



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 05

Ref: PSER:SCT:KLN-M1855:TCN-05

Date: 04-12-2017

Sub	TCN-05
Job	Design, Engineering, Manufacturing, Supply, Erection & Commissioning, O&M, etc. of Compressed Air System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
Ref	1.0 Tender no PSER:SCT:KLN-M1855:17
	2.0 BHEL's NIT, vide reference no PSER:SCT:KLN-M1855:6104, Dated 03-10-2017
	3.0 BHEL's TCN-01, vide reference PSER:SCT:KLN-M1855:TCN-01, dated 24-10-2017.
	4.0 BHEL's TCN-02, vide reference PSER:SCT:KLN-M1855:TCN-02, dated 10-11-2017.
	5.0 BHEL's TCN-03, vide reference PSER:SCT:KLN-M1855:TCN-03, dated 20-11-2017.
	6.0 BHEL's TCN-04, vide reference PSER:SCT:KLN-M1855:TCN-04, dated 27-11-2017.
	7.0 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 SPECIAL CONDITIONS OF CONTRACT (SUPPLY), Volume-IC-Rev-1 is attached herewith, superseding SPECIAL CONDITIONS OF CONTRACT (SUPPLY), Volume-IC-Rev-0 issued earlier along with NIT. (Revision in cl. no. 7.0 & 29.0). However, bidder shall go through entire volume before submitting their bid.
- 2.0 Revised SPECIAL CONDITIONS OF CONTRACT (SERVICE), Volume-ID-Rev-1 is attached herewith, superseding SPECIAL CONDITIONS OF CONTRACT (SERVICE), Volume-ID-Rev-0 issued earlier along with NIT. (Revision in cl. no. 7.0). However, bidder shall go through entire volume before submitting their bid. The changes/introduction of clause pertaining to sub-contacting is also illustrated below :

7.10	SUB-CONTRACTING
7.10.1	If the successful bidder is not registered in Bangladesh with business licensing/ revenue authority in Bangladesh, they can associate their sister concern / dealer/ any other agency, who is registered in Bangladesh, to carry out work of service portion for successful completion of the package. However, the entire work is to be executed under the supervision of the successful bidder.
7.10.2	The successful bidder shall propose such agency along with evidence/documents showing the business relationship for acceptance of BHEL before start of work. He shall associate mandatorily his sister concern / dealer, in case any one of the two is available in Bangladesh.
7.10.3	The order for the entire scope of work shall be placed on the successful bidder, however, his associate, as mentioned above, will be able to raise invoice on BHEL-Bangladesh, as per currency matrix, in their own name. Such invoice has to be counter-signed and stamped by the successful bidder. No claim whatsoever, at a later date, by the successful bidder on account of execution of the work shall be accepted by BHEL for which their associate agency has already claimed and realized remuneration from BHEL.
7.10.4	The entire responsibility of execution along with warranty / guaranty for the entire scope of work shall be with the successful bidder. In case of failure of his agency to execute

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	the work as per project requirement and schedule, the successful bidder shall take necessary action to complete the work on time, else the provisions as per LD clause shall be applicable.
7.10.5	Security deposit and performance guarantee shall be furnished by the successful bidder. Further, any document with regard to contract such as BG, time extension, any other official communication shall be in the name of successful bidder.
7.10.6	If the successful bidder, associates above mentioned agency to execute the service portion of the work, then the successful bidder has to submit an additional Security deposit equivalent to 2% of the service contract value in addition to the SD, applicable for the work as per relevant clause mentioned elsewhere in the tender.
7.10.7	All other tender terms and conditions along with any other statutory obligation, required to execute the work, shall be binding on such agency associated by the successful bidder.

- 3.0 Extension of due date of submission of offer from 05-12-2017 to **12-12-2017** (15:00 hrs).
- 4.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 5.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HYEAVY ELECTRICALS LTD

SR ENGR (SCT)

Encl : As above.

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

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
	Total scope broadly covers design, engineering, manufacturing, inspection, testing, painting, supply/ delivery duly packed at project site including transportation upto site, in line with drawings/ documents/ test procedures approved by BHEL/ customer, for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for Compressed Air System package complete with all accessories, including supply of consumables, erection & commissioning spares, special tools & tackles for maintenance, mandatory spares, for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
2.0	BROAD SCOPE OF WORK
2.1	The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of equipment as stated above & detailed in the specification & elsewhere in tender documents.
2.2	Splitting up of supply contract into two supply contracts one for Local supply and other for the foreign supply would not be entertained.
2.3	The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following.
2.3.1	Detail design of all equipment & sub-system and work as per specification.
2.3.2	Preparing the manufacturing quality plan.
2.3.3	Complete manufacturing of all the equipment/sub-system including shop, field testing and assembly as per specification.
2.3.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
2.3.5	Providing requisite sets (both hard & soft copy) of engineering drawings, RTF, data, operation & maintenance manual, as-built drawing, plant handbook, storage, preservation & painting manual, erection manual, etc as specified elsewhere in the tender.
2.3.6	Arranging inspection of equipment and accessories etc at manufacturer's/ sub vendor's premises.
2.3.7	Packing & transportation of goods from manufacturer's works/ sub vendor's works.
2.3.8	Any equipment not specified here but required to make the equipment complete shall be under the scope of the successful bidder.
2.3.9	Providing preventive routine maintenance schedule of the equipment/ sub-system.
2.3.10	Transportation of materials on FOR destination/ site basis and door delivery of materials at site.
2.3.11	Preparing schedules and furnishing progress report in requisite mode & number.
2.4	Drawings/ documents submitted along with tender are for guidance purpose only and no claim/ compensation, whatsoever, shall be entertained by BHEL on this account.
2.5	All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
3.0	SITE VISIT
	Successful bidder should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all

	the statutory, obligatory, mandatory requirements of various authorities before submission of the offer.
4.0	PROJECT MANAGEMENT
	To meet the need of project management, successful bidder shall provide the following services within quoted/ accepted prices.
4.1	PLANNING & MONITORING
4.1.1	The Successful bidder shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the successful bidder will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network The successful bidder will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and Successful bidder.
4.1.4	Above schedules are to be preferably made in Microsoft Project, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the successful bidder within 15 days from date of LOI and finalized within a month.
4.2	PROGRESS REPORTING
4.2.1	The successful bidder shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of progress report must be submitted to Construction Manager/ BHEL/ site and Project Manager/ BHEL/ Kolkata latest by 7 th of every month covering the detailed progress achieved in the previous month.
4.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which The successful bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.
4.2.3	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 target. The program of subsequent week shall also be presented by Successful bidder for discussions. The Successful bidder shall constantly update/revise his work program to meet the overall requirement.
4.2.4	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of Successful bidder will be held once in a month at Kolkata/site. These meetings will be attended by reasonably higher officials of the Successful bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
4.2.5	Still colour photography (matt paper, post card size, max 10 nos per month for the entire contract execution period) depicting progress of the work, damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by The successful bidder at his own cost.
4.2.6	Successful bidder have to provide electronic/ computerized storing & reproduction/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement.

