Development of Safety Culture and effective implementation of Health, Safety and Environment Management system for construction of 2x660MW Maitree Super Thermal Power Project site, Rampal, Bangladesh in compliance with relevant Bangladesh Legislations, HSE plan, ISO-14001 and OHSAS-18001/ISO-45001 and to the satisfaction of the owner &amp; its consultant, Fichtner GmbH, BHEL and other stakeholders.</b></p>
<b>3.0</b>	<p><b>OBJECTIVE</b></p>
<b>3.1</b>	<p>To take preventive measures so as to avoid any unwarranted incident at site.</p>
<b>3.2</b>	<p>BHEL site job involve working at height, Hot work, Radiography, Confined Space, Deep Excavation, Heavy Lifting, Chemical handling, Handling of Electrical and Electronic circuits including high voltage and also in hazardous condition like uneven mud road, water accumulation, strong wind etc. To ensure safe working, systematic approach to identify the risks, analyze the risk and find out the mechanism to mitigate the same, needs to be developed in line with the best practices prevailing in the industry.</p>
<b>3.3</b>	<p>Further for sustenance of these activities, safety culture needs to be built up by</p>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 4 OF 25

	training of personnel and hand holding for a longer period.
<b>4.0</b>	<b>BROAD SCOPE OF WORK</b>
4.1	To assess the gaps in execution pertaining to safety and advise BHEL site management on relevant improvement measures to be adopted and provide guidance on implementation.
4.2	Train BHEL personnel and those working with erection agencies through classroom and on-site training, for building capability for adopting proactive measures to prevent incidents.
4.3	Conducting regular audits at site for identifying weak areas and suggest corrective measures.
4.4	To administer/manage Construction Safety at the site
4.5	Evaluate the gaps in experience and capability of man-power deployed and provide support to ensure capabilities required for critical work by through conducting Capacity building programs for safety supervisors of BHEL/Sub-contractor.
<b>4.6</b>	<b>ROLES &amp; RESPONSIBILTIES</b>
4.6.1	Assist BHEL in Liaising with Local authority/ statutory authority/local facilities like hospitals, fire stations, disaster management agencies etc. as and when required.
4.6.2	Coordinating in setting up and maintenance of a safety park at a suitable location with help of agencies
4.6.3	Providing HSE induction training (in Hindi and Bengali) of all persons of BHEL and agencies before issue of gate pass. A short induction briefing to be made to all visitors at the gate. HSE Competency evaluation of skilled workmen to be performed before engagement in the job and also during execution whenever required. Documents like Height-pass to be issued by the agency. Competency evaluation shall be done for skilled/semiskilled manpower before induction training.
4.6.3.1	Providing HSE training to Management and Supervisory staff of BHEL and its agencies to improve HSE culture at site. Training module shall be submitted to BHEL for review and approval.
4.6.4	Co-ordinating with Medical Centre for Pre-job and regular health check-up of personnel
4.6.5	Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same. The agency shall prepare supplementary documents of the HSE plan (including auxiliary documents), if necessary and suggest relevant changes of the plan for improvement. But this shall require approval of BHEL.
4.6.6	Imparting HSE related skill training (in Hindi & Bengali) with certification (like certification for Scaffolders, Scaffolding supervisor, Scaffolding inspectors, Riggers, Operators etc.) and organizing mock drills on rescue, first-aid, trauma and emergency response. A competency certificate to be issued to each participant by the agency.
4.6.7	Inspection of all PPEs, safety equipment, T&Ps etc. and maintaining record.
4.6.8	To Ensure risk assessment / hazard spotting exercises are carried out on regular basis Preparation/monitoring/approval of Permit-to-work, HIRA & Method statement, JSA, lifting plan and development of auxiliary documents/ formats related to HSE plan. The agency personnel shall sign the documents on behalf of BHEL.
4.6.9	Systematically conducting HSE inspection on daily basis, Recording and analysis of observations, categorisation, reporting and finally following up closure of observations including observation raised by Customer (BIFPCL) and their consultant (FICHTNER). In addition, co-ordination of Internal/External audit.

<b>TENDER NO – PSER:SCT:KLN-Q1973:19</b>		
<b>VOLUME-II&amp;ID-TCC, (REV-01)</b>	<b>TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT</b>	<b>PAGE 5 OF 25</b>

