



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT: KLN-Q1844:TCN-02

Date: 27-07-2017

Sub	Tender Change Notice (TCN)- 02.	
Job	Providing Services Of Field Quality Assurance Engineer For Different Working Areas for Unit- 1 & 2 At 2x660 MW Units, Maitree Thermal Power Project, Khulna, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1844:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1844:5804 Date: 10-07-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: KLN-Q1844:TCN-01 Date: 14-07-2017.
	4.0	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. Clarification of bidders' query attached vide Annexure-A to TCN-02.
2. **Revised Volume-II-TS&SCC-Rev-01-(Technical Specification & Special Conditions of Contract)** attached, superseding **Volume-II-Rev-00** issued earlier along with NIT. (Refer cl. nos. 5.1, 6.5, 6.12, 23.0). However, **Bidders are requested to go through all the tender documents before submitting their offer**
3. Due date of submission of offer is extended from 31-07-2017 to **08-08-2017** (15-00 hrs). Bidders are requested to submit their offer by extended due date positively.
4. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
5. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr.Engineer (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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ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1.0	NIT	Due Date of Submission	This is a project to be executed in Bangladesh and we have to go into detail regarding the implications , Risk along with rules and regulations prevalent in Bangladesh. As a mnc we would need approval from our global leadership for which we request you to extend the due date by at least 3 weeks and enable our participation.	DDS extended upto 08-08-2017 (15-00 Hrs.)
2.0	SCC (Vol-II) Clause 3	Providing services with manpower and infrastructures for Field Quality Assurance services at 2x660MW Maitree Thermal Power Project site in compliance with relevant Bangladesh Legislations	Are their any separate legislation applicable on us since we are working on behalf of BHEL PSER in this project	Shal be as per tender.
3.0	SCC (Vol-II) Clause 4.2.6.10	Contractor shall take insurance policies as per provision of GCC (Vol-I of tender document). Contractor shall send power of attorney in favor of their site representatives, who shall be signing the measurements books, bills and other vouchers/documents connected with this contract.	Are their any additional insurance applicable other than we take for other BHEL projects in INDIA since we are working on behalf of BHEL PSER in this project	Bidder shall take insurance for resources deployed by them such as manpower, equipment, etc.

ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
4.0	SCC (Vol-II) Clause 6.15	Contractor shall make available suitable personnel/ senior level technical personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Senior level personnel of contractor shall visit at least once in every quarter to site to ascertain the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.	Since the purpose is for attending BHEL site review meeting , will BHEL arrange for the necessary VISA for visit from India. Pl. clarify.	BHEL shall arrange to issue invitation letter. VISA and other formalities shall be carried out by the successful bidder.
5.0	SCC (Vol-II) Clause 7.1 & 10	BHEL Project site may ask for additional suitable FQA service manpower, if needed. Contractor shall provide manpower within 15 days of receiving such notification from BHEL. & MOBILISATION - Contractor shall mobilize the manpower and start the work at site within 15 days from the date of written intimation from BHEL site.	Will BHEL arrange for necessary visa / travel document within 7 days as out of 15 days ,7 days will be required to finalize manpower and get approval from BHEL. Pl. confirm.	BHEL shall arrange to issue invitation letter. VISA and other formalities shall be carried out by the successful bidder.

ANNEXURE-A TO TCN-02**JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS,
MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.****TENDER NO. PSER:SCT:KLN-Q1844:17****CLARIFICATION OF BIDDERS' QUERIES**

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
6.0	SCC (Vol-II) Clause 17.1	A.I.T unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Act of Bangladesh , shall be deducted at prevailing rates on Gross Invoice Value from the bills.	What is the present rate of AIT. Pl. inform.	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.
7.0	SCC (Vol-II) Clause 17.1	For Both Imports & domestically sourced/ Execution - Bidder should have valid 12 digit TIN number in Bangladesh prior to start of work.	What documentary support will be provided by BHEL for applying for TIN in Bangladesh. Pl. clarify.	Work Order/ Letter of Intent shall be issued by BHEL.

ANNEXURE-A TO TCN-02

**JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS,
MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.**

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
8.0	NA	NA	There is no liability clause mentioned in the tender document. What is the max. liability under this contract? Pl. confirm.	<p>Clause introduced as follows:</p> <p>Limitation of liability : "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".</p>

ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
9.0	Vol II Clause 4.2 .6.1	Contractor shall submit periodic reports as per BHEL format.	For submitting, periodic reports and Monthly Progress Report, our FQA Engineers are to be allowed to generate weekly report of findings and be permitted to send them to our HQ for technical scrutiny, compilation and then submission to different Divisional heads of BHEL - PSER. From our past experience. the respective Engineer I/Cs of BHEL, discourage/prohibits such generation of Report and communication to HQ. BHEL to ensure free communication (any confidential data may be restricted) .	Shall be as per tender specification.
10.0	Vol II Clause 4.2 .6.5	Contractor shall submit Monthly Progress Report at PSER Kolkata.		

ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
11.0	Vol II Clause 5.1 para 3	The Agency shall be given not more than 2 weeks Competent authority of BHEL desires so.	This clause requires deployment of FQA Engineers within not more than 2 weeks, whereas in clauses 6.21, 7.1 and 10 of Vol II, the period is 15 days. In all places it may be made 15 days uniformly. Also, deployment within 2 weeks after approval or replacement within specific period is subject to obtaining Work permit / Visa. Hence 15 days for deployment or replacement must be subject to availability of work permit/visa.	This para shall be revised as follows: "The agency shall be given not more than 15 days from date of intimation for deployment of FQA personnel on acceptance of CV by Head/Quality, BHEL-PSER-HQ, Kolkata. The candidates shall be interviewed over phone or VC or personal for selection, if the competent authority of BHEL desires so".
12.0	Vol II Clause 6.5	As regards facilities BHEL shall not provide skilled personnel /lab assistant for handling day to day testing jobs.	BHEL will not provide lab assistants for handling day to day testing jobs"- Who will provide the Lab Assistants or Technicians to carry out the tests. While, FQA Engineers will guide, witness tests and analyses test results. conducting tests and maintenance of test equipment is not in scope of the Contractor ie the Bidder	Clause no 6.5 shall be revised as follows: "As regards facilities for witnessing / carrying out various checks/tests at site, BHEL shall provide, beside normal test equipment, unskilled & semiskilled manpower and scaffoldings if needed, free of any charges."

ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
13.0	Vol II Clause 6.9	For witnessing of testing outside..... subject to prior approval of BHEL site engineer.	Considering the political situation at Bangladesh. FQA Engineers may not be asked to inspect or travel outside project premises or place of stay between sunset to sunrise. For any accident during outside deployment, the cost towards medical treatment and other allied expenses is to be borne by BHEL.	Shall be as per tender specification.
14.0	Vol II Clause 6.12	The contractor has to arrange for medical facilities.....at site at their cost.	Kindly elaborate "medical facilities to be arranged". We understand Principal owner and EPC Contactors are to arrange medical facilities as per Factory rules / law of the land. Please clarify.	Clause no 6.12 shall be revised as follows: "The contractor has to arrange medical facilities including necessary insurance facilities for their FQA personnel posted at site within the quoted rates. However, first aid medical facility at site may be provided by BHEL/BIFPCL".
15.0	Vol II Clause 6.19	Contractor has to follow for which no extra payment will be made.	Regarding local holidays working hours in a week, 10/12 hours per day etc., will it be governed by the law of the land or not?	Shall be as per tender specification
16.0	Vol II Clause 14.5	For the payment of staff working beyond normal hours in such special cases.		

ANNEXURE-A TO TCN-02

JOB: PROVIDING SERVICES OF FIELD QUALITY ASSURANCE ENGINEER FOR DIFFERENT WORKING AREAS FOR UNIT- 1 & 2 AT 2X660 MW UNITS, MAITREE THERMAL POWER PROJECT, KHULNA, BANGLADESH.

TENDER NO. PSER:SCT:KLN-Q1844:17

CLARIFICATION OF BIDDERS' QUERIES

SL. NO.	REFERENCE CLAUSE OF TENDER	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
17.0	General	--	<p>Since the job is at Bangladesh:</p> <p>a) Who will arrange Work permit & visa?</p> <p>b) Generally, This process takes a longer time. Deployment within 2 weeks after approval or replacement within specific period is subject to obtaining Work permit / Visa. Hence 15 days for deployment or replacement must be subject to availability of work permit/visa.</p>	<p>a) Bidder shall arrange VISA, work permit at their own cost.</p> <p>b) Shall be as per tender.</p>
18.0	2nd Para of Clause no 2.8.5 under Annexure-A (Rev-01) Amendment to GCC	The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.	--	<p>This para shall be revised as follows:</p> <p>The Contractor shall obtain independent License for engaging contract labour/workers as required from the concerned Authorities issued by the Principal Employer/Customer/Statutory Bodies as per the prevailing Act or Rules/Regulations of Bangladesh.</p>

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CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	<p>INTRODUCTION</p> <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, if felt necessary, 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>
1.2	<p>APPROACH TO SITE</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 Jessor, Bangladesh at a distance of about 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)
2.0	SITE VISIT
	The bidder should visit project site and acquire full knowledge & information prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on BHEL. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.
3.0	NAME OF WORK
	Providing services with manpower and infrastructures for Field Quality Assurance services at 2x660MW Maitree Thermal Power Project site in compliance with relevant Bangladesh Legislations, Approved FQP, and to the satisfaction of the owner & its consultant, Fichtner GmbH, BHEL and other stakeholders.
4.0	SCOPE FOR FQA SERVICES
4.1	<p>Bidder/ work agency shall provide field quality assurance services along with manpower in respective area out the four areas/packages mentioned below, as specified in VOL- IIIA price schedule, at 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.</p> <p>Additional suitable manpower shall have to be provided, if need arises.</p>
4.2	<p>The work for Field Quality Assurance services comprises of following four areas:</p> <p>a) FQA SERVICE FOR CIVIL WORKS IN MAIN PLANT & BALANCE OF PLANT (BOP) AREAS.</p>