4.2.7	Other provisions of Volume-IA of this tender would be applicable.
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Supply of main equipment along with other items as per specification maintaining sequential dispatch.
5.4	Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning till handing over of the plant/ equipment
5.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, etc including “As Built Drawing”.
5.6	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.7	DOCUMENTS
5.7.1	The successful bidder shall furnish 15 (fifteen) sets of approved drawing & documents 6 months prior to commissioning.
5.7.2	The successful bidder shall furnish 15 (fifteen) sets of ‘Operation & maintenance (O&M) manuals’ 3 months prior to commissioning.
5.7.3	The successful bidder shall furnish 15 (fifteen) sets of ‘Plant handbook’ covering design, performance data, P&IDs, SLDs, flow charts, sequence, protection & interlock scheme, alarm & trip valves, performance curves, GA & layout drawings, important Do’s and Dont’s” etc 3 months prior to commissioning.
5.7.4	The successful bidder shall furnish 15 (fifteen) sets of as-built drawing along with 4 copies of CD ROM.
5.7.5	The successful bidder shall furnish 15 (fifteen) sets of ‘Storage, preservation & painting manual’.
6.0	COMMUNICATION
	The successful bidder shall be responsible for arranging all communication facilities at office. The successful bidder has to establish independent internet/ e-mail facilities with mobile connection for all key site personnel and same shall be integrated with BHEL’s voice/ data network & database systems at site. The successful bidder’s office must have facilities of communications like Fax, E-mail, and telephone with STD facility etc.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.1	The work must be performed according to the most recent relevant codes, standards, accident prevention regulations and local rules and legal regulations.
7.1.1	IS-2062 is acceptable for structural steel material.
7.2	All materials and equipment supplied and all work carried out as well as calculation sheets, drawings, quality and class of goods, methods of inspection, specific design features of equipment and parts and acceptances of partial plants shall comply in every respect with the applicable standards, codes and regulations to be chosen from the following:
7.2.1	American Association of State Highway and transportation Officials AASHTO American Concrete Institute ACI American Gear Manufacturers Association AGMA American Institute of Steel Construction AISC American Iron & Steel Institute AISI American Moving and Conditioning Association AMCA American National Standards Institute ANSI American Petroleum Institute API American Public Health Association APHA American Society for Testing and Materials ASTM American Society of Civil Engineers ASCE American Society of Heating, Refrigeration & Air Conditioning Engineers ASHRAE American Society of Mechanical Engineers ASME American Water Works Association AWWA American Welding Society AWS American Wire Gauge AWG

	<p>Anti-Friction Bearing Manufactures Association AFBMA Architectural Institute of Japan AIJ Association Francaise de Normalisation AFNOR British Standards Institute BS Chlorine Institute CI Crane Manufacturers Association of America CMAA Deutsches Institut für Normung DIN Diesel Engine Manufacturers Association DEMA European Norm EN Expansion Joint Manufacturer Association EJMA Fédération Européene de Manutention FEM Heat Exchanger Institute HEI Hydraulic Institute HI Illuminated Engineers Society IES Institute of Electrical and Electronics Engineers IEEE Instrument Society of America ISA Insulated Power Cable Engineers Association IPCEA International Electrotechnical Commission IEC International Standards Organization ISO Japanese Architectural Standard Specification JASS Japanese Electrical Manufacturers Association JEMA Japanese Electrotechnical Institute JEC Japanese Industrial Standards JIS Manufacturers Standardization Society MSS National Association of Corrosion Engineers NACE National Electrical Code (USA) NEC National Electrical Manufacturer Association (USA) NEMA National Electrical Safety Code NESC National Fire Protection Association NFPA National Structural Code for Building NSCB Occupation Safety and Health Administration OSHA Portland Cement Association PCA Properties of Water and Steam IFC Scientific Apparatus Manufacturers Association SAMA Society of Automotive Engineers ASE Standards of Japanese Electrotechnical Committee JEC Steel Structures Painting Council SSPC Technische Vereinigung der Grosskraftwerksbetreiber VGB Tubular Exchanger Manufacturers Association TEMA Underwriters Laboratory UL Uniform Building Code UBC Verband Deutscher Elektrotechniker VDE Verein Deutscher Ingenieure VDI Vereinigung Deutscher Elektrizitätswerke (Association of German Power Plants) VDEW Water Pollution Control Federation WPCF</p>
7.3	Generally, all internationally and nationally recognized standards as above will be applied, except if specific standards called for by:
7.3.1	<p>a) Occupational Safety Board of Bangladesh b) Department of Inspection for Factories and Establishments, Bangladesh c) Department of Environment, Bangladesh d) Bangladesh Power Development Board e) Bangladesh Energy Regulatory Commission f) Ministry of Power, Energy and Mineral Resources g) Bangladesh Fire Service and Civil Defence Ministry h) All relevant Bangladesh National Statutory Regulations i) Bangladesh National Building Code j) Bangladesh Standards k) Local Authorities.</p>

