



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:KLN-C1831:TCN-03

Date: 16-06-2017

Sub	TCN-03
Job	Design, Engineering, Manufacture, supply, installation and handing over of pre-fab structure for field hostel, residential quarters, Site office & Covered store with all necessary electrical fittings, supply and installation of furniture and furnishings etc. as per specification at 2x660 MW Maitree, Rampal, Bangladesh.
Ref	1.0 Tender no PSER:SCT: KLN-C1831:17
	2.0 BHEL's NIT, vide reference no PSER:SCT:KLN-C1831:5711 Date: 22-05-2017
	3.0 BHEL's TCN-01, vide reference PSER:SCT:KLN-C1831:TCN-01, dated 03-06-2017.
	4.0 BHEL's TCN-02, vide reference PSER:SCT:KLN-C1831:TCN-02, dated 09-06-2017.
	5.0 All other pertinent issues till date.

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

- 1.0 Revised Volume-IF-TCC-CML-Rev-01 is attached herewith, superseding Volume-IF-TCC-CML-Rev-00 issued earlier along with NIT. (Revision in cl. no. 2.0, 10.0, 11.0, 12.0 & 27.0).
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

SR ENGR (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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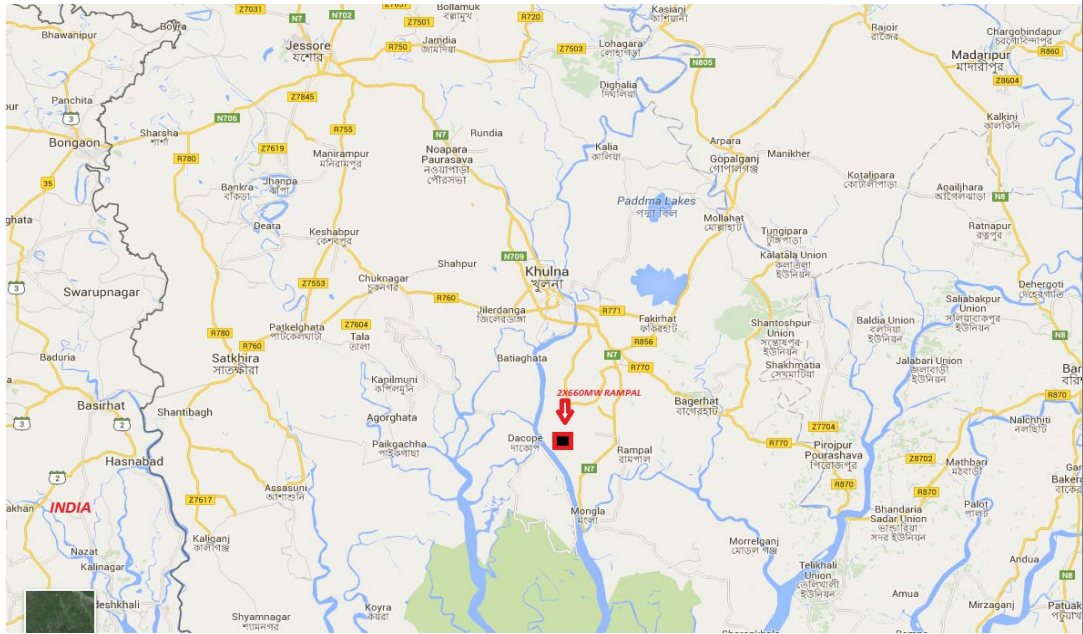
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**1.0 PROJECT SYNOPSIS AND GENERAL INFORMATION**

1.1 The 2x660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, RampalUpazila,Bagerhat District, Bangladesh.

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. Bidders shall obtain clarifications/informations (as required) submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.



LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT



LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT

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 Jessor, Bangladesh at a distance of about 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	<p>Owner: BIFPCL (<b>BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED</b>)</p>
<b>2.0</b>	<b>SCOPE OF CONTRACT</b>
2.1	<p>The tender specification covers all works for BHEL design, engineering, manufacture, supply, installation and handing over of following works with all necessary electrical fittings, supply and installation of furniture and furnishings etc. and all other incidentals complete as per requirement and specification work under this tender includes supply &amp; erection of steel trusses, columns etc., permanently colour coated Galvalume sheet roofing and false ceiling, steel/ wooden/PVC door, electrical works, IT Work, etc. including supply of all materials, labour, consumables, transportation, sample testing etc (<b>Civil foundation, flooring, Toilet fitting &amp; fixing, internal plumbing and area fencing are excluded with this package</b>)</p>
2.1.1	<p>Design, manufacture, supply, installation and handing over of pre-fab structure for field hostel of 50Nos. room and 10(Ten) residential quarters with all necessary electrical fittings, IT Work, supply and installation of furniture and furnishings etc., and all other incidentals complete as per</p>

	<p>requirement and specification on turnkey basis along with supply, installation and commissioning of DG set.</p> <p>Scope for DG set includes Supply, installation and commissioning of 75 KVA DG set of reputed brand such as Ashok Leyland/ Kirloskar/CUMMINS or equivalent for use of BHEL, including all necessary preparation of base, shed, associated electrical works, etc. on turnkey basis. (Scope is exclusive of operation, fuel and maintenance after handover of successfully commissioned equipment).</p>
2.1.2	Design, manufacture, supply, installation and handing over of pre-fab structure for Site office 73mx12m (approximate) and a Toilet block as per Tender drawing with all necessary electrical fittings, IT Work, supply and installation of furniture and furnishings etc., and all other incidentals complete as per requirement and specification.
2.1.3	Design, manufacture, supply, installation and handing over of 3 Nos. pre-fab structure 15M(c/c)X120M(c/c)X6.0M (approximate) covered store including supply and erection of 5T capacity single girder EOT Crane with all necessary electrical fittings and all other incidentals complete as per requirement and specification.
2.1.4	Design, manufacture, supply, installation and handing over of 2 Nos. pre-fab structure 15M(c/c)X60M(c/c)X6.0M (approximate) covered store with all necessary electrical fittings and all other incidentals complete as per requirement and specification.
2.1.5	Design, manufacture, supply, installation and handing over of 1 No. pre-fab structure 15M(c/c)X60M(c/c)X6.0M (approximate) covered store including an internal partition 15mx30m for Air-conditioned store and 5Mx6M Air-conditioned store in charge office with all necessary electrical fittings, and all other incidentals complete as per requirement and specification.
2.2	<p>The scope of the above work as mentioned shall generally include but not limited to the construction of the following.</p> <p>You are required to carry out the entire scope of work as mentioned hereunder and elsewhere in the tender documents:</p> <ul style="list-style-type: none"> <li>• Panel laying for walls and partitions</li> <li>• Structural work</li> <li>• Metal sheet roofing</li> <li>• Scaffolding &amp; Formwork, as required</li> <li>• Finishing works – doors, windows flooring, false ceiling, painting, etc.</li> <li>• Water supply system and Sanitary work, plumbing and sewage excluding construction of septic tank &amp; Sock Pit</li> <li>• Electrification of Building by providing Incoming cable, Main</li> </ul>