4.6.10	Incident management and documentation
4.6.11	Generation of periodic report and sharing the same with competent authorities
4.6.12	Liaising closely with those responsible for Emergency Procedures within the organisation to ensure, so far as possible, the prevention of fire and the safe evacuation of employees in emergency situations
4.6.13	Checking labour welfare measures both at site and labour colony and monitoring closing of related issues..
4.6.14	Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSE celebration, Periodic HSE review, putting up educative posters and banners, organizing house-keeping drive, walk-through by top officials, periodic health camps etc.
4.6.15	Designing and implementation of appropriate scaffolding conforming to codes, imparting training and guidance to scaffolders, scaffolding supervisors and certification of scaffolding supervisors and inspectors. All scaffoldings to be certified by the agency's scaffolding inspector by signing the scaffolding tag.
4.6.16	Designing and implementation of Lift Plan, imparting training, certification and guidance to riggers, rigging foreman, crane operators and signalman. Inspection before Critical and ODC Lift. The lifting plan, riggers , signalman, operators of T&Ps to be reviewed and approved by the agency's person.
4.6.17	Managing environmental project activities including, scheduling, tracking and planning for environmental assessments, site investigations, feasibility studies, and remedial action plans. It includes house-keeping, waste disposal, storage and handling of chemicals, environmental monitoring and ensuring legal compliance.
4.6.18	Establishment and promotion of Safety culture at site by means of survey, trainings/workshops for management personnel as well as supervisory personnel of BHEL and its associates.
4.6.19	Quarterly audit by competent auditor(s) and facilitating closure of all NCs and OFIs. Safety analysis of top 3 issues and rollout various program to combat. Software- Audit Inspection management including CAPA, BBS, Incident management etc
4.6.20	Daily Safety Clearance shall be given by the agency along with implementation of necessary PTW system.
4.6.21	All documents including all presentations created/ used for this project shall be shared with BHEL for future reference in soft form.
<b>5.0</b>	<b>SITE VISIT</b> The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
<b>6.0</b>	<b>DEVIATIONS/ CLARIFICATIONS</b> Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc, indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format, will not be recognized and will not form a part of consideration/ offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
<b>7.0</b>	<b>SITE FACILITIES</b>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 6 OF 25

7.1	<b>ACCOMODATION</b>		
	Furnished Bachelor accommodation (single room basis) along with Mess facilities shall be provided by BHEL free of cost. However, food shall be on chargeable basis.		
7.2	<b>LOCAL CONVEYANCE</b>		
	Local conveyance, as required, for to and fro movement between site and living accommodation, shall be given by BHEL free of cost.		
7.3	<b>SITE OFFICE</b>		
7.3.1	Site Office along with other infrastructure such as training room etc. shall be provided by BHEL within the quoted rates.		
7.3.2	The contractor shall provide unlimited mobile facility, camera and sufficient nos. of Laptop/ Desktop for the use of their safety personnel at their own cost.		
7.4	<b>MISCELLANEOUS</b>		
7.4.1	The contractor has to arrange for medical facilities for their personnel posted at site at their cost.		
7.4.2	Contractor shall also nominate one of their senior Engineer/ Engineer as site-in-charge for all contractual dealings/payment purpose etc. for the site and power of attorney shall be issued in his name.		
7.4.3	The to and fro travel charges from India / any other country upto the place of stay near site, as arranged by BHEL, shall be in the scope of the successful bidder.		
<b>8.0</b>	<b>COMPLETION PERIOD</b>		
8.1	The contract period for the scope of work as per tender terms and conditions shall be for a period of <b>12 (Twelve) months</b> from the date of start of work as intimated by BHEL site.		
8.2	Further, at the sole discretion of BHEL, this contract may be extended further for a period of maximum 12 (Twelve) months at the same rate and terms and conditions in phases of one month each.		
<b>8.3</b>	<b>DEPLOYMENT PERIOD</b>		
8.3.1	The tentative category wise requirement and deployment period of HSE personnel at the project site shall be as mentioned below:		
	<b>DESCRIPTION</b>	<b>QTY</b>	<b>DURATION</b>
8.3.1.1	HSE Expert/Manager	1 No.	12 Months
8.3.1.2	HSE Trainer for Supervisors & Engineers	1 No.	12 Months
8.3.1.3	HSE Trainer for workers	1 No.	12 Months
8.3.1.4	Sr. HSE Officers	2 Nos.	12 Months (each)
8.3.1.5	HSE Officer	1 Nos.	12 Months
8.3.1.6	Environment Safety Officer	1 No.	12 Months
8.3.1.7	Scaffolding Expert	1 No.	12 Months
8.3.1.8	Rigging Expert	1 No.	12 Months
8.3.2	Zero date of deployment: It shall be likely within one month from award of contract. However, intimation for deployment/mobilization shall be provided by BHEL after award of the contract. Contractor shall mobilize the manpower and start the work at site within 15 (Fifteen) days from the date of getting written intimation from BHEL site.		
8.3.3	Each of these HSE personnel shall be deployed in specific area of erection and shall co-ordinate with all sub-agencies for facilitating implementation of HSE system. The HSE officers of various agencies of BHEL shall report to the HSE Expert/Manager deployed by the successful vendor. The HSE team shall report to BHEL site HSE Head or Site Construction Manager, as the case may be		
8.3.4	The agency shall deploy a team of Qualified HSE professionals as advised by BHEL from time to time in synchronization with the project progress.		
8.3.5	The abovementioned duration and quantity is tentative and actual man-month deployed may vary to any extent. The quoted Unit rate shall remain firm throughout		