7.4	All steam boilers and unfired pressure vessels together with associated pipework and fittings shall comply with the Bangladesh Boiler Act, 1923 with amendments.
7.5	All pressure parts shall be designed in accordance with applicable ASME codes.
7.6	All services, supplies and works shall comply with the requirements of the relevant laws of Bangladesh and the IFC/World Bank Group Standards and Guidelines in their latest edition, including but not limited to:
7.6.1	Environmental Conservation Rules Bangladesh Energy Regulatory Commission Act; BERC Licensing Regulation BERC Technical Quality Standards; Bangladesh National Building Code; other applicable laws in Bangladesh; IFC Performance Standards on Environmental and Social Sustainability; IFC / World Bank Group Environmental, Health and Safety (EHS) General Guidelines ; IFC / World Bank Group EHS Guidelines for Thermal Power Plants; IFC / World Bank Group EHS Guidelines for Electric Power Transmission and Distribution.
7.7	It is contractor's responsibility to provide sufficient evidence that any national or other standard the Contractor proposes (other than those mentioned above) will ensure an equivalent or higher standard.
7.8	Except where otherwise specified, the plant/equipment shall comply with the appropriate agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Successful bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.9	Where the Successful bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.10	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.11	Wherever specified or required the plant/equipment shall conform to various applicable statutory regulations at Bangladesh. Wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the successful bidder.
8.0	ENGINEERING SERVICES As part of the overall project management activity, the successful bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The successful bidder shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the successful bidder and shall be responsible for all engineering co-ordination.
9.0	QUALITY PLAN The Successful bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
10.0	QUALITY ASSURANCE PROGRAMME To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at Successful bidder's works or at Successful bidder's premises or at any other place of work are in accordance with the specifications The successful bidder shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the successful bidder and shall be finally accepted by BHEL/ owner/ authorised representative. A quality assurance programme of the successful bidder shall generally cover the following.

10.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance program.
10.2	System for site erection control including process controls and fabrication and assembly controls.
10.3	The procedure for purchase of materials, parts, components and selection of sub-Successful bidder's service including Successful bidder analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
10.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
10.5	Control of non-conforming items and system for corrective actions.
10.6	Inspection and test procedure for all site related works.
10.7	Control of calibration and testing of measuring and testing equipment.
10.8	System for quality audit.
10.9	System for indication and appraisal of inspection status.
10.10	System for authorizing release of manufactured product to BHEL.
10.11	System for handling storage and delivery.
10.12	System for maintenance of records.
10.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
11.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/tests to be carried out by the successful bidder for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive program as it is the responsibility of the successful bidder to draw up and implement such program duly approved by BHEL The detailed quality plan for manufacturing should be drawn up by the Successful bidder and will be submitted to BHEL for approval.
11.2	Manufacturing Quality Plans will detail out all the equipment & components, various tests/ inspection to be carried out as per requirement of specification & standards mentioned therein and the quality practices & procedures, etc to be followed by The successful bidder 's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing/ performance testing.
11.3	The Successful bidder shall furnish copies of reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc. as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc. will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.
11.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the successful bidder in earning satisfactory performance of equipment as per specification.
11.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
11.6	The successful bidder shall ensure that only asbestos-free materials including consumables are used/supplied at the project. Any material having asbestos content is forbidden in the project.
12.0	QUALITY ASSURANCE DOCUMENT
12.1	The successful bidder shall be required to submit the following Quality Assurance

	Documents within 2 weeks after dispatch of the equipment.
12.1.1	Test report of components.
12.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
12.1.3	Non-destructive examination results/ reports including radiography interpretation reports.
12.1.4	Welder identification list listing welder's and welding operator's qualification procedures and welding identification symbols.
12.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
12.1.6	Stress relief time temperature charts.
12.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
12.1.8	Inspection Report duly signed by QA Personnel of BHEL and successful bidder for the agreed inspection hold points. During course of inspection the following will also be recorded.
12.1.8.1	When some important work repair work is involved to make the job acceptable.
12.1.8.2	The repair work remain part of the accepted product quality.
12.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalised specification requirements.
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
13.1	Inspection, Examination and Testing
13.1.1	All design, engineering, equipment, materials, Plant and workmanship supplied by Successful bidder or for which Successful bidder is responsible shall be subject to inspection, examination and testing by the BHEL/Employer's (BIFPCL) and/ or Engineer's (FICHTNER) designated consultants and/ or representatives at any and all times during design, engineering, manufacture, procurement, fabrication and construction and at any and all places where such design, engineering, manufacture, procurement, fabrication and construction are carried on. Provided such inspection, examination and testing shall to the extent possible be carried out in conjunction with Successful bidder's similar activities, and if not, upon prior consultation with Successful bidder in order to avoid any unnecessary delay in the performance of the Work.
13.1.2	In furtherance of the foregoing, Successful bidder shall arrange for the aforesaid consultants and representatives of the Employer and/ or Engineer to have access to all places where manufacture or preparation of equipment, materials and Plant or construction activities are being carried out.
13.1.3	In respect of the Work which the Employer and/ or Engineer are entitled to examine, inspect, measure and/or test, Successful bidder shall give notice (of not less than 20 working days) to the Employer and the Engineer whenever any such Work is ready and before it is covered up, put out of sight or packaged for storage or transport. The Employer and/or the Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or give notice to Successful bidder that Employer and/ or the Engineer (as applicable) does not require to do so after receipt of Successful bidder's notice for such examination, inspection, measurement or testing at Site.
13.1.4	If Successful bidder fails to give such notice, it shall, if and when required by the Employer and/or the Engineer, uncover the work and thereafter reinstate and make good, all at Successful bidder's cost and expense. The Employer and the Engineer shall be responsible for their respective expenses in connection with inspection, examination and testing.
13.1.5	The Successful bidder shall co-operate with and provide full opportunity to the Employer/Engineer to regularly monitor the progress of manufacture in the Works of the Successful bidder to the detailed extent necessary to establish that satisfactory progress relative to the Contract Schedule is being achieved.
13.1.6	All pertinent information such as shop loading, detailed manufacturing programs to

	enable the Employer and/ or Engineer to determine the adequacy of the advance planning for material procurement, machine and manpower resources to meet the Contract Schedule shall be made freely available to the Employer and/ or Employer 10 working days before visiting the manufacturing facilities.
13.2	Rejection and Replacement
13.2.1	The Employer and/ or the Engineer and their designated consultants and representatives shall have the right to reject any portion of the Work which is effective, deficient, not within specifications provided in the Contract or not according to Good Industry Practice or faulty workmanship and require its repair or replacement
13.2.2	Rejected and other defective equipment, materials and Plant shall be satisfactorily replaced with proper replacements. The costs and expenses associated with such repairs and replacements shall be to the account of Successful bidder and not reimbursable
13.2.3	After completion of the necessary repairs or replacements, the relevant equipment, materials and Plant, shall be subject to further inspection, examination and testing by the Employer and/ or Engineer and their designated consultants and representatives, all the costs and expenses of which shall be to the Successful bidder's account.
13.2.4	If Successful bidder fails to proceed promptly with the replacement of rejected equipment, materials and Plant and the correction of defective workmanship, Employer and/ or the Engineer may, by contract with third parties or otherwise, replace such equipment, materials and Plant or correct such workmanship and/or may terminate this Contract and Successful bidder shall be liable and reimburse Employer and/ or the Engineer (as applicable) upon demand for all costs, expenses and damages incurred by the Employer and/ or Engineer relating to such replacement or correction.
13.2.5	The Successful bidder shall be entitled to remove and retain all rejected components Work that the Employer and/ or may have replaced at the Successful bidder's cost.
13.3	The Successful bidder shall furnish; at each location where inspection, examination and testing is carried out; all reasonable facilities, assistance, labour, equipment, materials, utilities, apparatus and instruments necessary for the safe and convenient inspection and testing of material and workmanship that may be required pursuant to this Contract.
13.4	The right of inspection, examination and testing by Engineer or the Employer, their designated consultants and representatives provided herein is intended solely for the Engineer's and the Employer's benefit, it being understood that no exercise of or failure to exercise such right shall relieve Successful bidder of any of its obligations hereunder or prejudice any of the Engineer or Employer's rights under this Contract.
13.5	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 and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, The successful bidder shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on Successful bidder's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be Successful bidder's responsibility and same has to be carried out within the quoted price.
13.6	To facilitate advance planning of inspection in addition to giving inspection notice the successful bidder 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.
13.7	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections inspections and tests for compliance with the