	<p>Distribution Board, Wiring for all installation Light fixtures, power sockets, Exhaust fans, Energy meter Etc.</p> <ul style="list-style-type: none"> <li>• 2 Nos. Security room/Kiosk for office, 1 No. for Covered storage yard&amp;1 No. for Filed Hostel.</li> <li>• Standard &amp; Modular Furniture for office buildings, Store in charge room and Field Hostel&amp; Residential quarters.</li> <li>• Furnishings like venetian blinds, roller blinds, AC's, etc for office buildings, Store in charge room and Field Hostel &amp; Residential quarters.</li> <li>• Supply of TVs, Refrigerators, sofa etc as per Technical specification of the above structures.</li> <li>• Garage shed for at least 12 Nos. SUV car in office premises.</li> <li>• Sound system for conference room.</li> <li>• Supply and fixing of overhead Tank , necessary arrangement for outlet connection, necessary inlet connection from overhead Tank to foundation level of the structures with fixing arrangement of valve for office buildings &amp; Field Hostel.</li> <li>• Area lighting in office premises, Hostel cum residential quarter premises, covered store-premises with suitable light fixtures.</li> <li>• Supply and fixing of Metal rack 500mm depth 3m height throughout the longitudinal span (only one side) inside the every store.</li> <li>• Set up a IPEPBX Exchange for 70 users and Supply &amp; installation of 60 Nos. SIP telephone in office premises</li> <li>• LAN connection in office premises in additional to LAN connection for SIP Telephone.</li> <li>• Supply and installation of Wifi connectivity for office premises</li> <li>• Supply and installation of Wifi connectivity for Field Hostel &amp; quarters.</li> <li>• Supply &amp; installation SIP telephone in Field Hostel &amp; quarters premises &amp; required LAN connection for the above SIP telephones.</li> <li>• Any Misc. work which is required for completion and handing over the above structure/building is also a part of scope of work of bidder. BHEL shall not be paid any extra amount for the above work.</li> </ul>
2.9	<p>Preparation of sub-structure drawing &amp; super structure drawing for all structures including septic tank, sock pits, Misc. foundations. etc. are in the scope of bidder.</p> <p>Bidder should also included the following work in BOQ / drawing:-</p> <ol style="list-style-type: none"> <li>i) General layout of covered storage <b>&amp; yard</b> , office and filed hostel including showing of fencing, septic tank ,sock pit etc</li> <li>ii) BOQ for fencing work of covered storage, Filed Hostel cum Residential area &amp; office building.</li> <li>iii) BOQ and drawing for Landscaping work in office premises and Filed Hostel.</li> </ol>

	<p>iv) Detail drawing for Main gate for entrance to office premises, covered storage &amp; Filed Hostel.</p> <p>v) Security Room/kiosk for office, Covered storage &amp; Filed Hostel.</p> <p>vi) Road from Main plant road to Hostel, office &amp; covered storage.</p> <p>vii) BOQ for PCC/RCC below floor finish of the above structures.</p> <p><b>Tentative drawings of Civil &amp; Structure and BOQ of the above structures should be submitted with the Technical bid. Final drawing should be submitted as per mentioned clause 2.10 &amp; 2.11 after getting of LOI.</b></p> <p>No separate payment <b>shall</b> be made for the above work.</p>
2.10	The contractor shall submit the drawings and BOQs in line with this tender specification to Project Manager, BHEL for approval within 30 days from the date of LOI. Subsequently drawings & BOQ will be approved by BHEL within 10 days from date of submission.
211	Drawings should be vetted by Reputed Engineering institution like IITs/NITs/Jadavpur University/ IIST-Shibpur/BUET/KUET etc or any BHEL approved consultant.
2.12	Order for construction of sub-structure and associated civil works of the above Building/structure will be placed by BHEL after receiving of sub-structure drawings and BOQ from successful bidder of this package. BOQ for sub-structure work, septic tank, sock pit, fencing, gate, road etc may likely to be prepared as per item description in Schedule of Rates 2014 of public works department, Bangladesh or Delhi schedule of rates 2014, India.
2.13	The work to be performed under consists of providing all labour, materials, consumables, equipment, temporary works, temporary storage sheds for your own use, temporary colony for labour and staff, temporary site offices, constructional plant's transportation/ handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.
2.14	The scope shall include providing all necessary manufacturing test certificates.
2.15	All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. All works unless specified otherwise, shall conform to the latest revision and/ or replacement of the relevant Indian Standard Specifications and Codes of Practice mentioned in the technical specification. In case any particular aspect of work is not covered specifically by Indian Standard Specification, any other standard practice as may be specified by the Engineer shall be followed.
2.16	Contractor has to carry out the work as per their drawings which are

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	approved by the Engineer and/ or the Engineer's instructions.
2.17	You are required to level/ dress the area of execution of scope of job. No separate payment will be made for this work.
2.18	Detail scope and specification of work shall be as per tender.
2.19	<p><b>Note:-</b>Drawings provided with this tender are only for reference purpose (Tender purpose only). Detailed drawing shall be prepared by successful bidder of this package only. The design &amp; drawings for sub structure &amp; super structure including septic tank, sock pit, DG foundations, Car shed etc. shall be submitted by the bidder within 30 days of the receipt of the LOI. The design must be vetted by civil design agency of repute/ Civil Engineering department of reputed engineering college like IITs/NITs/Jadavpur University/ IIST-Shibpur/BUET/KUET etc. or any BHEL approved consultant. Also a detail BOQ alongwith detail rate schedule in line with the BHEL rate schedule shall be submitted alongwith the design drawing and that must also be vetted by civil design agency of reputed/ Civil Engineering department of reputed engineering college like IITs/NITs/Jadavpur University/ IIST-Shibpur/BUET/KUET etc or any BHEL approved consultant.</p> <p>The wind load calculation of the building and structure shall be as per Bangladesh National Building code 2012, Para 6, Chapter 2.4. Basis wind speed V, shall be taken 73 m/s. Three –second gust at 10m above ground in exposure C having a return period of 50 years. The soil report shall be provided by BHEL to successful bidder after/with LOI for design/drawing of the above structures.</p>
2.20	<b>In the event of increase of our requirement, contractor shall have to execute the work of additional requirement of filed Hostel of each unit . Rate for the same shall be 0.432% of the total awarded rate of the contract.</b>
<b>3.0</b>	<b>SITE VISIT</b>
3.1	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
<b>3.1</b>	<b>OPEN SPACE</b>
3.1.1	Open spaces for material storage yard may be allocated as made available by the customer/BHEL free /hire charges. Contractor has to make his own arrangements for labour colony including Electricity and water for the labour colony.
<b>3.2</b>	<b>WATER AND ELECTRICITY</b>
3.2.1	Bidder has to make his own arrangement for Water and Electricity for construction purpose.
<b>4.0</b>	<b>TOOLS &amp; PLANTS</b>
4.1	All the tools and plants required for execution of the above work are in contractor's scope.