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 7 OF 25

	contract duration, including extensions if any, for such variation, affecting up to +/- 30% variation in total contract value.
<b>9.0</b>	<b>QUALIFICATION OF CONTRACTOR'S PERSONNEL</b>
<b>9.1</b>	The category wise qualification of HSE personnel shall be as mentioned below:
9.1.1	<p><b>HSE Expert/Manager</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a graduate in engineering in Mechanical/Electrical/ Civil/ Construction Management/ Environmental Science from a recognized institution</li> <li>ii. Must have a SCTE&amp;VT/AICTE recognized degree or diploma in industrial safety with a paper in construction safety</li> <li>iii. Must have worked for 15 years or more as on the date of deployment in the field of construction of power plant/ Port/ Petrochem/ Refinery factory, out of which at least 10 years should be in HSE function. He shall have experience of managing HSE Management System of a large capacity plant from main contractor or owner side.</li> <li>iv. Must be a certified Internal Auditor for ISO 14001 and ISO 45001</li> <li>v. Must be fluent in English and Bangla/Hindi in reading and writing.</li> <li>vi. Must have working proficiency in Computer operation including MS Office, Power Point, etc.</li> <li>vii. The candidate shall be neither younger than 35 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</li> </ul>
9.1.2	<p><b>HSE Trainer for Supervisors &amp; Engineers</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a graduate in engineering in Mechanical/Electrical/ Civil/ Construction Management/ Environmental Science from a recognized institution</li> <li>ii. Must have a SCTE&amp;VT/AICTE recognized degree or diploma in Safety Management or NEBOSH IGC</li> <li>iii. Must have worked for 10 years or more as on the date of deployment in the field of construction of power plant/ Port/ Petrochem/cement factory, out of which at least 07 years should be in HSE function and training.</li> <li>iv. Must be a certified Internal Auditor for ISO 14001 and ISO 45001</li> <li>v. Must be fluent in English and Bangla in reading and writing.</li> <li>vi. Must have working proficiency in Computer operation including MS Office, Power Point, etc.</li> <li>vii. The candidate shall be neither younger than 35 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</li> </ul>
9.1.3	<p><b>HSE Trainer for workers</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a Diploma / Graduate in engineering in Mechanical/Electrical/</li> </ul>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 8 OF 25

	<p>Civil/ Construction Management/ Environmental Science from a recognized institution</p> <p>ii. Must have a SCTE&amp;VT/AICTE recognized degree or diploma in Safety Management or NEBOSH IGC</p> <p>iii. Must have worked for 07 years or more as on the date of deployment in the field of construction of power plant/ Port/ Petrochem/cement factory, out of which at least 5 years should be in HSE function and training. He shall have competency in on job training as well skill based training.</p> <p>iv. Must be fluent in English and Bangla in reading and writing.</p> <p>v. Must have working proficiency in Computer operation including MS Office, Power Point, etc.</p> <p>vi. The candidate shall be neither younger than 30 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</p>
9.1.4.1	<p><b>Sr. HSE Officers:</b></p> <p>i. Must be at least a graduate in engineering in Mechanical/Electrical/ Civil/ Construction Management/ Environmental Science from a recognized institution</p> <p>ii. Must have a SCTE&amp;VT/AICTE recognized degree or PG diploma in Industrial Safety with a paper in construction safety-</p> <p>iii. Must have worked for 10 years or more as on the date of deployment in the field of construction of power plant/ Port/ Petrochem/cement factory, out of which at least 7 years should be in HSE function.</p> <p>iv. Must be fluent in English and Bangla in reading and writing.</p> <p>v. Must have working proficiency in Computer operation including MS Office, Power Point, etc.</p> <p>vi. The candidate shall be neither younger than 30 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</p>
9.1.4.2	<p><b>HSE Officers:</b></p> <p>i. Must at least complete Diploma in engineering from a recognized institution</p> <p>ii. Must have a recognized degree or diploma in Safety Management OR NEBOSH IGC /Managing safety IOSH OR Advanced Certificate in Workplace Safety &amp; health from Singapore (Min Duration: 60days) OR Have attended certificate courses in following topics: a) Work-at-height safety b) Scaffolding safety</p>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 9 OF 25