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	<p>b) FQA SERVICE FOR FABRICATION & ERECTION OF STEEL STRUCTURES</p> <p>c) FQA SERVICE FOR ERECTION OF STG WITH AUXILIARIES, BOILER WITH AUXILIARIES & PIPING</p> <p>d) FQA SERVICE FOR ERECTION OF ELECTRICAL AND C & I SYSTEM</p>
4.2.1	CIVIL (MAIN & BOP)
4.2.1.1	<p>Main civil consists of following structures/ packages:-</p> <p>Main Power House, Boiler foundations, ESP foundations, Equipment and machine foundations, Mill bay foundations and super structures, Transformer yard, Misc. foundations, pavements, switchyard, Roads & Drainage etc.</p>
4.2.1.2	<p>Auxiliary buildings, consists of but not limited to following major areas:-</p> <p>Cooling water Pump House, Raw Water Pump House, CW duct, ESP Control Room, Chlorination Plant building, Compressor House, DG building, Clarified Water Pump House & Sump, Filtered water Pump House, & DM make up Pump House, Administrative Building, Technical building, Workshop, permanent stores, etc.</p>
4.2.1.3	<p>BOP packages (CIVIL) consists of but not limited to the following major structures / packages :-</p> <p>Coal Handling Plant, Ash Handling Plant, Cooling Tower, Chimney.</p>
4.2.1.4	Broad scope of the work under this shall comprise but not limited to the following:-
4.2.1.4.1	Sample checking of input materials (consisting mainly of steel, cement, sand, stone chips, bricks etc.) as per BHEL standards/approved Field Quality Plans or BS codes/standards or applicable American Standards. This shall include inspection after receipt at site and verification of test certificates. And quality inspection of soils as per approved FQP.
4.2.1.4.2	Contractor shall carry out checks/ witness various tests at project site as per BHEL approved Quality Plans applicable for the project to be made available at site during work execution / relevant BS codes.
4.2.1.4.3	Collection and compilation of various test results, certification/ authentication of test results and distributing it in mutually agreed format for project on weekly/monthly basis.
4.2.1.4.4	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plan.
4.2.1.4.5	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
4.2.1.4.6	Any other related work assigned by BHEL site engineer.
4.2.2	STRUCTURURAL FABRICATION AND ERECTION (FOR POWER HOUSE, MILL BAY , MISC. BUILDINGS & TRESTLE STRUCTURE)
4.2.2.1	Sample checking of input materials (consisting mainly of steel/ steel sections/ steel materials etc.) as per BHEL standards/approved Field quality plans for project or BS codes/standards or equivalent American Standards. This shall include inspection after receipt at site and verification of test certificates.
4.2.2.2	Contractor shall carry out checks/witness tests as per “Statement of checks covered in field quality plan for structural steel works”/ BHEL approved Quality plans to be made available at site during work execution / relevant BS codes/standards.

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4.2.2.3	Collection and compilation of various checks/test results, certification / authentication of test results and distributing it in mutually agreed format for the project on weekly/monthly basis.
4.2.2.4	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plan.
4.2.2.5	Proper documentation and record keeping of Inspection data, log-sheets, protocols, test certificates etc.
4.2.2.6	Any other related work assigned by BHEL site engineer.
4.2.3	ERECTION OF STG, BOILER & PIPING
4.2.3.1	<p>Scope of contractor under this area shall mainly comprise of quality checks in welding/NDE, as follows:-</p> <p>For pressure parts, Contractor shall carry out all checks/witness tests under WELDING, HEAT TREATMENT & NDEs head as per “FQP/QPI for boiler pressure parts” – welding schedule and project specific drg.</p> <p>For structure, Contractor shall carry out all checks/witness tests under WELDING, HEAT TREATMENT & NDEs head as per “FQP/QPI for boiler structures erection” /welding schedule and drg.</p> <p>For pipng, Contractor shall carry out all checks/witness tests under WELDING, HEAT TREATMENT & NDEs. Document/Quality plan / welding schedule / drg. shall be provided to contractor during execution stage. This document/FQP etc. will also be in line with/similar to other FQPs/QPIs mentioned above.</p> <p>This includes welding of P-91 material also.</p>
4.2.3.2	Collection and compilation of various check/test results, certification / authentication of test results and distributing it in mutually agreed format for project on weekly/monthly basis.
4.2.3.3	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plans.
4.2.3.4	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
4.2.3.5	Any other related work assigned by BHEL site engineer.
4.2.4	ERECTION OF ELECTRICAL SYSTEM (TRANSFORMERS, CABLING, MCC, SWITCHGEARS ETC.)
4.2.4.1	For all Electrical item/system , Contractor shall carry out all checks/witness tests as per “FQP/QPI for these items/system. Document/Quality plan shall be provided to contractor during execution stage. This document/FQP etc. will also be in line with/similar to other FQPs/QPIs mentioned above.
4.2.4.2	Collection and compilation of various check/test results, certification / authentication of test results and distributing it in mutually agreed format for respective