<b>5.0</b>	<b>MATERIAL SUPPLY</b>
5.1	All the required materials to be supplied and erected by the bidder within the quoted cost. The use of materials shall be subject to inspection at site before erection/installation. Any damaged materials received at site shall be suitably replaced & rectified upto the satisfaction of BHEL Engineer.
<b>6.0</b>	<b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b>
6.1	The engineer, his duly authorized representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect & examine the materials & workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the vendor shall obtain for the engineer and for their duly authorized representative permission to inspect as if the works were manufactured or assembled on vendor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be vendor's responsibility and same has to be carried out within the quoted price.
6.2	To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
6.3	Before any plant/ equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections & tests for compliance with specifications & related standards. The vendor shall give the engineer/ inspector 15 days written notice of any material being ready for testing. Such test shall be to the vendor's account except for the expenses of the inspector. The engineer/ inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection, failing which the vendor may proceed with test which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
6.4	The engineer or inspector shall within 15 days from the date of inspection as defined herein give notice to the vendor of any objection w.r.t. drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The vendor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
6.5	When the factory tests have been completed at the vendor's or sub-vendor's works, the engineer or inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued

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	within 15 days of the receipt of vendor's test certificate by the engineer inspector. Completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.	
6.6	In all cases where the vendor provides the tests at the premises of the vendor or any sub-vendor, the vendor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the engineer/ inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the engineer/ inspector to accomplish testing.	
<b>7.0</b>	<b>INSURANCE</b>	
	The contractor shall make available the original insurance cover(s) taken by him, against his T&P, assets and workmen compensation and any other cover as may be pertinent to his works and obligatory in terms of law, to BHEL for necessary verification in regard to their adequacy, before commencement of work. However, irrespective of such verification/ acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of the contract shall be of the contractor alone. Such insurance covers to be taken shall be in the joint names of the owner and the contractor. The contractor shall however be authorised to deal directly with the Insurance company(s) and shall be responsible in regard to maintenance of such insurance covers. Insurance covers to be taken by BHEL/ Customer shall be as stipulated under relevant clause of Volume-IB.	
<b>8.0</b>	<b>DEVIATIONS/ CLARIFICATIONS</b>	
8.1	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 his 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>9.0</b>	<b>DEWATERING</b>	
9.1	Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be	

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	considered by BHEL.
<b>10.0</b>	<b>TIME SCHEDULE/ COMPLETION PERIOD</b>
10.1	<p>The Contractor shall supply materials in such manner that supply &amp; erection of office, stores &amp; Field hotel with ten residential quarters will be completed within 8 months from the from date of written intimation from BHEL.</p> <p>Mobilization at site shall be done within 30 days from date of written intimation from BHEL. The exact date of start of work shall be reckoned based on certificate of Construction Manager, BHEL.</p> <p>Office is to be supplied and handed over within 120 days from the date of approval of drawings by BHEL.</p> <p>Note: - The contractor should submit the drawings to BHEL for approval within 30 days from the date of LOI. Subsequently drawings will be approved by BHEL within 10 days from date of submission.</p>
<b>11.0</b>	<b>TERMS OF PAYMENT</b>
11.1	The contractor shall submit their running bill (RA bill) once in a month, at the end of the month, as per mutually agreed billing schedule approved by BHEL. RA bill, complete in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed, will be paid after passing of the bill, subject to its completeness & correctness. Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work. However, no extra payment shall be made in the event of delay in release of payment.
11.2	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor shall on the certification of the BHEL engineer at site, be entitled to payment explained hereunder.
11.3	<p><b>PAYMENT FOR SUPPLY PART AND ERECTION:</b></p> <p>10% of basic price of materials on submission and approval of all basic design documents such as data sheets / drawings, quality plans etc. as per tender.</p> <p>50% of basic price of materials supplied along with 100% VAT or any other Tax etc. (as applicable) against dispatch document on pro-rata dispatch of material to site as per approved billing schedule. Documents (required sets) required, as applicable, for such payment are as follows</p> <p>i) Invoice / excisable invoice in original. ii) LR / RR (consignee copy). iii) Packing list. iv) BHEL / customer MDCC enclosing QS note, inspection &amp; test certificate, wherever applicable.</p> <p>10% of basic price against Material Receipt Certificate (MRC) issued after receipt of materials and</p>

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	<p>its physical verification at site on pro-rata basis. Collection of MRC from the site and its submission for claiming the payment shall be your responsibility.</p> <p>20 % of the basic price shall be released against completion of erection of the supplied material.</p> <p>05% of basic price shall be released against successful completion and handing over of the package as per scope of work to BHEL. Documents (required sets) required, as applicable, for such payment are as follows</p> <p>i) Completion &amp; Handing Over certificate from BHEL Site Engineer. ii) Submission of final documents, e.g. as-built drawings, O&amp;M manual etc</p> <p>However, you have to complete all other activities and fulfill all formalities for final billing/contract closing prior to drawing this payment.</p>
11.3.1	Balance 5% of contract value shall be paid against FAC (Final Acceptance Certificate) to be issued by BHEL / BIFPCL after completion of warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period, subject to the followings:
11.3.1.1	(i) Receipt of certificate that all works are completed in all respects;
11.3.1.2	(ii) Reconciliation of materials / T&P / MMD;
11.3.1.3	(iii) Completion of final bill formalities and
11.3.1.4	(iv) Handing over to BHEL.
11.3.2	<p><b>PAYMENT FOR ALL ITEMS OF SCH 4 OF PRICE SCHEDULE FOR AMC:</b> On completion of the item of work as per Speciation and Instruction of Engineering In charge of BHEL-95% Balance 5% retained from each RA bill will be released along with the final bill.</p>
11.3.3	For progressive Payment, detail Billing Schedule for SCH 3 of Price Schedule shall be submitted by you to BHEL site for necessary approval within 30 days from date of issue of LOI for approval of BHEL/Site in line with the approved BOM(Bill of Materials) containing list of Mechanical Items, Electrical Items ,civil works,etc.
11.4	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid within 60 days of submission of bill. The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding actual work executed in measurement book and bills for work. However no additional payment shall be made in the event of delay in release of payment beyond the stated period
11.5	Deleted
11.6	Deleted
11.7	Contractor shall make their own arrangement for making payment of impending labour wages and other dues in the meanwhile.
11.8	Contractor have to submit BHEL entry gate pass for cement, steel, and other materials required for the work, in absence of which their corresponding RA bills shall not be processed.
11.9	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor shall on the certification of the BHEL engineer at site, be

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	entitled to payment explained hereunder.
11.10	The bills will be sent to BHEL, Site Finance for scrutiny and payment will be made after processing / verification only.
11.11	The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding actual work executed in measurement book and bills for work. However no additional payment shall be made in the event of delay in release of payment beyond the stated period.
11.12	All admissible recovery / adjustment, etc. shall be made from interim payable amount.
11.13	BHEL site at its discretion may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
11.14	Payment shall be made in USD as per order.  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.
11.15	BHEL site at its discretion may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
11.16	For progressive Payment, detail Billing Schedule for office work, covered store and field hostel work shall be submitted by you to BHEL site for necessary approval within three weeks from date of issue of LOI for approval of BHEL/ Rampal Site in line with the approved BOM(Bill of Materials) containing list of Mechanical Items, Electrical Items and Furniture/ furnishing etc.
<b>12.0</b>	<b>PRICE BID &amp; CONTRACT PRICE</b>
12.1	Bidders should quote prices in USD as per format, Volume-III provided in the tender. Bids shall be evaluated based on total price quoted.
<b>13.0</b>	<b>PAYMENT FOR ADDITIONAL/EXTRA ITEMS FOR CIVIL FOUNDATION WORKS</b>
13.1	It shall be as per relevant clause of the GCC. However, “ <b>BPWD Schedule of Rates 2014</b> or DSR 2014” as mentioned in the price schedule will be considered.
<b>14.0</b>	<b>TAXES, DUTIES ETC</b>
14.1	<b><u>For Imports</u></b>  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