	<ul style="list-style-type: none"> <li>c) Fire Safety</li> <li>d) Excavation safety/civil work safety</li> <li>e) Confined space safety</li> <li>f) Electrical safety</li> <li>g) Safe Lifting</li> <li>h) Risk Identification &amp; Control</li> <li>i) Incident reporting &amp; Investigation</li> <li>j) Disaster Management</li> </ul> <ul style="list-style-type: none"> <li>iii. Must have worked for min 2 years in case of graduate engineers or 5 years in case of Diploma holders.</li> <li>iv. Must be fluent in Bangla in speaking, reading and writing and in English in reading and writing.</li> <li>v. Must have working knowledge in Computer operation</li> <li>vi. Candidates with awareness of ISO-14001 and OHSAS-18001 will be preferred.</li> <li>vii. The candidate must not be younger than 27 years and older than 45 years of age. He must have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate in specified format from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</li> </ul>
9.1.5	<p><b>Environment Safety Officer:</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a graduate in engineering in Mechanical/Electrical/ Civil/ Construction Management/ Environmental Science from a recognized institution</li> <li>ii. Must have a PG degree or PG diploma in Environmental Science/ Management (If he is not a graduate in engineering in Environmental Science).</li> <li>iii. Must have worked for 10 years or more as on the date of deployment in the field of construction of power plant/ Port/ Petrochem/cement factory, out of which at least 7 years should be in Environmental Management function. He must be thorough in the Environmental Rules and Regulations of Bangladesh.</li> <li>iv. Must be fluent in English and Bangla in reading and writing.</li> <li>v. Must have working proficiency in Computer operation including MS Office, Power Point, etc.</li> <li>vi. The candidate shall be neither younger than 30 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</li> </ul>
9.1.6	<p><b>Scaffolding Expert:</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a diploma in engineering in Mechanical/ Construction Management from a recognized institution</li> <li>ii. Must have a recognized certification from CITB or STI or TUV or equivalent for min Level 2</li> <li>iii. Must have worked for 10 years or more as on the date of deployment as Scaffolding expert in the field of construction of power plant/ Port/ Petrochem refinery factory. The candidate shall have professional expertise for coaching and certification for Scaffolding inspector/supervisors and scaffolders. He shall have competency in designing Scaffold schemes as per site requirement</li> <li>iv. Must be fluent in Hindi and Bangla in reading and writing.</li> </ul>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 10 OF 25

	v. The candidate shall be neither younger than 30 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.
9.1.7	<p><b>Rigging &amp; Lifting Expert:</b></p> <ul style="list-style-type: none"> <li>i. Must be at least a diploma in engineering in Mechanical/ Construction Management from a recognized institution</li> <li>ii. Must have a recognized certification from LEEA or LOLER or OPITO or equivalent for inspector level.</li> <li>iii. Must have worked for 10 years or more as on the date of deployment as Scaffolding expert in the field of construction of power plant/ Port/ Petrochem/cement refinery factory. The candidate shall have professional expertise for coaching and certification for Rigger, Signalman, and supervisors. He shall have competency in preparing lift plan for critical and ODC Lifting.</li> <li>iv. Must be fluent in Hindi and Bangla in reading and writing.</li> <li>v. The candidate shall be neither younger than 30 years nor older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</li> </ul>
9.2	The CV in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to BHEL Site/EHQ or BIFPCL (if required) for approval before deployment. If required, interview (Physical/telephonic) may be conducted before acceptance / approval of the personnel. Post deployment approval shall not be permitted nor any deviation. The candidate shall be required to produce all original certificates at the site / BHEL EHQ for verification.
<b>10.0</b>	<p><b>CONTRACT PRICE</b></p> <p>The bidder shall quote their rates, in INR, strictly in accordance with prescribed price schedule of Volume-III (latest version). The total price quoted in Price Schedule, Volume-III, shall be considered for evaluation &amp; awarding.</p>
<b>11.0</b>	<b>TERMS OF PAYMENT</b>
11.1	Successful bidder shall submit RA bill at the end of each month as per billing break-up of the tender and in line with currency matrix. Bill shall be accompanied with list of services rendered during the month and attendance sheet (certified by BHEL Engr.).
11.2	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 45 days of submission of the bill.
11.3	However, no extra payment / interest charges shall be made in the event of deferment in payment.
11.4	For all items of work as per vol.-III, rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing / winding up of the site and on certification of the BHEL site in-charge. Contractor's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. Payments will be made as per rates accepted.
11.5	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
11.6	The contractor shall raise monthly RA bills either from their Bangladesh office on