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	Projects on weekly/monthly basis.
4.2.4.3	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plans.
4.2.4.4	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
4.2.4.5	Any other related work assigned by BHEL site engineer.
4.2.5	ERECTION OF C&I SYSTEM (FIELD INSTRUMENTS, DDC BASED PANELS ETC.)
4.2.5.1	Contractor shall carry out all checks/witness tests for C&I as per “FQP/QPI for these items/system. Document/Quality plan shall be provided to contractor during execution stage. This document/FQP etc. will also be in line with/similar to other FQPs/QPIs mentioned above.
4.2.5.2	Collection and compilation of various check/test results, certification / authentication of test results and distributing it in mutually agreed format for respective Projects on weekly/monthly basis.
4.2.5.3	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plans.
4.2.5.4	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
4.2.5.5	Any other related work assigned by BHEL site engineer.
4.2.6	MISCELLANEOUS WORKS
4.2.6.1	Contractor shall submit periodic reports after scrutinizing the results about their findings, test results and making recommendation for corrective action during the course of the work rendering specialized advices in case test results are negative. And assist in preparation of MSQR (Monthly Site Quality Report) as per BHEL format.
4.2.6.2	Contractor shall render assistance during periodic discussions among BHEL, customer, consultant and vendor/subcontractors in the event of corrective actions/ reworks, related to the scope of work.
4.2.6.3	Contractor shall advise site in setting up of civil laboratory /mechanical laboratory and recommend, requisite facility and type of equipment to be installed in such laboratories.
4.2.6.4	To emphasize defect prevention, Contractor shall participate in planning prior to start of major and critical work executions pertaining to the scope of work as detailed above. Contractor shall carry out checks to ensure that requirements of specifications and procedures have been met. A protocol will also be made by BHEL, other contractors (doing execution as per work awarded to them by BHEL) and Contractor in each case. In case of detection of defects/ non-conformities, suggestions for short term and long term remedial measures as a part of development effort should invariably be forthcoming. BHEL /its sub-contractors (other executing contractors) shall consult contractor in advance in this regard.
4.2.6.5	Contractor shall Submit Monthly Progress Report (pertaining to their scope of work) every month to BHEL Site In-charge at sites, BHEL Head Quality/ PSER and BHEL Project Manager at PSER Kolkata.
4.2.6.6	Contractor shall be fully responsible for the authenticity of the test results and submit the test results in original to BHEL in time without hindrance to site work.

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4.2.6.7	Contractor shall coordinate with BHEL/its sub-contractors (other contractors working at Sites under BHEL) in tying up in advance about the requirement of materials, testing arrangements etc. based on schedule of work-flow so that the decision making is not delayed and progress of work does not suffer.
4.2.6.8	Contractor shall provide necessary support services to BHEL site management in preparation for ISO /TQM audits/ Internal Quality Audit activities. Inspection documents/ results shall be retained/stored by contractor in such a manner that the same can be produced as quality documents during ISO/TQM/IQ audits at site.
4.2.6.9	Contractor shall co-ordinate with the customer M/s BIFPCL & OE for carrying out joint inspection/checks wherever applicable as per approved QP and clearing of customer hold points. Necessary co-ordination with BHEL and its other sub-contractors/its follow-up will also have to be done by the contractor.
4.2.6.10	Contractor shall take insurance policies as per provision of GCC (Vol-I of tender document). Contractor shall send power of attorney in favor of their site representatives, who shall be signing the measurements books, bills and other vouchers/documents connected with this contract.
4.2.6.11	BHEL's competent authority will have right to regulate strength of deployment of contractor's manpower as per requirements. Payment will be made on pro-rata basis.
4.2.6.12	In case, the contractor fails to provide manpower for conducting tests/checks in time (due to absence of contractor's person, away from site) BHEL's competent authority will have option to carry out the same by other suitable agency. Additional cost of such checks/tests together with BHEL's overhead charges will be borne by contractor, which shall be adjusted from any sum payable to the contractor.
4.2.6.13	Authorization for different categories of checks QUALITY PLAN/FQP/QPIs: Out of 3 categories of checks mentioned in the quality plan (A, B & C), FQA services contractor (successful bidder of this package) will be, normally involved for all A & B categories of checks (As BHEL/ QAE rep.). However, if BHEL desires, their services can be taken for C category of checks as well.
4.2.6.14	Contractor will ensure that FQA officer has a smart phone so that he can take photos/videos promptly and also communicate immediately. He should have also a binocular, raincoat, a torchlight and enough welfare support as he will be required to work at odd hours and face adverse climate.
5.0	TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITE FOR FIELD QUALITY ASSURANCE SERVICES
	The tentative area wise requirement and deployment period of FQA officer in various groups at the project site as per project requirement as mentioned in Price/Rate schedule (VOL III) under following categories. Details indicated below are only tentative.
5.1	The agency shall deploy a team of Qualified FQA professionals as advised by BHEL from time to time in sync with the progress of the work at site. The team shall report to BHEL site Quality Head or Site Construction Manager, as the case may be and shall have FQA personnel under following categories: a) CIVIL b) MECHANICAL (STRUCTURAL, STG, BOILER & PIPING) c) ELECTRICAL AND C & I