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	<p>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><b><u>For domestically sourced</u></b></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 furnished under Income Tax Act of Bangladesh , shall be deducted at prevailing rates on Gross Invoice Value from the bills</p> <p><b><u>For Both Imports &amp; domestically sourced</u></b></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>
14.2	<p>New tax &amp; duties, if imposed subsequent to latest due date of offer submission, as per NIT &amp; 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</p>

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	vendor shall obtain prior approval from BHEL before depositing new taxes & duties.
<b>15.0</b>	<b>QUALITY CONTROL &amp; QUALITY ASSURANCE</b>
15.1	Contractor's engineers & supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets/ formats and submit to BHEL for joint inspection and acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. BHEL's authorized representative shall be given free access at all time to such quality related records etc for inspection, review etc.
<b>16.0</b>	<b>QUALITY ASSURANCE PROGRAMME</b>
16.1	The contractor shall arrange for suitable quality assurance programme to control all activities pertaining to the scope of work, as necessary. Such programs shall be outlined by the contractor & shall be finally accepted by BHEL. A quality assurance programme of the contractor shall generally cover the following
16.2	Organization structure and qualification data for key personnel of the contractor for the management and implementation of proposed quality assurance programme
16.3	The procedure for source inspection, incoming raw material inspection, verification of material purchased etc.
16.4	System for maintenance of records.
<b>17.0</b>	<b>GENERAL REQUIREMENTS – QUALITY ASSURANCE</b>
17.1	All materials, components and equipment covered under the specification shall be procured, manufactured, erected, commissioned and tested, as applicable, at all stages as per comprehensive quality assurance program. An indicative program for inspection/ test, to be carried out by the contractor, for some of the major items is given in the respective technical specification.
17.2	Field quality plan will detail out the quality practices and procedures etc to be followed by the contractor's site quality control organization, during various stages of site activities from receipt of material/ equipment at site.
17.3	BHEL reserves the right to carry out quality audit and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL to carry out such audit.
17.4	Quality audit/ approval of the results of test & inspection will not prejudice the right of BHEL to reject an equipment service not giving desired performance and shall not in any way limit the liabilities and responsibilities of the contractor in earning satisfactory performances of equipment/ service as per specification.
17.5	Repair/rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL.

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17.6	All the latest relevant IS codes as per technical specification should be available with the contractor at site within 45 days from the date of placement of LOI or otherwise specified by Construction Manager/ Project Manager, BHEL.
<b>18.0</b>	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b>
18.1	HEALTH, SAFETY & ENVIRONMENT requirements for 2x660 MW Maitree STPP shall be as per HSE document no. HSEP:14-MAITREE: DATE:01.03.16.
<b>19.0</b>	<b>SPECIFIC REQUIREMENTS FOR ISO 9002</b>
19.1	Contractors shall ensure that all their staff/ employees are exposed to periodical training programs conducted by qualified agencies/ personnel on ISO 9002 Standards.
19.2	Contractor shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
19.3	Contractor shall ensure that all MMDs that are used, whether owned by the contractors or used on loan, are calibrated by the authorized agencies and the valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by the contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
19.4	Contractor shall ensure that fitness certificate of the tools & plants, that are in use, whether owned by contractor or issued on loan, are tested by authorised agency and the valid fitness certificate is available for verification by BHEL.
19.5	Contractors shall arrange for the inspection of the works at various stages as required by BHEL. The contractors shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
<b>20.0</b>	<b>INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE</b>
20.1	Not applicable for this tender.
<b>21.0</b>	<b>OVER RUN CHARGES</b>
21.1	Not applicable in this tender.
<b>22.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b>
22.1	Not applicable in this tender.
<b>23.0</b>	<b>PRICE VARIATION CLAUSE/ ESCALATION</b>
23.1	Not applicable for this tender.
<b>24.0</b>	<b>LIQUIDATED DAMAGE</b>
24.1	Shall be applicable as per GCC.
<b>25.0</b>	<b>GUARANTEE/WARRANTY</b>
25.1	Even though the work will be carried out under supervision of BHEL, the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
25.2	The contractor shall guarantee/warranty the work executed under the scope of the contract for a period of 12 (twelve) months from the date of

	start of guarantee period as certified by the engineer (i.e. on completion of total work under scope and/ or taking over by BHEL/ owner) and shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair/ replace the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs/ replace such defective works at contractor's risk & cost without prejudice to any other rights and recover the same from security deposit/ other dues.
<b>26.0</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
26.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period due to reasons not attributable to contractor, the contractor shall make request for an extension of the contract and BHEL at its discretion may extend the contract.
26.2	Based on review of agreed & jointly signed L-2/ construction schedule (as enumerated in the tender), the balance work at the end of original contract period less the backlog attributable to the contractor 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 contractor is bound to complete the portion of backlog attributable to contractor. Further 'Time extension' or 'Time extensions' at the end of previous extension shall be worked out similarly.
26.3	However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
26.4	A joint program 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 contractor as per specified format. Review of the programme and record of shortfall shall be done.
26.5	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
26.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (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 solely to contractor after adjusting delay attributable to BHEL& Force majeure and recoverable from the dues payable to the contractor.

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<b>27.0</b>	<b>EARNESTMONEYDEPOSIT(EMD)/SECURITY DEPOSIT / PERFORMANCE BOND</b>
<b>27.1</b>	<b>EARNESTMONEYDEPOSIT(EMD)</b>
27.1.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.  EMD & Tender cost can be submitted in INR/ USD/ BDT for this tender.  Buying Exchange Rate of currency as available in the web site of Bangladesh Bank on the tender floating/publishing date shall be considered.
27.1.2	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 Buying 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 Buying conversion rate of BDT to USD as per Bangladesh Bank publication on tender floating date.
27.1.3	If the date happens to be a holiday / or rate is not published, then the exchange rate of next day/ next published day as available in the website of Bangladesh bank will be considered.  Irrespective of submission in any of the aforesaid modes, amount of refund of EMD shall be net of submitted EMD less applicable Bank charges.
27.1.4	EMD & Tender cost amount can also be submitted directly by Foreign Bidders (other than Indian bidders) to the following Bharat Heavy Electricals Limited bank account in Bangladesh-  1. SBI (Branch Address:-24-25, DILKUSHA C/A, DHAKA-1000, Branch Code 4984), A/C No. 05160293520001, BDT Account.  2. SBI (Branch Address:-24-25, DILKUSHA C/A, DHAKA-1000, Branch Code 4984), A/C No. 05160293510001, USD Account
27.1.5	EMD & Tender cost amount 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, Saltlake, Sector V, Kolkata, Branch Code SBIN0004289), A/C No. 11107800029, INR Account.
27.1.6	Amount of EMD exceeding INR 20 Lakh may be submitted in the form of Bank Guarantee (INR or eqv. USD).
27.1.7	All other terms & conditions shall be as per GCC.
<b>27.2</b>	<b>SECURITY DEPOSIT(SD)</b>
27.2.1	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.
27.2.2	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