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 11 OF 25

	BHEL-site office (Bangladesh) or from their Indian office on BHEL Kolkata office, India. However, the bill shall be submitted at site for verification and further processing for onward payment.
11.8	BHEL site in-charge shall be the paying authority cum controlling officer for contractual dealing of the site.
11.9	Please refer currency matrix for further details on terms of payment
<b>12.0</b>	<b>BIILING BREAK-UP</b>
12.1	Progressive payment, as per terms of payment provision of the tender, shall be made as per billing schedule break-up, operated on contract rate/ price. The percentages of billing schedule are only for the purpose of progressive payments and should not be construed as price of individual items and successful bidder shall complete the work without any reference to the break up.
12.4	BHEL, at their discretion, may further split up above percentages and effect payment to suit the site condition, cash flow requirement and according to the progress of work.
12.5	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.
<b>13.0</b>	<b>SUB-CONTRACTING</b>
	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
<b>14.0</b>	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b>
14.1	HSE shall be guided by a separate volume (DOCUMENT NO HSEP:14-MAITREE: VENDOR DATE:05.05.16) , over and above the below mentioned terms and conditions.
<b>15.0</b>	<b>CLEANLINESS</b>
	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.
<b>16.0</b>	<b>RESPONSIBILITIES WITH REGARD TO EMPLOYMENT OF LABOUR, ETC.</b>
16.1	Successful bidder shall also comply with the requirements of local authorities (Govt. of Bangladesh) with regard to employment of labours/workers at project site.  They shall comply with any other statutory requirement/ local authority requirement such as police verification of antecedents of the workmen, staff, etc. with regard to employment of labours/ workers at project site. In case of workmen / supervisors deployed to project from INDIA / any other country, necessary statutory guidelines issued by Indian Govt./ concerned Govt. authorities shall be strictly complied with in addition to local laws.
16.2	BHEL/ customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Successful bidder shall enable such facilities to BHEL / Customer.
16.3	It is the responsibility of the successful bidder to arrange gate pass for all his employees, T & P etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the successful bidder. Successful bidder to follow all the procedures laid down by the customer for making gate passes. where permitted, by customer/ BHEL, to work beyond normal working hours, the successful bidder shall arrange necessary work permits for working beyond normal working hours.

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 12 OF 25

16.4	If at any time during the execution of work, it is noticed that the work is suffering on account of non-availability/shortfall in provision of resources from the successful bidder's side BHEL will make suitable alternate arrangements at the risk and cost of successful bidder. The expenditure incurred with overheads thereby shall be recovered from the successful bidder.
16.5	The successful bidder shall deploy all the skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the successful bidder at any time if he is found to be unsuitable and the successful bidder shall forthwith remove him. Successful bidder should furnish a tentative deployment plan of his manpower as required in GCC. Also the actual deployment will be so as to satisfy the project schedule of erection and commissioning.
16.6	It is the responsibility of the successful bidder to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL 's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to set the erection and commissioning targets will be final and binding on the successful bidder.
16.7	Successful bidder shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
16.8	The successful bidder's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.
16.9	The supervisory staff employed by the successful bidder shall ensure proper outturn of work and discipline on the part of the labour put on the job by the successful bidder. Also in general they should 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 successful bidders of BHEL or BHEL 's client.
16.10	If at any time, it is found that the successful bidder is not in a position to deploy the required engineers/supervisors/workmen due to any reason, BHEL shall have the option to make alternate arrangements at the successful bidder's risk and cost.
<b>17.0</b>	<b>INSURANCE</b>
17.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package 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 including theft, sabotage, fire, lightning and other natural calamities.
17.2	Contractor shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
17.3	The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL/ customer at Project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 13 OF 25

	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 contractor of his contractual obligation for the materials in his custody.
17.4	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, 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 contractor.
17.5	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
<b>18.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
	The work under the scope of the successful bidder shall be deemed to have been completed in all respects only when so certified by BHEL/ owner. The decision of BHEL in this regard shall be final and binding on the successful bidder.
<b>19.0</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
19.1	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.
19.2	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.
19.2	However, if any 'Time extension' is granted to successful bidder to facilitate continuation of work & completion of contract, due to backlog attributable to successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to successful bidder, in addition to any other actions BHEL may take at the risk and cost of successful bidder.
19.3	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.
19.4	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
19.5	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.
<b>20.0</b>	<b>INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE</b>
	Not applicable for this tender.
<b>21.0</b>	<b>OVER RUN CHARGES</b>
	Not applicable for this tender.
<b>22.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b>
	Not applicable in this tender.
<b>23.0</b>	<b>PRICE VARIATION CLAUSE/ ESCALATION</b>