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	<p>Each of these FQA officers shall be deployed in specific area of fabrication / erection and shall co-ordinate with all sub-agencies for facilitating implementation of FQA system.</p> <p>The agency shall be given not more than 15 days from date of intimation for deployment of FQA personnel on acceptance of CV by Head/Quality, BHEL-PSER-HQ, Kolkata. The candidates shall be interviewed over phone or VC or personal for selection, if the competent authority of BHEL desires so.</p>
5.2	However, actual man-month deployed in Project may vary to any extent. The quoted Unit rate shall remain firm throughout contract duration, including extensions if any, for such variation, affecting up to +/- 30% variation in total contract value.
6.0	SPECIAL CONDITIONS OF CONTRACT
6.1	Reasonable office space (including tables & chair) for proper functioning of the Contractor's supervising personnel will be provided by BHEL at site, free of any charges. However, contractor has to arrange his own PC / Lap-top, telephone connection, and other facilities as required by them, at their cost. No electricity charges will be levied by BHEL for the electricity used in the office space of contractor.
6.2	ACCOMODATION & MESS FACILITY Bachelor accommodation on twin sharing basis, as may be available, along with electricity and other facilities shall be provided by BHEL on free of charge basis. The contractor shall be allowed to use BHEL mess facility on chargeable basis.
6.3	LOCAL CONVEYANCE BHEL shall provide local conveyance facilities, as available, for to and fro movement between site and living accommodation, on free of charge basis.
6.4	Facility of civil laboratory for day-to-day testing and mechanical lab / MMEs for various NDT / inspection on structure, piping and pressure parts will be provided at site by BHEL or by their sub-contractors, free of any charges.
6.5	As regards facilities for witnessing / carrying out various checks/tests at site, BHEL shall provide, beside normal test equipment, unskilled & semiskilled manpower and scaffoldings if needed, free of any charges.
6.6	Necessary transportation of various samples from site to civil laboratory / dark room shall be arranged by BHEL/ its sub-contractors.
6.7	Contractor shall witness the testing of specimens/samples which are required to be tested outside the plant premises. Necessary arrangements to carry the specimen will be made by BHEL/its sub-contractors including payment / bearing testing charges/submission of fees to the outside testing agency. However, contractor shall inform their technical recommendation in writing to BHEL.
6.8	For witnessing of testing outside the respective Project site but limited to 50 Km radius of respective sites, necessary transport for contractor's staffs shall be arranged by BHEL/its sub-contractors, free of any charges to the contractor. No additional payment to the contractor will be made for witnessing such tests.
6.9	For witnessing of testing outside the Project Site, in elsewhere in Bangladesh beyond 50 Km radius of respective sites, by contractor's staff posted at respective sites (Engineer/ Senior level Engineer), following additional payment shall be reimbursed to contractor :-