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	<p>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>
27.2.3	All other terms & conditions shall be as per GCC.
<b>27.3</b>	<b>Performance bond is not applicable.</b>
<b>28.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
28.1	The work under the scope of the contractor 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 contractor.
<b>29.0</b>	<b>OTHER TERMS</b>
28.0	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.
<b>29.0</b>	<b>DELETED</b>
<b>30.0</b>	<b>MATERIAL HANDLING</b>
30.1	No material is envisaged to be issued by BHEL in this contract.
30.2	However, the civil materials (to be supplied by you as envisaged) are to be handled by you and you will be solely responsible for safe custody of the same.
<b>31.0</b>	<b>FACILITIES TO BE PROVIDED BY THE CONTRACTOR</b>
<b>31.1</b>	<b>TOOLS, TACKLES AND SCAFFOLDINGS</b>
31.1.1	The contractor shall provide all the construction equipments, tools, tackles & scaffoldings required for construction covered under the tender. They shall submit a list of all such materials to BHEL/ customer before the commencement of pre-assembly at site. These tools & tackles shall not be removed from the site without the written permission of BHEL. The T&Ps to be arranged by the contractor shall be in proper working condition.
31.1.2	In the event of any failure of your part, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from your scope. In the event of your failure to deploy necessary and sufficient T&P/ IMTEs. BHEL will be at liberty to arrange the same at your risk and cost including transportation cost of same from any of BHEL site/other agency and charges as applicable shall be deducted from your R/A bill. Decision of BHEL in this regard will be final and binding on you.
31.2	The period of completion being stringent, contractor must ensure sufficient availability of construction materials particularly ply for staging/shuttering /scaffolding at all times of the project/contract period to avoid any delay whatsoever. Initial mobilization of all tools/tackles/construction materials/

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	scaffolding etc. must be sufficient to maintain desired progress of work. Multiple sets of staging materials must be available with the contractor to avoid any delay on account of any recycling.	
31.3	<b>COMMUNICATION</b>	
31.3.1	The contractor shall be responsible for arranging all communication facilities for himself at site. The contractor has to establish independent internet / e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL's data network and database systems at site.	
31.4	<b>FIRST-AID</b>	
31.4.1	The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site.	
31.5	<b>CLEANLINESS</b>	
31.5.1	The contractor shall be responsible for keeping the entire area allotted to them clean & free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish & scrap material shall be stacked or disposed in a place to be identified by BHEL/ customer. Materials & stores shall be so arranged to permit easy cleaning of the area.	
31.5.2	Similarly the labor colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of BHEL/ customer. Proper sanitary arrangements shall be provided by the contractor in the work-areas, office and residential areas.	
31.5.3	Contractor shall note following.	
31.5.3.1	No staff quarter shall be provided by BHEL.	
31.5.3.2	If any minor work such as filling/levelling for movement of vehicles, machinery is required to be done, that shall arranged by the contractor at their own cost.	
31.5.3.3	The contractor shall solely be responsible for the safety, quality, & quantity of material, if any, after it is handed over and issued to contractor by BHEL.	
<b>32.0</b>	<b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>	
	To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.	
<b>32.1</b>	<b>CUSTOMS CLEARANCE</b>	
	<p>The Contractor 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 Contractor's personnel.</p> <p>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 Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor.</p> <p>Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and</p>	

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	export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Contractor shall also be responsible for inland transport by barge/ truck/train to the Site.
<b>32.2</b>	<b>RECEIVING, TRANSPORTING, HANDLING AND STORAGE</b>
	<p>The Contractor shall receive, transport, handle, store and install all materials and equipment furnished under these specifications, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation and unloading facilities (including for the transportation, delivery and receipt of all equipment, materials, Plant to the Site) and to make the required arrangements to secure the necessary facilities for the same.</p> <p>The Contractor shall be responsible for the prompt unloading of all equipment or materials. The Contractor shall pay any demurrage incurred due to delay in unloading and for any other reasons.</p> <p>The Contractor shall handle materials and equipment carefully to prevent damage or loss. The use of bare rope slings for handling will not be permitted unless specifically approved by the Engineer. Special handling devices shall be used when necessary to avoid damage.</p> <p>In addition the Contractor shall also comply with the requirements of Technical Specification with respect to the receipt, transportation, handling and storage.</p>
<b>32.3</b>	<b>PLATFORMS</b>
	Open platforms shall be constructed by the Contractor at least 50cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.
<b>32.4</b>	<b>INDOOR STORAGE</b>
	Indoor storage sheds shall be constructed by the Contractor by suitable means for keeping materials and equipment from contact with the ground and to protect it from the environment and outside atmosphere. Sensitive equipment (including inter-alia, electrical, I&C and other equipment) must be kept in dust proof and ventilated rooms and means have to be provided to maintain the moisture content at required levels, in accordance with Good Industry Practices.
<b>32.5</b>	<b>SHORING</b>
	Shoring shall be provided by the Contractor to safely support materials and equipment not less than 30 cm above the ground. The ground shall be compacted and concreted or asphalted.
<b>32.6</b>	<b>WEATHERPROOF COVERINGS</b>
	Weatherproof and flame resistant sheeting of sufficient size for outdoor storage shall be provided by the Contractor. The sheeting shall be carefully placed and tied down to prevent moisture and wind from entering underneath the sheeting and to otherwise protect the equipment, materials and other Plant.
<b>32.7</b>	<b>IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES &amp; BUILDINGS</b>
	The Contractor shall provide each of his employees and his Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall

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	<p>wear his badge visibly to the security personnel at any time. <span style="background-color: yellow; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span></p> <p>Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.</p> <p>All vehicles and large equipment furnished and used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores, depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Safety Health and Environmental (SHE) Plan to be provided by the Contractor.</p> <p>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.</p> <p>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.</p>
<b>32.8</b>	<b>EXPATRIATE PERSONNEL</b>
	<p>The Contractor shall submit to 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 Employer at least thirty (30) days prior to their expected arrival in Bangladesh. Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.</p> <p>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.</p> <p>All accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and the Employer shall not have any liability for the same.</p>
<b>32.9</b>	<b>SAFETY</b>
	<p>The Contractor shall comply with all ordinances and regulations including ,but not limited to, National, State, Municipal laws and Department of Labour, Transmigration and Co-operation Regulations, and other Applicable Laws that are in force in the locality of the Works and shall comply with any instructions that may be from time to time issued by Employer. The safety rules and regulations laid down in the Safety Health and Environmental (SHE)Plan are to be strictly adhered to</p>
<b>32.10</b>	<b>CONTRACT PLANNING AND CONTROL</b>