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 14 OF 25

	Not applicable in this tender.
<b>24.0</b>	<b>SECURITY DEPOSIT, PERFORMANCE BOND &amp; FINAL BILL</b>
24.1	Security deposit shall be applicable as per relevant clause of GCC (Volume-IB).
24.2	Performance bond is not applicable for the tender.
24.3	<b>RELEASE OF SD BG AND FINAL BILL</b>
	In addition to other provisions of tender regarding release of SD and final bill, following provisions shall also be governing to this tender.
24.3.1	For SD BG- further extension beyond date of acceptance of final bill will not be enforced if the following is fulfilled.
24.3.1.1	Successful bidder discharges their responsibility in r/o of submission of final bill along with absolute 'No Demand Certificate' and other documents as detailed below to the satisfaction of BHEL
24.3.1.2	Joint protocol of set of documents as submitted as detailed in below is certified by site & successful bidder's representative.
24.3.1.3	There is no negative value of the final bill (after release of SD BG) - site to certify the same before release of SD BG.
24.3.1.4	Successful bidder has returned the property belonging to BHEL - site to certify the same before release of SD BG.
24.3.1.5	Successful bidder has submitted joint protocol against 'Delay analysis', if applicable for delayed execution of job.
24.3.2	List of documents to be submitted & jointly protocoled indicating acceptance of final bill by BHEL.
24.3.2.1	Final bill.
24.3.2.2	Measurement for final bill signed, jointly signed by BHEL & successful bidder's representative.
24.3.2.3	Statement having cumulative joint measurement for the contract, jointly signed by BHEL & successful bidder's representative.
24.3.2.4	Claim by successful bidder for refund of security deposit.
24.3.2.5	Jointly signed material reconciliation statement.
24.3.2.6	Statement of payment received from BHEL – Bill wise (Including RA/ PVC/ ORC/ rate revision/ extra work).
24.3.2.7	No claim certificate by successful bidder.
24.3.2.8	Clearance certificates wherever applicable, viz clearance certificates from customer, various statutory authorities, like Labour Department, PF Authorities, Commercial Department, etc.
24.3.2.9	Notarized Indemnity Bond as per prescribed format.
<b>25.0</b>	<b>TAXES, DUTIES, ETC</b>
25.1	<b>Below mentioned clauses shall be applicable for Bidders outside India:</b>
25.1.1.0	<b>BANGLADESH VAT</b>
25.1.1.1	The Bidder 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.
25.1.1.2	The subject job shall be a Supply of manpower Job [ Service Code S 072.00]. As per Section 6 (4aa) of The Bangladesh Value Added Tax Act, 1991, the bidder shall not collect VAT 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.
25.1.1.3	Adequate documents for not charging/ claiming VAT from BHEL shall be made available to the Bidder.
25.1.1.4	The bidder shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 15 OF 25

	Number of BHEL site office.
25.1.1.5	<p>Bidder 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:</p> <p>BHEL Bangladesh VAT Regn. No. 000761853 Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh</p>
25.1.1.6	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 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.
25.1.1.7	Value Added Tax Deduction at Source:
	BHEL will not deduct any VAT from Bidder's Gross Bill and such bidder need not to load any Output VAT in Bidder's quoted price.
25.1.2	<b>INCOME TAX DEDUCTION AT SOURCE:</b>
25.1.2.1	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
25.1.2.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax shall be deducted, as is applicable.
25.1.2.3	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.
25.1.2.4	The bidder 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.
25.1.2.5	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.
25.1.2.6	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.
25.2	<b>Below mentioned clauses shall be applicable for Bidders from India:</b>
25.2.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
25.2.2	Any increase in the above at any stage during execution including extension of the

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 16 OF 25

	contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
25.2.3	GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
25.2.4	The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
25.2.5	Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.
25.2.6	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
25.2.7	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
25.2.8	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL GSTN – 19AAACB4146P1ZC NAME - Bharat Heavy Electricals Limited ADDRESS – Plot No. 9/1, DJ-Block, Sector-II, Salt Lake City, Kolkata, West Bengal 700091.
25.2.9	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances  Portal Address – Shall be intimated later. And Email Address – Shall be intimated later.  In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
25.2.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
25.2.11	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
25.2.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 17 OF 25

	BHEL, as the case may be.
25.2.13	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
25.2.14	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
<b>26.0</b>	<b>LIMITATION OF LIABILITY</b>
	Notwithstanding anything to the contrary in this Agreement or the Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the Supplier, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Purchase Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.
<b>27.0</b>	<b>LIQUIDATED DAMAGE</b>
	Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. In case Contractor deploys the manpower beyond the period specified in the Contract, BHEL will have no obligation to accept the same and reserves the right to deploy such manpower at the risk and cost of the contractor, along with BHEL overheads @ 5%. The total ceiling for such overheads as liquidated damages shall be limited to 10 % of the executed contract value.
<b>28.0</b>	<b>GUARANTEE</b>
28.1	Not applicable.
<b>29.0</b>	<b>CUSTOM CLEARANCE</b>
29.1	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.
29.2	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.
29.3	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.