	specifications and related standards. The successful bidder shall give the engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the successful bidder'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 successful bidder 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.
13.8	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to The successful bidder of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The successful bidder 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.
13.9	When the factory tests have been completed at The successful bidder's or successful bidder'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 within 15 days of the receipt of Successful bidder's test certificate by the engineer Inspector. The 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.
13.10	In all cases where The successful bidder provides the tests at the premises of The successful bidder or any sub-vendor, The successful bidder 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.
13.11	INSPECTION & JOINT VERIFICATION (AT SUCCESSFUL BIDDER'S WORKS)
13.11.1	Prior to dispatch, the materials would be offered by The successful bidder for joint inspection at The successful bidder's works as detailed in this tender specification for which The successful bidder would serve the advance notice of 15 days for inspection call to BHEL.
13.11.2	For further information, Successful bidder shall visit web site http://cgir.bhel.in to login & lodge inspection related calls.
13.12	INSPECTION & JOINT VERIFICATION (AT SITE)
	The successful bidder shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The successful bidder shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to The successful bidder.
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION
14.1	The successful bidder shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 15 copies.
14.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in Volume-II of this tender.
14.2.1	A complete inventory of all main items of plant/equipment with identification details.
14.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
14.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
14.2.4	Schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles & faults.
14.2.5	A lubrication schedule with all necessary drawings.
14.2.6	Manufacturer's literature for all the self-manufactured and bought out items.

14.3	Acceptance of O&M manual is subject to approval of BHEL.
15.0	INSURANCE
15.1	It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance, etc., as may be applicable.
15.2	The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.
15.3	These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with The successful bidder. Regarding aforesaid insurance cover, The successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.
15.4	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.
15.5	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
15.6	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim The successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from The successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of The successful bidder. In case of theft of material under Successful bidder's custody, the same shall be reported to police by The successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve The successful bidder of their contractual obligation for the materials in his custody.
15.7	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of The successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from The successful bidder.
15.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of The successful bidder, the entire cost of repair/replacement will be recovered from The successful bidder.
15.9	It will be responsibility of The successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to The successful bidder as and when available.
15.10	Other conditions of Insurance shall be as per relevant clause of GCC.
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC) AND MATERIAL RECEIPT CERTIFICATE (MRC)
16.1	MDCC shall be issued by BHEL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, the test certificates shall be submitted to owner through BHEL and MDCC will be issued thereafter.
16.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.

16.3	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.
17.0	REPORTING, CLEARING & SHIPPING DOCUMENTS
	The Successful bidder shall provide all official forms and documentary information as shall be necessary to fulfill the requirement of Bangladesh customs and the employer/BHEL. Following are the list of tentative documents as may be required during execution of the job:
17.1	Reporting Documents
	<ul style="list-style-type: none"> a) Bill of Lading – 1 copy b) Shipping Specification – 2 copies c) Quality Certificate – 2 copies d) Packing Lists (One copy should be submitted along with the consignment, 2 copies in a special packet) e) Insurance certificate – 2 copies (by BHEL)
17.2	Clearing Documents
	The Successful bidder shall forward to the Employer/BHEL through their bankers not later than seven (7) days from the date of sailing for the purpose of clearing the cargo at the point of destination the following documents required:
	<ul style="list-style-type: none"> a) Negotiable copy of bill of lading – 1 copy b) Invoice with item wise prices – 3 copies c) Shipping Specification – 3 copies d) Copy of Charter Party Approved by Employer/BHEL
17.3	Shipping Documents
17.3.1	Simultaneously with the dispatch of the negotiable documents as listed in above the Successful bidder shall also send by air mail eleven (11) sets of non-negotiable shipping documents to the employer/BHEL. The invoices and shipping specification shall bear the insurance cover note number. Each set will comprise the following documents:
	<ul style="list-style-type: none"> a) The name of the vessel b) Port of destination c) Description of the cargo (grouped) d) Number of cases and/or weight of cargo e) Number of cases weighing above 20 tons and their individual weights f) Number of bills of lading g) Expected date of arrival at the port of destination
17.3.2	The Successful bidder shall so arrange that the master of the vessel will inform the employer/BHEL by cable of the date and time of arrival of the vessel at the port of destination seventy two (72) hours in advance.
17.4	The supplier shall furnish the following documents in addition to the above:
	<ul style="list-style-type: none"> a) Invoice addressing BHEL to the consignee in duplicate b) LR / RR with material description (original) c) Tax / Excise Invoice in duplicate d) Material Test Reports for Chemical Composition. e) Material Test Reports for Mechanical Properties. f) Shipping bill & Custom endorsed proof of exports g) Other Certificate and Reports if any.
18.0	CONSIGNEE AND OTHER DETAILS
18.1	Consignee for material shall be as mentioned below.
	<p>Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh</p>
18.2.0.	Notify Party shall be as mentioned below.
18.2.1	BHEL
	It shall be intimated later.