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	<p>Before starting the Work at the Site, the Contractor shall submit the detail site management organization for approval by the Employer. Such proposals shall show clearly the Contractor's key personnel, classification and qualification with the detailed information and curriculum vitae for above key personnel.</p> <p>The Contractor's Representative, site manager and senior key personnel who will be responsible for working closely with the Employers staff to achieve efficient execution of the Contract shall be competent to conduct meetings and communications in the English language.</p> <p>The management organization shall include a planning and programming tools covering the Work, and shall apply the latest techniques in communication and analysis. The Contractor shall nominate a planning engineer to co-ordinate all planning activities.</p>
<b>32.11</b>	<b>RELEASE OF INFORMATION</b>
	<p>The Contractor shall not communicate or use in advertising, publicity, or sales release, photographs or other reproductions of the Work under this Contract, or descriptions of the size, dimensions, quantity, quality, or other information concerning the Work unless prior written permission has been obtained from the Employer.</p>
<b>32.12</b>	<b>SAFETY AND ACCIDENT PREVENTION</b>
	<p>It shall be the Contractor's responsibility to maintain throughout the construction period, a safety and accident prevention program satisfactory to the Employer which meets the requirements of Applicable Laws and of all other Governmental Authorities authority having jurisdiction over the Works. The rules and regulations laid down in the Safety Health and Environmental (SHE) Plan must be adhered to at all times.</p>
<b>32.13</b>	<b>SECURITY</b>
	<p>The Contractor shall be solely responsible for the security of all equipment and materials incorporated or to be incorporated in the Work by him and all equipment, materials, tools, supplies, structures, facilities and others properly used in the execution of the Work while in his care and custody.</p> <p>The Contractor shall conform also to any specific security requirements of Employer but such compliance shall not relieve the Contractor from the total responsibility for security.</p>
<b>32.14</b>	<b>HOUSING &amp; TRANSPORT</b>
	<p>The Contractor shall arrange for suitable housing units together with furnishing and utilities in the close proximity of the construction Site for accommodation of all his expatriate personnel. If the services of any expatriate personnel of the Contractor or its Subcontractors.</p> <p>If the Contractor decides in consultation with the Employer that the health or safety of any of his personnel is or might be jeopardized by political or health hazards in Bangladesh, the Contractor may, after forty eight (48) hours' notice, order its employees and the employees of its Subcontractors and suppliers to return to their</p>

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	<p>headquarters or other safe location, in which case the Work will be deemed to be suspended for the duration as may be jointly decided, Provisions of Clause 34.0 of the General Conditions of Contract "SUSPENSION OF THE WORK" will apply in case of such suspension of work.</p> <p>The Contractor shall provide to the extent agreed transport vehicles for use during construction period by the expatriate as well as local personnel.</p>	
<b>32.15</b>	<b>PROPRIETARY NAMES</b>	
	<p>Whenever a material or article is specified or described on the plants by using the name of a proprietary product or by using the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quantity desired. Unless otherwise specified, other manufacturers' products which in the opinion of the Employer are equivalent of those specified will be accepted. Such items shall be submitted for approval prior to their incorporation in the Works.</p>	
<b>32.16</b>	<b>PERFORMANCE OF THEWORK</b>	
	<p>The Contractor shall conduct all Works in such a manner as to cause the least possible disturbance or damage to the environment. In cases where some temporary disturbance or damage is unavoidably caused due to the nature of the work, the Contractor shall, as soon as possible, remove the cause of such temporary disturbance, repair the damage and, in general, restore the affected areas to their original condition to the extent possible, and in a manner satisfactory to the Employer, the landowner and any authorities.</p> <p>Prior to commencement of the Work, the Contractor shall provide details of its EMP specifically addressing the following:  Environmental management system and manual – policies, standards and procedures, and programs; organization / responsibilities;</p> <p>Training  Incident and accident investigation;  Management support;  Environmental protection, mitigation and restoration;  Emergency preparedness and response;</p> <ul style="list-style-type: none"> <li>• Socio-economic plans, including historical and cultural resources;</li> <li>• audit, monitoring and corrective action;</li> <li>• information and records management; and,</li> <li>• Integration of safety &amp; health requirements with the EMP.</li> </ul> <p>All aspects of the EMP and the environment work requirements are the Contractor's accountability and the Contractor, its management and its Site supervisory staff will be held responsible for its implementation.</p> <p>All relevant Safety and Health Environment (<b>SHE</b>) issues, results of audit and</p>	

monitoring plans and programs, and SHE performance indicators will be communicated to the Contractor’s management and the Employer through daily inspection meetings and reports, weekly construction meetings, monthly meetings, and in terms of the monthly project report.

The Contractor shall ensure that he has complete knowledge of all the laws, statutes, statutory instruments, regulations, rules, treaties and conventions (by whatever name or title), environmental protection regimes and other Applicable Laws, in each of the jurisdictions where he shall perform the Work. The Contractor shall also take all necessary measures to protect the atmosphere, ocean, rivers, groundwater, seaports and land from pollution. In any event the Contractor shall promptly use its best efforts to eliminate and clean up any pollution caused, directly or indirectly, by the Contractor or which occurs at the Site, or other sites associated with this Work.

The Contractor shall cooperate in all respects with any participant environmental representatives and with governmental persons, and allow them to inspect any and all equipment or operations that they wish to observe. The Contractor shall, at all times, be ready to discuss the implementation of the Contractor’s safety, health and environmental protection program.

**32.17 INSTRUCTION TOWORKERS(ORIENTATION/ INDUCTION)**

The Contractor shall ensure that all employees, subcontractors, servants and agents (and employees, servants and agents of all Subcontractors) participating in the Work, are advised about the strategy and plan for managing the environmental-social issues related to the work, and on their role and responsibility; instructed on the requirements of environmental laws, rules, regulations and specific permit conditions applicable to the area and the Work; instructed on the application and use of the required personal protective equipment (PPE) for their job duties and functions; and, have received the appropriate training in the use, application and maintenance of PPE.

**32.18 RISKMANAGEMENT**

The Contractor shall clearly state the management methods and techniques to be used to identify potential hazards and risks at any stage prior to the execution of a particular activity. If required, specific procedures shall be developed by the Contractor to eliminate or mitigate the hazard to a safe level prior to the work being authorized. All requirements of the project’s environmental impact assessments (“EIA”) and other relevant assessments and conditions of approvals accorded by the relevant Governmental Authorities must be considered by the Contractor in the development of the Contractor’s Safety and Health Environment (SHE) Plan, EMP and other related/relevant plans. The Contractor is required to implement a system whereby all risks associated with hazardous substances, whether chemicals, by-products, effluents or waste materials, are minimized and/or eliminated. In conjunction with its emergency plans and procedures, the