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	<p>a) To and fro Rail fare (limited to AC Chair car, Bangladesh Railway train fare by shortest route, from respective project sites to place of testing & back to project site) against submission of ticket/receipt/proof + (plus) Lump sum amount of BDT 500/- will be paid per person per day requiring no night-stay at elsewhere in Bangladesh. No reimbursement shall be made for modes of travel other than railways.</p> <p>b) In case of night stay at elsewhere in Bangladesh, lumpsum amount of BDT 1500/- extra per person per night of over-stay.</p> <p>i.e. A visit to elsewhere in Bangladesh, requiring One day & One night of stay for one person, BDT 2000/- + (plus) Rail fare (as explained above) , will be reimbursed by BHEL.</p> <p>The movement of contractor's staff, outside from the Project site shall be subject to prior approval of BHEL site engineer.</p>
6.10	<p>All testing Instruments, such as level, theodolite etc., any other instruments will be arranged by BHEL/ its other contractors working at site. However, contractor shall check accuracy and calibration of measuring equipment before they are put to use.</p> <p>Contractor will do the visual/physical checking of instruments and ask BHEL/ its other sub-contractors for producing valid calibration certificates, before using any instruments. However calibration/re-calibration of instruments is not in the scope of this contract.</p>
6.11	<p>BHEL shall provide a set of drawings, specifications/ FQPs / QPIs and other relevant data for the above work in specific cases where the need arises subject to availability of the same. In case of limited drawing, specifications and other relevant documents, contractor has to arrange photocopy of documents for their use at their cost. Contractor shall return all drawings/data/specification/ FQPs / QPIs as provided by BHEL after the completion of job.</p>
6.12	<p>The contractor has to arrange medical facilities including necessary insurance facilities for their FQA personnel posted at site within the quoted rates. However, first aid medical facility at site may be provided by BHEL/BIFPCL.</p>
6.13.1	<p>Contractor shall arrange and keep all applicable latest European / American codes/standards required for above jobs for ready reference.</p>
6.13.2	<p>All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by anyone/ Contractor without written permission of competent authority of BHEL.</p>
6.14	<p>Sub-letting of jobs within the agreed scope of work, in any way is not permitted.</p>
6.15	<p>Contractor shall make available suitable personnel/ senior level technical personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Senior level personnel of contractor shall visit at least once in every quarter to site to ascertain the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.</p>
6.16	<p>BHEL reserves the right to make final decisions on rejections of the work by the Contractor and such decisions shall be binding on Contractor and become conclusive. However in this case, BHEL will be responsible for the consequences.</p>

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6.17	<p>BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving 15 day notice to the Contractor.</p> <p>BHEL reserves the right to short close the contract/reduce the deployment (strength) of contractor manpower (Engineer/Senior level Engineer) upon giving 15 day notice, depending upon requirement.</p> <p>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.</p>
6.18	Contractor's personnel posted at site shall not move outstation without the prior permission of Construction Manager of BHEL.
6.19	Contractor has to follow the holidays at site as per BHEL site holidays. Working hours and timing shall be as per BHEL site practice. However, work may continue round the clock including Sundays and holidays and contractor's staff shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made.
6.20	It is the sole responsibility of the contractor to ensure the supervising personnel against accident and injury while at work.
6.21	BHEL reserves the right to discontinue the deployment of FQA personnel with a 15 day notice, in case the performance of the concerned person is found to be unsatisfactory. No further payment shall be made against deployment of unacceptable FQA personnel. Replacement of such persons will have to be arranged by contractor within 15 days.
7.0	Rate/Price schedule/Additional Manpower
7.1	<p>Rate schedule is enclosed as VOL-III. BHEL Project site may ask for additional suitable FQA service manpower, if needed. Contractor shall provide manpower within 15 days of receiving such notification from BHEL. Payment for additional manpower will be made as per individual item rates of accepted rate schedule.</p> <p>The quoted Unit rate of various groups shall remain firm for such variation, affecting upto +/- 30% variation in total contract value.</p>
8.0	QUALIFICATION OF CONTRACTOR'S PERSONNEL
	The required qualification of supervisory field quality assurance engineers in reference to rate schedules for separate groups, are as follows:-
8.1	<p>Group-A (FQA SERVICE FOR CIVIL WORKS FOR MAIN PLANT & BALANCE OF PLANT AREA)</p> <p>Field quality assurance engineer should be young energetic graduate engineer in civil engineering with minimum 3 years related job experiences or diploma engineer in civil engineering with minimum 5 years related job experiences.</p> <p>Above engineers must be conversant with American National Standards / European Standards for Civil construction and should have experience in testing of soil, concrete and construction materials. Experience of working with American / European consultants or American / European construction companies shall be preferable.</p>
8.2	Group-B (FQA SERVICE FOR ERECTION OF BOILER, PIPING, STG & STEEL STR.)
	Field quality assurance engineers should be young energetic graduate engineers in