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18.2.2	BIFPCL (OWNER) DGM (C&M) Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Contact No.: +8801678582831 E-Mail ID: epcmainplant@bifpcl.com
18.2.3	The Successful bidder shall notify owner / BHEL at the abovementioned mail IDs before dispatch of any consignment. All correspondence with regard to dispatch of the material shall be done with the “Notify Party”.
18.3	Delivery Address for material shall be as mentioned below. Site In-charge, Bangladesh-India Friendship Power Company (Pvt.) Limited, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh Contact No.: +8801678582823
18.4	PAYING AUTHORITY All issues related to invoicing, payment shall be addressed to following Bharat Heavy Electricals Ltd. Power Sector Eastern region, BHEL Bhawan, Plot No. DJ – 9/1, Sec-II, Karunamoyee, Salt Lake, Kolkata, West Bengal-700091, India. Any change of above shall be intimated to The successful bidder accordingly.
18.6	Any change in above details will be intimated at appropriate juncture.
19.0	DISPATCH
19.1	All materials/ plants/ equipment shall be transported through roadways/waterways including ODC consignment. Dispatch shall only be made after inspection and issue of MDCC by BHEL/ owner. Advance information by fax/ courier of dispatch details shall be sent to Construction Manager, BHEL.
19.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to Site store shall be in the scope of successful bidder.
19.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
19.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the Successful bidder.
20.00	PACKAGING
20.01	All equipment and materials and other Plant shall be suitably coated wrapped, or covered and boxed or crated for export shipment and to prevent damage during handling and storage at the Site. Cardboard containers shall be enclosed in a solid wooden container.
20.02	Equipment and process materials shall be packed and semi-knocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping in such a manner that breaking of one strap will not

	cause complete failure of the packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while in transit and while awaiting erection at the Site.
20.03	Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventative compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnate paper.
20.04	Crates and packing material used for shipping will become the property of Employer, but the Successful bidder will be allowed to use the same for the Work as needed, but the remaining material shall be turned over to Employer upon completion of the Project.
20.05	Provided however, shippers container used for transportation of material shall be returned to the Successful bidder.
20.06	Packaging or shipping units shall be designed within the limitations of the unloading facilities of the receiving ports and the ship which will be used. Ships with special heavy capacity unloading rigging may be required for large units of equipment. It shall be the Successful bidder's responsibility to investigate these limitations and to provide suitable packaging and shipping to permit transportation to the Site.
20.07	Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows: BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED 2X660 MW MAITREE SUPER THERMAL POWER PROJECT BANGLADESH (Name of the Successful bidder) In addition, each package or shipping unit shall have the symbol painted in red on at least two sides of the package, covering one fourth of the area of the side.
20.08	Each part of the equipment which is to be shipped as a separate piece or smaller parts packed within the same case shall be legibly marked to show the unit of which it is part, and match marked to show its relative position in the unit, to facilitate assembly in the field. Unit marks and match marks shall be made with steel stamps and with paint.
20.09	Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.
20.10	The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed.
20.11	Wherever necessary besides usual inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care", "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks).
20.12	Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire.
20.13	Each piece, skid, case or package shipped separately shall be labelled or tagged properly.
20.14	The Successful bidder shall be solely responsible for packing and marking of cargo with respect to handling, transport. Successful bidder shall be fully liable for proper, sufficient and adequate packing, completeness of contents, protection of contents for a storage time of at least twelve months, and correct preparation of the packing list. All damage and costs whatsoever resulting from inadequate or insufficient packing shall be fully charged to the Successful bidder.

20.15	Packing and conservation of goods shall be sufficient to protect them from damage during transit from point of manufacturer up to unloading and storage at site under conditions which may involve multiple handling, extended storage, exposure to moisture and the possibility of pilferage.
20.16	Materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions. The packing shall be strong and sufficient enough to ensure safe preservation of the materials up to the final point of destination.
20.17	SPECIAL PACKING INSTRUCTIONS PRIOR TO DISPATCH
20.17.1	Packing (tare) shall be part of the equipment cost and shall not be subject to return. The packaging should ensure integrity and cohesiveness of each delivery batch of equipment during transportation. In case of equipment assemblies in the packing of glass, plastics, or paper, the specification of the packaging with the material and weight characteristic are to be indicated.
20.17.2	All packages to be wrapped in transparent polythene inside the crates for effective weather proofing.
20.17.3	Each package should have the following inscriptions legibly and clearly: Destination: MSTPP/ Bangladesh Package number: BHEL/MTR/BD/PSER/XXXX/YYYY; Where: XXXX stands for vendor name/code and YYYY stands for package sl. no. Gross and Net weight: Handling marks: and Delivery marking: BIFPCL, 2X660MW MSTPP, BANGLADESH. EPC SUCCESSFUL BIDDER: BHEL, INDIA
20.17.4	Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency.
20.17.5	The packing list has to be checked and certified by the Inspection agency/agencies with due signatures.
20.17.6	As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping cost. Projections on packages are prohibited.
20.17.7	All packages shall be enclosed in suitable GI sheets on all sides.
20.17.8	No loose items or Gunny bags packing are allowed for shipment.
20.17.9	Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of custom formalities.
20.17.10	Excise Attestation at Works: To avoid opening of big cases, if applicable, for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. Successful bidder to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.
20.17.11	Marking on the consignment For each invoice, item wise Mark No. has to be allotted as per guidelines mentioned above. This mark no. shall be put on all the packages of that particular item. However, there can be multiple items in one invoice. For example, if one invoice contains 4 items and each item contains 250, 100, 125 & 75 no. of packages, then for 1st item, Mark number for all packages shall be: BHEL/MTR/BD/PSER/XXXX/0001 and for 2nd item, Mark number for all packages shall be: BHEL/MTR/BD/PSER/XXXX/0002 and so on.
20.17.12	Marking for safe handling
20.17.12.1	To ensure safe handling, packing case shall be marked to show the following: Upright position, Sling position and Centre of Gravity position, Storage category.