	Contractor shall develop and submit to the Employer’s Representative a “Safety Philosophy Document” that details the strategy to be adopted for control and shutdown systems, including alarms and programmable electronic control systems.
<b>32.19</b>	<b>EMERGENCY PREPAREDNESS, RESPONSE &amp; CONTINGENCY PLAN</b>
	The Contractor shall prepare an Emergency Preparedness, Response and Contingency Plan (a detailed program of action to minimize the effects of an abnormal event requiring prompt actions beyond normal procedures to protect human life, minimize injury and safeguard the environment) for environmental and personal safety emergencies or incidents. This plan shall be found within the Contractor’s Safety & Health and/or Environmental Programs. The purpose of the plan shall be to limit insurance and damage to people, property and the environment respectively. The plans, procedures, and trained personnel shall be in place for the duration of the Contract to manage and control emergency situations and incidents in a proper and expeditious manner.
<b>32.20</b>	<b>SERVICING AND FUELLING</b>
	To ensure adequate response capability in the event of a fuel, ground spill or other spill, all fuel transport vehicles and the Contractor’s foreman vehicles shall carry a suitable amount of commercial absorbent material. In addition, floating absorbent pads and booms for spill clean-up on open water shall be kept accessible on the construction Site.  All service vehicles and/or equipment utilized for re-fuelling must be equipped with automatic shut-off valves. All equipment or servicing activities with the potential for accidental spills (e.g., oil changes, hydraulic repair, coolants) will require appropriate containment methods to be in place (i.e., storage containers, impervious liners, absorbent materials, etc.) prior to the start of the activity.
<b>32.21</b>	<b>SOIL AND GROUNDWATER PROTECTION</b>
	The Contractor shall develop and implement soil and groundwater protection measures. Protection measures shall include bunding and impervious floors, where appropriate. The Contractor shall make an assessment of groundwater quality prior to the start of construction and prior to commissioning to demonstrate to Employer’s Representative that construction activities have not adversely affected the environment. Groundwater quality shall be monitored throughout the construction phase.
<b>32.22</b>	<b>HEALTH HAZARDS</b>
	Worker and public health is a critical part of any SHE management program. The Contractor shall control substances and materials that may be a hazard to worker’s health. These controls shall be a combination of hazard communication, safe work systems and the controlled handling and disposal of hazardous materials. The Contractor’s controls shall commence at contract preparations and procurement stages, where all vendors and subcontractors shall be required to submit Material Safety Data Sheets (“MSDS”) for all hazardous materials that will be supplied, provided or brought onto the Site. These MSDSs shall be forwarded

to Contractor's SHE Manager for review and records management.

In the event hazardous materials are to be used, the Contractor shall carry out assessments according to recognized international standards, to determine if there are any more suitable or less hazardous materials that could be substituted for the original materials. Only when the Project Manager, Employer and his Engineer and the Contractor are satisfied that assessments have been completed, and control measures are adequate to protect worker health, the materials shall be allowed on the project worksite. The Contractor's control measures shall include:

- Material transport, storage, labelling, packaging, and disposal,
- Personnel protective equipment (PPE),
- Health surveillance and monitoring, and
- Emergency procedures and training.

All explosive materials to be used for blasting during Site preparation shall only be handled by approved and qualified personnel. All explosive materials shall be stored in a secure, limited access sites, protected from workers and the public, and removed from the site every day and immediately after use.

All radioactive equipment and materials shall only be used by qualified, approved and permitted personnel. Radioactive materials must be stored in approved and protected containers. Radioactive materials and waste products shall not be disposed of on-site but removed in protective containers and disposed at government approved storage and disposal sites

**32.23****WASTE MATERIAL MANAGEMENT**

The Contractor shall ensure that waste management identification, handling, transport and disposal are addressed in the development of their SHE management plans.

The Contractor's employees responsible for handling hazardous materials (including wastes) shall receive training and certification in the handling, transport, storage and disposal of chemicals and regulated or hazardous materials. Where applicable, Workplace Hazardous Materials Information System ("WHMIS") certification and training, or its equivalent, shall be made available to employees. Regular written updates shall be included for continued employee awareness.

The Contractor shall ensure proper segregation and isolation for wastes that could react together in the event of a leak or other incident. These facilities shall include lockable, fire proof cabinets or storage in shelving units separated by fireproof barriers or walls.

The Contractor shall dedicate a space for waste and drum storage. The storage

area must be easily accessible for spill containment and emergency response and not be susceptible to flooding.

For any waste storage area which could accumulate hazardous gases, vapours, or dust due to the nature of the wastes stored, the Contractor must supply suitable ventilation or other controls to ensure exposure by employees is kept below required minimum standards. Storage areas for hazardous wastes shall be designated as restricted areas and shall be suitably equipped to control an incident involving a leak or spill.

The Contractor shall make available suitable fire extinguishing equipment and proper electrical bonding equipment in all areas involving the handling and storage of flammable and reactive wastes.

Disposal of wastes by burning will not be allowed on the construction site.

Sumps and waste pits shall not be used for waste storage at the work site. Sumps should only be used for temporary control and containment of spills, equipment leaks, etc. If the Contractor encounters former sump sites or waste pits during ground surveys, the Contractor shall identify and investigate the same. If any contamination is suspected, the Contractor shall excavate, remove and where required replace with an approved sump container system.

The Contractor shall develop and implement a waste disposal control system. This system shall control every load of waste leaving the worksite, detailing the type of waste disposal, waste origin and destination, approximate weight, date and transport details on a waste manifest/document. These documents shall be audited.

<b>32.24</b>	<b>SPILL RESPONSE AND CONTROL</b>
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All spills shall be stopped and cleaned up immediately to avoid potential impact to water and soil quality. All spills shall be reported using the Incident Management Process. Under no circumstance contaminated material may be “stored” on the work site.

All spills shall be rapidly stopped and appropriately eliminated as defined in the Contractor’s Emergency Preparedness, Response and Contingency Plan. Spills shall be contained in a way that will prevent their redistribution. All ground spills shall be contained as quickly as possible through diking, suction methods, excavation and the use of absorbents or other appropriate recovery techniques.

A list including the type, quantity and location of the storage of retaining and clean up equipment to be used during construction shall be prepared. The list shall include the procedures and mitigation measures to be used in case of a spill. A written inventory will also be prepared, before starting construction works, including lubricants, fuels, solvents, chemicals and other materials that might be accidentally discharged during construction.

All on-site fuel storage tanks shall be located in an impermeable secondary containment area with a holding capacity equal to 110% of the largest tank within