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 18 OF 25

<b>30.0</b>	<b>IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES AND BUILDINGS</b>
30.1	The Contractor shall provide each of his 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.
30.2	All vehicles and large equipment furnished and used by the Contractor on the Work shall be clearly marked with the Contractor'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.
30.3	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.
30.4	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.
<b>31.0</b>	<b>EXPATRIATE PERSONNEL</b>
31.1	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.
31.2	Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.
31.3	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.
31.4	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.
<b>32.0</b>	<b>BANK DETAILS</b>
32.1	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.
<b>33.0</b>	<b>LAWS AND REGULATIONS</b>
33.1	The Successful bidder agrees and acknowledges that:
33.1.1	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 registrations with relevant agencies or other Governmental Authorities required in connection

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 19 OF 25

	therewith) and; (iii) with the terms and conditions of any Authorizations.
33.1.2	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.
33.1.3	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.
33.2	Without prejudice to the generality of the foregoing:
33.2.1	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.
33.2.2	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.
33.2.3	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.
33.2.4	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.
33.2.5	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.
33.3	<b>Compliance</b>
33.3.1	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.
33.3.2	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.
33.3.3	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.
33.4	<b>Related Compliance Obligations</b>
33.4.1	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.
33.4.2	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.
33.4.3	The Successful bidder shall provide BHEL / Employer with a copy of all

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 20 OF 25

	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).
33.4.4	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.
33.5	<b>Permits and Licenses</b>
33.5.1	Successful bidder shall obtain and maintain all consents, permits and licenses (“ <b>Consent</b> ”) 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.
33.5.2	Specifically, where a 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.
33.5.3	<p>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.</p> <p>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.</p>
33.6	<p><b>SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC.</b></p> <p>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.</p>
34.0	<b>OTHER TERMS</b>
34.1	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.
34.2	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

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 21 OF 25

	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.
34.3	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.
34.4	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.
34.5	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.
34.6	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.
34.7	The Contractor shall provide and employ in connection with the execution of the Works :
34.7.1	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.
34.7.2	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.
34.7.3	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.
34.7.4	<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.
34.7.5	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.

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 22 OF 25

34.7.6	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.
34.7.7	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.
34.7.8	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.
34.7.9	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.
34.7.10	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.
34.7.11	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.
34.7.12	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.
34.7.13	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.
34.8	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:
34.8.1	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

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 23 OF 25

	damage to or loss of property.
34.8.2	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 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.
34.8.3	Any and all Losses arising directly or indirectly from or incurred by reason of any failure of Contractor:
34.8.3.1	To pay any Taxes relating to income or any other Taxes required to be paid by such person;
34.8.3.2	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.
34.8.3.3	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;
34.8.4	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;
34.8.5	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
34.8.6	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.
34.8.4	Contractor Obligation to Ensure
34.8.4.1	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.
34.8.4.2	All accidents shall be reported by the Contractor directly to the appropriate Governmental Authority as per Applicable Law remaining in force.
34.8.4.3	Automobile Liability Insurance: Covering use of all vehicle use by the Contractor (whether or not owned by them) in connection with the execution of the Contract.
34.8.4.4	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.
34.9	Laws and Regulations : The contractor agrees and acknowledges that :
34.9.1	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

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 24 OF 25

	registrations with relevant agencies or other Governmental Authorities required in connection therewith) and (iii) with the terms and conditions of any Authorizations.
34.9.2	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.
34.9.3	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.
34.10	<b>SIGN BOARDS</b>
	<p>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:</p> <ul style="list-style-type: none"> <li>a) the name of the Work</li> <li>b) the name of the Contractor</li> <li>c) all other details as required by the BHEL or Customer or Engineer</li> </ul> <p>The Contractor shall maintain the sign boards and remove them on completion of the Works or when instructed by the Engineer</p>
34.11	Deleted.
34.12	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.
34.13	While bidder's scope include deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no sub-contracting for execution of the job is allowed by BHEL, depending on project's requirement and on prior acceptance of BHEL, bidder may associate agencies for deployment of skilled/ un-skilled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
34.14	Drawings issued, if any, are for tender purpose only. No additional financial implication will be entertained by BHEL at a later date on account of any alteration to this.
34.15	Successful bidder shall provide temporary barricade all around the working area to avoid any untoward incident, as per guideline of customer.
34.16	Successful bidder shall strictly comply with the HSE guidelines of BHEL & customer and follow the Access Control System regarding security aspect of the project.
34.17	Any other non-conformity noticed w.r.t. customer's guidelines, but not listed in the tender, will also be fined. Decision of BHEL in this regard is final & binding on successful bidder. For this purpose, it is prudent that bidder visit site prior to offer submission and get acquainted with local environment, customer's guideline, etc. No claim successful bidder, whatsoever, at a later date will be entertained by BHEL. The amount will be deducted from bills of the successful bidder The amount collected on the above will be utilized for giving award to the employees of various agencies working at site who could avoid accidents by following safety rules and for improving the safety at site. Such award will be decided by the committee consisting of employees of agencies working within the project and be awarded in presence of

TENDER NO – PSER:SCT:KLN-Q1973:19		
VOLUME-II&ID-TCC, (REV-01)	TECHNICAL SPECIFICATION ALONG WITH SPECIAL CONDITIONS OF CONTRACT	PAGE 25 OF 25