	Fragile components (to be marked properly with a clear warning for safe handling).
21.0	CUSTOM CLEARANCE
21.1	The successful bidder shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Successful bidder's personnel.
21.2	All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Successful bidder. Further, if the Successful bidder is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Successful bidder.
21.3	Tools and equipment and other equipment of the Successful bidder for use during construction but which are to remain the property of the Successful bidder and which are to be exported by the successful bidder from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Successful bidder shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Successful bidder shall also be responsible for inland transport by barge/ truck/train to the Site.
22.0	LAWS AND REGULATIONS
22.1	The Successful bidder agrees and acknowledges that:
22.1.1	He and their respective employees, servants, consultants and agents abide by all Applicable Law, (i) relating to the performance of the Work; (ii) by all rules and regulations of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Successful bidder may reside or perform work, directly or indirectly under this Contract (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and; (iii) with the terms and conditions of any Authorizations.
22.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of any Authorizations, business practices and plant rules and regulations which must be complied with when performing the Work.
22.1.3	Successful bidder shall furnish to Employer and Engineer, promptly upon request, such information concerning Successful bidder, their respective employees, consultants, servants and agents as the Employer or Engineer may be required to furnish to any applicable Governmental Authority.
22.2	Without prejudice to the generality of the foregoing:
22.2.1	The Successful bidder shall observe, comply with and respect Bangladesh laws, rules and regulations and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
22.2.2	The Successful bidder shall comply with such other rules and regulations as Employer and the Engineer may establish from time to time with respect to the construction work and personnel employed by the Successful bidders provided such rules and regulations shall not modify any of the Contract.
22.2.3	The Successful bidder shall, in all dealings with its labor, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
22.2.4	The Successful bidder shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
22.2.5	In the event of any outbreak of illness of an epidemic nature the Successful bidder shall comply with and carry out such regulations, orders and requirements as may

	be made by the Government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
23.0	COMPLIANCE WITH APPLICABLE LAWS
23.1	Compliance
23.1.1	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
23.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
23.1.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
23.2	Related Compliance Obligations
23.2.1	The Successful bidder shall Take all reasonable care that the Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Work.
23.2.2	The Successful bidder shall have responsibility prior to Provisional Acceptance Certificate for administration and co-ordination with the Governmental Authorities, as necessary, of any testing or the taking of any other action necessary to demonstrate the Work's compliance with all Applicable Laws, as well as the Authorizations, Consents, as maybe required for or issued in connection with the development, construction, erection and operation of the Works.
23.2.3	The Successful bidder shall provide BHEL / Employer with a copy of all communications with any such authorities and at least five (5) days prior written notice to BHEL / Employer in respect of any meeting with any such authorities (with Successful bidder responsible for obtaining all necessary permissions for the attendance of a representative of BHEL / Employer at any such meeting).
23.2.4	The Successful bidder shall carry out its obligations under this Contract so as not to cause or contribute to any breach by, or violation of, Employer of any Applicable Law, consent or Authorization.
23.3	Permits and Licenses
23.3.1	Successful bidder shall obtain and maintain all consents, permits and licenses (" Consent ") which are required by Applicable Law for the performance of the Work and to allow Successful bidder to perform and complete the Work in accordance with the Contract Schedule (irrespective of whether the same are required to be procured in the name of Successful bidder or Employer), other than the Authorizations.
23.3.2	Specifically, where an Consent by its very nature can only be procured by the Employer (BIFPCL), the Employer shall at the Successful bidder's request, execute such documents and complete such formalities as are necessary for presentment of the application or other Consent related documents to the relevant Governmental Authority or other person. However, the foregoing shall in no circumstances be construed as (i) relieving the Successful bidder from his obligations under Clause 23.3.1 for which he shall remain primarily and fully responsible, or (ii) as imposing any responsibility on the Employer in respect of procurement of consents/ licenses/ approvals/ permits other than the Authorizations.
23.3.3	If requested by Successful bidder, BHEL / Employer shall provide reasonable assistance to Successful bidder in obtaining and maintaining such Consents. Successful bidder shall not be entitled to any adjustment to the Contract Schedule or the Contract Price or any other terms of this Contract relating to any delay or

	<p>failure to obtain or maintain any such Consents.</p> <p>Employer /BHEL will provide reasonable assistance to the Successful bidder for obtaining any required authorization and export licenses for exporting tools, equipment, test equipment, and other Successful bidder's Equipment, all of which are and remain the property of the Successful bidder, from Bangladesh at the conclusion of the Work.</p>
23.4	<p>SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC.</p> <p>The Successful bidder shall get himself acquainted with the relevant Bangladesh Laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the Successful bidder. Similarly the Successful bidder shall be responsible for any non-conformance of Bangladesh Laws either by its own employees during execution of the Contract.</p>
24.0	<p>APPROVED MANUFACTURER/ SUB-VENDOR</p> <p>For other bought out items, Successful bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II/ approved sub-vendor.</p>
25.0	<p>SPARE PARTS</p>
25.1	The scope of supply of any spares shall be governed by scope referred in price schedule, Volume-III (Latest revision).
25.2	However, as general guideline, following points shall be governing.
25.2.1	The purchaser may place orders for supply of spares on The successful bidder separately on receipt of detailed quotation categorizing the spares as (1) fast moving, (2) medium moving and (3) slow moving spare parts. The unit prices of such individual parts shall be valid till completion of guarantee period.
25.2.2	The successful bidder shall give warranty that before going out of production of the spare-parts, he will give advance notice to purchaser/ owner so that purchaser/ owner order his requirement of spares in one lot if he so desires. The successful bidder shall further give guarantee that if he goes out of production of spare parts, then he will make available blue prints/ drawings of spare parts and specifications of materials at no cost to the purchaser/ owner, if required, by purchaser/ owner to enable him to fabricate or procure spare parts from other sources.
25.2.3	Commissioning/ start up spares which are required at any time during the equipment installation till commercial operation of the unit are included in the contract & shall be handed over by the supplier to the purchaser.
25.2.4	Each sub-supplier for bought out items shall provide a full spare parts package showing information for each part, component, assembly and consumable item for each parent equipment item. The package shall also include detailed drawings together with complete spare parts lists giving sizes, materials rating etc.
25.2.5	Spare parts data package – each parent equipment item shall be listed by name, service, sub-suppliers sales order number, equipment plant tag no, manufacturer, model, size, serial no and Successful bidders purchase order no. A full spare parts data package shall be submitted for each parent equipment item and shall clearly state which parent equipment it supports. Four hard as well as two soft copies of the complete spare parts data package for successful bidders manufactured items/ plant/ equipment as well as sub-suppliers bought out items shall be furnished to the purchaser at least 3 months before the commissioning of the unit.
26.0	<p>CONTRACT RATE/ PRICE</p>
26.1	Successful bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
26.2	While, total price will be considered for evaluation, as per provision of tender, separate orders will be placed for (i) Main supply, and (ii) Mandatory spares, as per price component in price schedule.
27.0	<p>Deleted.</p>
28.0	<p>EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) /</p>