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	<p>the berm. For above ground tanks, the tanks shall be surrounded by a berm, the entire area covered with a suitable commercial absorbent material and with a sealed plastic liner to form an area that can be pumped out in the event of a leak in the tank. A waste handling plan shall be made with the purpose of identifying the procedures necessary for cleaning and disposing of residues from a major spill. In the event of a spill, the Contractor shall make all resources available to contain and clean up the spill. Traffic shall be minimized in and around the spill site.</p>
<b>32.25</b>	<b>NOISE CONTROL</b>
	<p>Noise level specifications to be followed by the Contractor in design, assessment and monitoring activities are based upon the maximum (acceptable) levels which plant personnel may be exposed during their normal working duties. The Contractor shall be familiar with and comply with the environmental guidelines as issued by the relevant Governmental Authorities in Bangladesh, including the Department of Environment, Government of Bangladesh and other relevant Applicable Laws.</p> <p>All internal combustion motors of vehicles, machinery and equipment used during the construction phase, shall have adequate noise silencers, and shall be kept in good operating conditions, during the entire construction period. Where temporary noise pollution of greater than 85 dBA will occur, temporary silencers shall be used. Equipment noise should not exceed the specified limits at accessible locations.</p>
<b>32.26</b>	<b>CONSTRUCTION TRAFFIC PLANNING</b>
	<p>The Contractor shall ensure that the construction Site is organized in such a way that pedestrians can move safely and without risk. The Contractor shall firstly select the lowest period of traffic flow for equipment crossings; and secondly, ensure that traffic patterns and entrances to private and public roads for access are not obstructed during construction activities. All site entry will be controlled by vehicular passes. Road closures, on-site and off-site, shall be with the approval of the Contractor's site manager and/or road closure permit. Site traffic shall be minimized and speed limits posted and enforced</p>
<b>32.27</b>	<b>HOUSEKEEPING</b>
	<p>All construction debris and other garbage shall be continuously collected and disposed at an approved facility. At the end of each day, all waste material shall be removed from the construction Site and deposited at the approved allocated area. The approved procedures to manage waste shall be specified in the Contractor's waste management plan. All empty hazardous material containers shall be removed from the work area as soon as is practicable. All empty gas containers and bottles shall be returned to their storage area and secured properly.</p> <p>The Contractor's shall prepare a pest and vector control program to address specific site conditions, including a mosquito control program.</p>
<b>32.28</b>	<b>CONSTRUCTION CAMPS</b>

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	<p>The location of work places, camps, areas of storage and installation of works, compression, regulation and communication stations shall be located on levelled land, avoiding areas with non-cohesive soils to avoid erosive processes.</p> <p>Health conditions in the camp shall be controlled in order to prevent contamination of adjacent groundwater or surface water resources. Domestic sewage generated at the construction sites shall be eliminated by two systems of septic/absorption tanks or chemical toilets located on the sites.</p> <p>Solid combustible garbage shall be collected and secured daily, until disposal, to prevent the attraction of livestock, vermins and wild animals. Residue shall be disposed of, along with non-combustible garbage, in a disposal location approved by the Authorities.</p> <p>Upon abandonment, the camp site area shall be cleared of all trailers, piping, cable, insulation, lumber, blockage, metal wastes, etc., and re-graded according to the landscaping concept. These guidelines and procedures for the management of domestic and other waste shall be specified in a plan.</p>
<b>32.29</b>	<b>SITREGULATION MANUAL</b>
	<p>The Contractor shall thirty (30) days prior starting any Work at the Site furnish a detailed and comprehensive site regulation manual for its proposed operation and works on the Site, which shall be based on the site related regulations and requirements in the Contract and which shall be subject to Employer's approval. All work on the Site, shall be carried out in compliance with the so approved site regulation manual.</p>
<b>32.30</b>	<b>PLANNING &amp; MONITORING</b>
32.30.1	<p>The bidder shall prepare detail construction schedule (L-2) as per completion dates given in this document. This schedule must include all milestone and key activities for each subsystems / components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation / construction / erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.</p>
32.30.2	<p>The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities and list of actions requiring attention of BHEL. This schedule is to be preferably made in PRIMAVERA / MS PROJECTS, so that the same is compatible with BHEL's project management software.</p>
<b>32.31</b>	<b>PROGRESS REPORTING</b>
32.31.2.1	<p>The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (cement / steel / gases / electrodes) report and other reports as per pro-forma considered necessary by BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.</p>
32.31.2.2	<p>The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.</p>
32.31.2.3	<p>The daily work force reports shall clearly indicate the work force deployed,</p>

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	category-wise specifying also the activities in which they are engaged.	
32.31.2.4	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement.	
32.31.2.5	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata / site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.	
32.31.2.6	Successful bidder has to provide for electronic/ computerized storing and re-production / printing / plotting of various data, log sheets, protocols, measurements etc. These may be stored in CD (as per requirement) and handed over to BHEL as per requirement.	
<b>32.32</b>	<b>PHOTOGRAPHS</b>	
	The Contractor shall furnish to the Employer three (3) hard copies (and three (3) soft copies in .jpeg or .pdf format on separate CDs/DVDs) of each photograph taken to show shop assembly of equipment and the monthly stages of equipment installation. Each photograph shall show upon its face, the date, the Contractor's name, and description of the view taken. Photographs shall be taken of each assembly or sub- assembly to indicate the progress of the Work. Additional photographs shall be taken when and where required as directed by Employer and/or the Engineer. Shop photograph shall be not smaller than 120 mm by 150 mm in size.	
<b>32.33</b>	<b>SITE ORGANIZATION</b>	
32.33.3.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
32.33.3.2	Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.	
32.33.3.3	Deputation of above man-power shall be jointly decided at site in line with construction schedule.	
32.33.3.2.1	Qualified safety officers with assistants (exclusive for safety supervision for project jobs).	Officer – One No.
32.33.3.2.2	Engineer & Supervisors for quality inspection.	One no
32.33.3.2.3	Site supervising engineer and	One No. Engineer and one Number

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	supervisors for Structural works	Supervisor
32.33.3.4	Engineer / supervisor for other functions like store & purchase, material management, fin, administration etc. are to be provided as per site requirement and <b>not considered above.</b>	
32.33.3.5	In the event of non-deputation of engineer/ supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct USD 1050 per man-month for engineer, USD 650 per man-month for the supervisor / safety officer / chemist and USD 650 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.	
32.33.3.6	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.	
32.33.3.7	In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.	
32.33.3.8	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.	
32.33.3.9	The contractor should also submit network programs for the erection of various items. These networks shall show the BIFCL/ BHEL hold points, which have to be cleared by BIFCL/ BHEL, or their authorized representatives before further erection can take place. These programs for the erection would clearly identify responsibilities of the contractor and BIFCL/ BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement of LOI.	
<b>33.0</b>	<b>TEST CERTIFICATE FOR T&amp;P</b>	
	All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates for their suitability, and the documents shall be preserved at site.	
	In case of expiry of validity of any such test certificate during construction, the contractor shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.	
	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.	
<b>34.0</b>	<b>OTHER TERMS</b>	
34.1	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.	

**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

<b>Sub</b>	<b>No Deviation Certificate.</b>	
<b>Job</b>	Design, Engineering, Manufacture, supply, installation and handing over of pre-fab structure for field hostel, residential quarters, Site office & Covered store with all necessary electrical fittings, supply and installation of furniture and furnishings etc. as per specification at 2x660 MW Maitree, Rampal, Bangladesh.	
<b>Ref</b>	1.0	Tender no PSER:SCT: KLN-C1831:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-C1831:5711 Date: 22-05-2017
	3.0	BHEL's TCN-01, vide reference PSER:SCT:KLN-C1831:TCN-01, dated 03-06-2017.
	4.0	BHEL's TCN-02, vide reference PSER:SCT:KLN-C1831:TCN-02, dated 09-06-2017.
	5.0	BHEL's TCN-03, vide reference PSER:SCT:KLN-C1831:TCN-03, dated 16-06-2017.
	6.0	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 offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796