	BHEL representative.
34.18	Successful bidder shall submit indemnity bond after receipt of LOI towards indemnifying BHEL of non-fulfillment of any statutory payments to authorities as per prescribed format in line with customer's format.
34.19	The successful bidder shall make arrangement at their own cost for necessary access to the work site from common access road.
34.20	The security and safety laws/ guidelines as applicable from time to time shall have to be strictly followed by the successful bidder. For this purpose, it is prudent that bidder visit site prior to offer submission and get acquainted with local environment, customer's guideline, etc. No claim successful bidder, whatsoever, at a later date will be entertained by BHEL.
34.21	For materials supplied by the successful bidder for the project, entry gate pass duly signed & stamped, as per guidelines of the project, to be submitted positively for record purpose.
34.22	No announcements, press releases, handouts or photographs for publication etc. relating to this agreement/ purchase-order/ work-order or any part of the Supply/Work shall be issued or released without BHEL's prior written approval.
34.23	Duly filled & Signed, BHEL Evaluation Report (Customer Approval Format) as per attached format to be submitted by the bidders along with their offer.
34.24	EXIM Bank undertaking as per attached format to be furnished by the bidder along with their offer.
34.25	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.

SI no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1	NIT Clause 26	MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only	We are a Small Scale Service Industry having valid Udyog Aadhaar Memorandum. Please clarify whether we are eligible for waiver of cost of Tender and EMD, as applicable in the case of other BHEL PSER Tenders / PSUs / Govt. of India Tenders.	MSE suppliers eligible for waiver of cost of Tender and EMD for this Tender.
2	Annexure –A Amendment to GCC Clause no 1.3.9.2	In addition to above, the EMD amount in excess of Rs. 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank.	Please furnish the BG format for EMD and confirm that we can use your Bank details given at clause 32 of TCC for issuing BG if required.	Refer VOL-I for all formats.
3	Annexure 1 Pre qualification Criteria Sl. No. 2.2	The Bidder Should Have Experience of Providing Similar HSE Services Outside India In Any Under Construction Power Plant/ Petro-Chemical Plant/ Steel Plant/ Industrial Plant Sites During Last Seven Years Ending On Latest Due Date Of Bid Submission.	We have extensive experience in providing HSE services to BHEL PSER / PSSR / VARIOUS OTHER major private sector company in the Power sector in India for over 15 years.  Therefore, we can provide the service for this project and request you to kindly delete this clause	As per Tender.
4	Annexure –A Amendment to GCC Clause no 2.8.5	The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum..... required by the Law.	This clause is refers to Indian rules and regulations. Please let us know the relevant rules and regulation applicable at Bangladesh since the work is being done in Bangladesh.  Since the work is in Bangladesh, review this clause and specify statutory requirement of Bangladesh Govt-which we have to comply with?	As per Tender.
5	Annexure –D Specific Clause w.r.t. BOCW Act & Cess Act	1. It shall be the sole responsibility of the con..... made thereunder.	This clause is applicable for India rules. Please let us know the Bangladesh act.	As per Tender.

SI no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
6	Annexure – E Statewise GST Registration	GST Clause refer to Indian Conditions	Please review and clarify whether Indian GST is applicable and if any other GST or Similar tax is applicable in Bangladesh	As per Tender.
7	Technical conditions of Contract Clause 7.4.1	The contractor has to arrange for medical facilities for their personnel posted at site at their cost.	First Aid & Medical Facility at site to be extended to HSE officers by BHEL or the Plant.	NOTED.
8	Technical conditions of Contract Clause 7.4 Miscellaneous sub Clause 7.4.3	The to and fro travel charges from India / any other country upto the place of stay near site, as arranged by BHEL, shall be in the scope of the successful bidder.	For Visa, necessary supporting docs to be issued by BHEL to get the VISA approved from the competent authority in Bangladesh.	As per Tender.
9	Technical conditions of Contract Clause 8.3 Deployment Period sub clause 8.3.4	The agency shall deploy a team of Qualified HSE professionals as advised by BHEL from time to time in synchronization with the project progress.	Please confirm professional charges of the Engineer as well as TA & DA will be borne by BHEL.	As per Tender.
10	Technical conditions of Contract Clause 9 Qualification of Contractor's Personnel sub clause 9.1.1 to 9.1.5	Regarding qualifications of HSE Expert/Manager,HSE Trainer for Supervisors & Engineers, HSE Trainer for workers, Sr.HSE Officers ,HSE Officers ,Environment Safety Officer apart from Mechanical/Electrical/Civil/ Construction Management/ Environmental Science	the following domains may also be added: 1) Production Engineering 2) Chemical Engineering 3) Electrical & Electronics Engineering(EEE)	Domains of Production Engineering and Electrical & Electronics also are acceptable.

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Providing services for development of safety culture and effective implementation of Health, Safety & Environment (HSE) at 2x660 MW Maitree STPP, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1973:19.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1973:7607 Date: 24-06-2019
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-Q1973:19 Date: 04-07-2019
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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