	<p>mechanical engineering with minimum 3 years related job experiences or diploma engineers in mechanical engineering with minimum 5 years related job experiences (experience in 500 MW unit or above is preferable).</p> <p>Above Engineers must have valid INST / ASNT Level –II certificates in RT / UT and must be conversant with American National Standards / European Standards for Steel Structural Fabrication & Erection. Exposure on various kinds of non-destructive testing of welding , Heat Treatment of Carbon, Low Alloy, Alloy steels etc. and work experience with American / European consultants or American / European construction companies will be preferable</p>				
8.3	<p>Group-C (FQA SERVICE FOR ERECTION OF ELECTRICAL AND C&I EQUIPMENT / SYSTEMS)</p> <p>Field quality assurance engineers should be graduate engineers in Electrical/ Electronics/ Instrumentation /C&I engineering with minimum 3 years related job experiences or diploma engineers in Electrical/Electronics/ Instrumentation /C&I engineering with minimum 5 years related job experiences. Engineers must have commissioning background on HT / LT Switchgear.</p> <p>Above engineers must be conversant with American National Standards / European Standards for Electrical & C&I equipment. Experience of working with American / European consultants or American / European construction companies shall be preferable.</p>				
8.4	<p>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 Quality/BHEL PSER HQ for approval before deployment. If the customer demands, the approval shall be obtained from the customer and only that approval shall be final. Post deployment approval shall not be permitted nor any deviation. The candidate shall be required to produce all original certificates at the site for verification.</p>				
9.0	CONTRACT COMPLETION PERIOD				
9.1	<p>The contract period for the scope of work as per tender terms and conditions shall be for a period of 42 months from the date of start of work as intimated by BHEL site. However, this contract may be extended (up to a maximum of another twelve months) at the same terms and conditions, at the same rates, at the discretion of BHEL.</p>				
9.2	<p>However, at the sole discretion of BHEL, this contract may be extended further for a period of twelve (12) months at the same rate and same terms and conditions.</p>				
9.3	DEPLOYMNET SCHEDULE				
9.3.1	<p>The tentative deployment schedule for the FQA manpower shall be as hereunder w.r.t. no. of manpower & duration may vary depending upon actual requirement at site.</p>				
9.3.2	GROUP	NO. OF QAE	DEPLOYMENT		PERIOD
			FROM	TO	
	Group – A (Civil)	1	Sep'17	Feb'21	42 Months
	Group – A (Civil)	2	Jan'18	Dec'20	36 Months each
	Group – A (Civil)	1	Mar'18	Feb'20	24 Months
	Group – B (Mech)	1	May'18	Apr'21	36 Months
	Group – B (Mech)	3	Jul'18	Jun'20	24 Months each
	Group – C (Elect. & C&I)	1	Sep'19	Apr'21	18 Months
	Group – C (Elect. & C&I)	1	Dec'19	Dec'20	12 Months

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9.3.3	Bidders to note that above schedule is tentative and for guidance only and may vary as per actual site requirement. Such deployment shall be subject to approval and clearance of BHEL-Site authority only on submission of bio-data and work experiences and necessary interview, if required.
10.0	MOBILISATION
	Contractor shall mobilize the manpower and start the work at site within 15 days from the date of written intimation from BHEL site.
11.0	MOBILISATION ADVANCE / INTEREST BEARING RECOVERABLE ADVANCE (IBRA)
	No mobilization advance/IBRA is payable in this contract.
12.0	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.
13.0	OVER RUN CHARGE
	No ORC is applicable to this contract.
14.0	TERMS OF PAYMENT/WORKING HOURS/LEAVES
14.1	Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder:-
14.2	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. Payment shall be made within 30 days of receipt of correct invoice by BHEL site office. Payments will be made as per rates accepted.
14.3	The currency of payment shall be USD (\$). However for reasons, solely at the discretion of BHEL, if USD amount is not possible to be paid then BDT equivalent of USD will be paid at the Buying Exchange Rate of USD(of our banker) as on the date of payment. The quoted / accepted price shall remain Firm throughout the contract period including extension period, if any, without any escalation till handing over.
14.4	The contractor should submit his on account bills with all the details required by BHEL on 1st of every month covering progress of work in all respects and areas up to last day of the calendar month.
14.5	For the payment of staff deputed by contractor for this work, the months shall be computed as comprising of number of days worked at Project site, which at present are 6 days a week and 10/12 hours per day. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of FQA officer should be ensured if required by BHEL. However, no extra payment will be made for working beyond normal hours in such special cases.
14.6	If the representative of contractor is deployed nearby outstation (Dhaka or elsewhere in Bangladesh) to witness the tests / checks on the materials/samples, additional payment will be made by BHEL as per relevant clause (in addition to accepted rates as per Vol-III/rate schedule).

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14.7	<p>Casual leave will be admissible for personnel posted at site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/sick leave to be availed by contractor's personnel. However, if earned leave/sick leave exceeds 7 days in any one stretch, the contractor will have to make suitable alternative arrangements.</p> <p>For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation, replacement shall be made within 10 days otherwise a penalty of \$100 /- (USD Hundred only) per week or part thereof will be imposed for delay beyond grace period of 10 days.</p>
15.0	<p>EXTRA WORK</p> <p>There is no provision of any extra work in this contract /package.</p>
16.0	<p>GUARANTEE</p> <p>Contractor shall stand guarantee for the quality of the services rendered by them Contractor shall render free FQA services if any, as per provision of contract, during rectification work arising out of faulty FQA services rendered by contractor. In case contractor fails to render FQA services of desired standard, within the time specified by BHEL, BHEL may proceed to get such services from any other agency at contractor's risk and cost without prejudice to any other rights of BHEL and recover the same from contractor's security deposit/other dues. This supersedes clause no. 2.13 of vol-I/GCC.</p>
17.0	<p>TAXES AND DUTIES</p>
17.1	<p><u>For Imports</u></p> <p>Bidder may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & AIT. Hence successful Bidder is requested to furnish EXHAUSTIVE ITEM –WISE LIST OF IMPORTED MATERIALS for the instant jobs/ works to facilitate us to arrange the requisite papers for exemption purposes. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.</p> <p>Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VAT. Such items shall be exported within six months from the commercial operation date. Documentation for the same to be submitted / maintained by the bidder.</p> <p>Bidder shall quote their rates/ price inclusive of all taxes, duties 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.</p> <p><u>For domestically sourced / Execution</u></p> <p>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.</p> <p>A.I.T unless Exemption Certificate from the appropriate authority/ authorities is/ are</p>