	PERFORMANCE BOND (PB)
28.1	EARNEST MONEY DEPOSIT (EMD)- NOT APPLICABLE
28.1.1	<p>Tender cost can be submitted in INR/ USD/ BDT for this tender.</p> <p>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 Bangladesh-</p> <p><u>SBI (Branch Address):</u></p> <p>Dr. Motiar Rahman Tower, 64 KDA Avenue, Tetultola Mor, Shibbari Khulna City Corporation, Khulna-9100. Phone: 88-041-721338 (Direct), 88-041-2831345 Ext. 102 Cell: 8801716-138627, Fax: 88-041-733350.</p> <p><u>A/C No (USD): 05620257520202</u> <u>A/C No (BDT): :05620257520201</u></p> <p><u>SWIFT: SBINBDDH056</u></p> <p><u>ROUTING NO: 220471543</u></p> <p>BHEL's address in Bank A/c- Bharat Heavy Electricals Ltd., Rampal, Bagerhat, Bangladesh.</p>
28.1.2	<p>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>
28.2	SECURITY DEPOSIT(SD)
28.2.1	Security deposit for this part of specification shall be governed by the provision of GCC, Volume-IA. Alternately, bidder may submit bank guarantee equivalent to 100% of security deposit amount.
28.2.2	All other terms & conditions shall be as per GCC.
28.3	PERFORMANCE BOND
	Performance bond for this part of specification shall be governed by the provision of GCC, Volume-IA.
29.0	TAXES, DUTIES, ETC
29.1	Indian GST: (For Indian Bidders)
29.1.1	<p>All taxes excluding GST along with Cess (as applicable) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
29.1.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law, shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
29.1.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this

	project/ work.
29.1.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates/ price should be after considering the Input Credit under GST law at bidder's end.
29.1.5	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
29.1.6	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). However, as on date no TDS under GST is applicable.
29.1.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN- 19AAACB4146P1ZC Name- BHARAT HEAVY ELECTRICALS LIMITED Address- Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City , Kolkata -700 091
29.1.8	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address- Shall be intimated later and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
29.1.9	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
29.1.10	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
29.1.11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
29.1.12	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
29.1.13	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along

	with interest levied/ leviable on BHEL.
29.1.14	<p>Bidder, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the bidder before, during or after export of goods from India.</p> <p>The bidder shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.</p>
29.1.15	<p>Way Bill: Successful bidder to arrange for way bill/ e-waybill for any transfer of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
29.1.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
29.1.17	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.
29.2.0	BANGLADESH VAT (Applicable For Bidder From Bangladesh)
29.2.1	The Bidder shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
29.2.2	<p>The bidder shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration Number of BHEL site office.</p> <p>Bidder shall note that the Tax Invoice complying with Rule16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below:</p> <p>BHEL VAT Regn. No. To be intimated later. NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh</p>
29.2.3	The bidder shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
29.2.4	<p>Bidders shall quote price excluding Bangladesh VAT.</p> <p>VAT is separately payable for which the bidder shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.</p>
29.2.5	Value Added Tax Deduction at Source:
29.2.5.1	BHEL shall make deduction of VAT at source (VDS) , as / if applicable, from the Running Account Bills of the bidder depending upon the status of the bidder like

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	dispatch clearance from BHEL Construction Manager/Project Manager, or two month prior to the completion of main supply schedule.
30.2.3	However, before dispatch of material, written clearance from BHEL shall be obtained. Unless clearance from BHEL is obtained, no mandatory spare shall be delivered to site.
31.0	DELIVERY/ SUPPLY SCHEDULE
31.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL/ PEM for kick-off meeting to discuss & firm up schedule of design/ engineering, manufacturing/ procurement, supply/ delivery of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
31.2	Based on the discussion of kick-off meeting or otherwise, master drawing/ document list (MDL) shall be drawn, which shall be subject to acceptance/ approval of BHEL.
31.3	Based on progress of design/ engineering, successful bidder shall progressively submit quantified billing break-up of entire scope. On acceptance of BHEL, approved billing schedule will be issued by BHEL.
31.4	Unless otherwise decided, broad schedule of supply for intermediate milestones/ activities shall be decided in kick-off meeting. Successful bidder shall note that departure from each milestone attracts penalty as per terms of tender.
31.5	On every month, The successful bidder shall submit to Construction Manager, BHEL MDL-wise plan vs actual status of design/ engineering, billing schedule-wise plan vs actual status of design/ engineering, manufacturing/ procurement, supply/ delivery of items, along with action plan to make-up delay, if any.
31.6	The project schedule might undergo revision/ modification periodically, for which The successful bidder may have to prepare/ modify schedule periodically in consultation with BHEL, so as to match with revised project milestones.
31.7	Deferment of above schedule is not acceptable. Successful bidder will adhere to schedule and augment resource to ensure completion as per schedule.
31.8	Progress reviews on entire activities will be held periodically as per direction of BHEL, at Kolkata/ site/ Noida. These meetings will be used as a forum for discussing all areas where progress needs to be expedited. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
32.0	EXTENSION OF TIME FOR COMPLETION
32.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, The successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
32.2	Based on the reviews jointly signed, the scope balance at the end of original contract period less the backlog attributable to The successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', The successful bidder is bound to complete the portion of backlog attributable to The successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
32.3	However if any 'Time extension' is granted to The successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to The successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to The successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder.
32.4	A joint program shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the program and record of shortfall shall be done.
32.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period