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	<p>furnished under Income Tax Act of Bangladesh , shall be deducted at prevailing rates on Gross Invoice Value from the bills</p> <p><u>For Both Imports & domestically sourced/ Execution</u></p> <p>Except otherwise mentioned above all taxes, Charges, Royalties, Cess any State or Central Levy and other Taxes in or outside Bangladesh for materials supplied for the work and for the execution of the contract shall be borne by contractor and shall not be payable extra by BHEL</p> <p>Bidder should have valid 12 digit TIN number in Bangladesh prior to start of work.</p> <p>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.</p>
17.2	<p>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.</p> <p>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.</p>
18.0	EMD, SECURITY DEPOSIT & PERFORMANCE BOND
18.1	EARNEST MONEY DEPOSIT (EMD)
18.1.1	<p>EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.</p> <p>In case of EMD submitted in USD by the successful tenderer, the same shall be converted and adjusted towards the required amount of Security Deposit of 50%. In case of EMD in INR, whole EMD shall be converted into USD as per stipulated selling conversion rate of INR to USD as per State Bank of India (SBI) publication on tender floating date. In case of EMD in BDT, whole EMD shall be converted into USD as per stipulated selling conversion rate of BDT to USD as per Bangladesh Bank publication on tender floating date.</p> <p>Tender cost & EMD can be submitted in INR/ USD/ BDT for this tender.</p> <p>Exchange Rate of currency as available in the web site of Bangladesh Bank on the tender floating/publishing date. If the date happens to be a holiday / or rate is not published, then the exchange rate of next day / next published day will be considered.</p>
18.1.2	EMD & Tender cost amount can also be submitted directly by Foreign Bidders (other than Indian bidders) to the followings Bharat Heavy Electricals Limited bank account in

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	<p>Bangladesh-</p> <p>1. SBI (Branch Address:-24-25, DILKUSHA C/A,DHAKA-1000,Branch Code 4984),A/C No. 05160293520001,BDT Account.</p> <p>2. SBI (Branch Address:-24-25,DILKUSHA C/A,DHAKA-1000,Branch Code 4984),A/C No. 05160293510001,USD Account</p>
18.1.3	<p>EMD & Tender cost amount can also be submitted directly by Indian Bidders to the followings Bharat Heavy Electricals Limited bank account in India-</p> <p>1. SBI (Branch Address:-Commercial Branch, Salt lake, Sector V, Kolkata, Branch Code SBIN0004289),A/C No. 11107800029,INR Account.</p>
18.1.4	All other terms & conditions shall be as per GCC.
18.2	SECURITY DEPOSIT(SD)
18.2.1	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
18.2.2	<p>At least 50% of the required Security Deposit, including the EMD, shall be collected in before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in USD progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
18.2.3	All other terms & conditions shall be as per GCC.
18.3	Performance bond is not applicable for this tender.
19.0	MODE OF EVALUATION & AWARDING
19.1	Evaluation & awarding will be done based on total price.
20.0	LIQUIDATED DAMAGES:
	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

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	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.
21.0	CONTRACT OPERATION
21.1	After placement of LOI, Security deposit shall be deposited by successful bidder as per tender terms and conditions. After receipt of total initial security deposit as mentioned above at PSERHQ / Kolkata, work order shall be issued.
21.2	Based on the confirmation/intimation from BHEL site engineer/ Construction manager, contractor shall deploy manpower as mentioned in relevant clause above. Contractor shall deploy manpower at site in different categories/groups as per project requirement.
21.3	Contractor shall raise RA Bill at sites and payment shall be made from sites based upon accepted rates as per rate schedule (Vol-III). Bill shall be accompanied with list of services rendered during the month (certified by BHEL Engr.) and attendance sheet.
21.4	BHEL site in-charge shall be the paying authority cum controlling officer for contractual dealing of the site.
21.5	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.
21.6	All payments shall be made from BHEL site office.
22.0	GENERAL
	Any terms & conditions not mentioned in VOL-II of tender document, shall be as per GCC (Vol-I) of tender document.
23.0	LIMITATION OF LIABILITY
	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.

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 Of Field Quality Assurance Engineer For Different Working Areas for Unit- 1 & 2 At 2x660 MW Units, Maitree Thermal Power Project, Khulna, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1844:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1844:5804 Date: 10-07-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: KLN-Q1844:TCN-01 Date: 14-07-2017
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: KLN-Q1844:TCN-02 Date: 27-07-2017
	5.0	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)