	between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to The successful bidder.
33.0	TERMS OF PAYMENT
33.1	The successful bidder shall submit their running bill (RA bill) once in a month, at the end of the month, as per billing schedule of this tender
33.2	Along with every RA bill, The successful bidder shall submit item-wise plan (w.r.t. L2 Schedule) vs actual status of supply, as applicable.
33.3	Progressive payment shall be made by BHEL against Successful bidder's RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 60 days of submission of the bill.
33.4	100% GST shall be released to the vendor upon compliance of following: - a) Vendor declaring such Invoice in his GSTR-1 b) Receipt of Goods/ services and Tax Invoice by BHEL c) Confirmation of payment of GST thereon by vendor on GSTN Portal d) Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
33.5	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.
33.6	Subject to any deduction which BHEL may be authorized to make under the contract, The successful bidder shall on the certification of BHEL engineer at site, be entitled to payment as per billing schedule.
33.7	However no extra payment shall be made in the event of deferment in payment.
33.8	All admissible recovery/ adjustment, etc. shall be made from interim payment.
34.0	BILLING BREAK-UP
34.1	Successful bidder shall submit detail billing schedule to BHEL for review & approval.
34.2	Progressive payment shall be made as per following billing break-up, in conjunction with terms of payment provision of the tender.
34.3	10 % of basic price will be released on submission and approval of all basic design documents as mentioned in the technical specification or finalized during kick-off meeting with BHEL Engineering.
34.4	70 % (Seventy percent) of basic price will be released against dispatch document on prorata dispatch of material to site as per approved billing schedule. Documents (required sets) required, as applicable, for such payment are as follows.
34.4.1	Invoice/ excisable invoice in original.
34.4.2	LR/ RR (consignee copy).
34.4.3	Packing list.
34.4.4	BHEL/ customer material dispatch clearance certificate (MDCC) enclosing QS note, inspection & test certificate, wherever applicable.
34.4.5	Copy of letter, addressed to insurance company intimating dispatch.
34.5	10 % (Ten percent) of basic price along with 100 % freight & others, if any, will be released against Material Receipt Certificate (MRC) issued after receipt of materials and its physical verification at site on prorata basis. Collection of MRC from the site and its submission for claiming the payment shall be Successful bidder's responsibility. This payment shall be released on submission of following documents:
34.5.1	Freight Invoice
34.5.2	Bill of Lading
34.5.3	Bill of Entry Filed with Bangladesh Customs Authority.
34.5.4	Undertaking of certificate issued by owner (BIFPCL) under SRO-73
34.5.5	Material Receipt Certificate (MRC)
34.6	5 % (Five percent) of basic price shall be released against entire supply completion.
34.7	5 % (Five percent) of basic price will be released against (i) Trial run of the system/ package; (ii) Successful completion of the load test/ PG test/ demonstration test of

	<p>the system/ package, as applicable; (iii) Submission of final documents, eg. as-built drawings, O&M manual etc.</p> <p>In case of delay in completion of above activities by 4 (four) months from receipt of the last item at site, for reasons not attributable to the Successful bidder, then this amount can be paid on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of above activities.</p> <p>However, Successful bidder shall fulfill all formalities for final billing/ contract closing and certification of completion of all supplies prior to drawing this payment.</p>
34.7.1	However, above 5% payment will be released after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention.
34.8	BHEL site, at discretion, may further split up the above percentages billing break-up and affect payment to suit the site condition, cash flow requirement, according to the progress.
34.9	The billing break-up is drawn for progressive payment and shall not be construed as the value/ price of corresponding item, unless otherwise decided by BHEL.
35.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable for this tender.
36.0	ESCALATION (PVC)
	Not applicable for this tender.
37.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
	Not applicable for this tender.
38.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
38.1	<p>If The successful bidder fails to complete entire scope of work within completion period, as mentioned in the clause no. 29.1 of volume 1d (TCC-Service) of the tender, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price (supply part), including taxes, duties, etc. for delay of each week or part thereof.</p> <p>NOTE: SINCE, IT IS A TURNKEY PACKAGE; LD SHALL BE LEVIABLE ONLY IN CASE OF DELAY IN COMPLETION OF ENTIRE SCOPE OF WORK (MAIN SUPPLY & MAIN SERVICE; EXCLUDING MANDATORY SPARES AND O&M SERVICES, IF ANY). NO LD SHALL BE WITHHELD, IF THERE IS DELAY ONLY IN SUPPLY, BUT THE ENTIRE SCOPE OF WORK IS COMPLETED ON TIME, INCLUDING TIME EXTENTIONS FOR WHICH DELAY IS NOT ATTRIBUTABLE TO BIDDER AS PER VOLUME ID.</p>
38.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price (Supply part), including taxes, duties, etc.
38.4	BHEL shall deduct aforesaid amounts from any money due or which may become due to The successful bidder and/ or recover from the bank guarantees/ security deposit of The successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
38.5	BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of Successful bidder without notice to Successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.
38.6	BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of The successful bidder and The successful bidder shall be liable to BHEL for any excess costs thereof.
38.7	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
38.8	Where action is taken as per above, The successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase

	shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.
38.9	Liquidated damages (LD) shall be applicable for each contract (if applicable) of “Main Supply” and “Mandatory Spares” as per the corresponding completion periods as well as contract prices, indicated elsewhere in the tender.
38.10	All other terms & conditions of GCC shall be applicable.
39.0	GUARANTEE / WARRANTY
39.1	Successful bidder shall warrant that the equipment will be new & in accordance with the contract documents and free from defects arising due to deficiencies in design & engineering and from defects in material & workmanship for the period commencing immediately upon the satisfactory completion of trial operations and handing over of individual unit. Performance guarantee shall stand valid till 24 months completion of scope or as per commercial terms & conditions, whichever is later. The equipment shall operate satisfactorily and reliably and the performance & efficiency of the equipment (s) shall not be less than respective guaranteed values.
39.2	Successful bidder shall be liable to repair or replace/ upgrade with specific consent of owner, any defective parts that may develop in the plant of their own manufacture or those their sub-suppliers under the conditions provided for by the contract and under proper use and arising solely from faulty design, materials and/ or workmanship. Any defect removal at site by repair/ up-gradation of the installed equipment/ component/ material will be permitted by the owner only when such repair/ up-gradation in the meantime, is not detrimental to commercial use of the plant. All replaced defective parts shall be returned to the successful bidder unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the plant is under the supervision of the successful bidder's supervisory engineers.
39.3	Successful bidder's obligations against above clause shall be limited to repairing or replacing with all incidental charges from site to successful bidder's work and/ or their sub-supplier's works and back to site. In case of defective parts not repairable at site but, essential in the meantime for the commercial operation of equipment, successful bidder and the purchaser/ owner shall mutually agree to a program of replacement or renewal which will minimize to the maximum extent interruption in the operation of the equipment.
39.4	Acceptance of the equipment by BHEL shall in no way relieve successful bidder of their obligation under this clause.
39.5	In the event of any emergency where, in the judgment of the engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to successful bidder and the cost of such work shall be paid by successful bidder. In the event such action is taken by BHEL, successful bidder will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve successful bidder's liability under the terms & conditions of the contract.
39.6	If it becomes necessary for successful bidder to replace or renew any defective portions of the plant, the provision of this clause shall apply to portion of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period as specified in clause whichever may be later. If any defects are not remedied within 30 days, the engineer may proceed to do the work at successful bidder's risk & cost, but without prejudice to any other rights which BHEL may have against successful bidder in respect of such defects.
39.7	If the replacement or renewals are of such character as may affect the efficiency of the plant, the purchaser/ owner shall have the right to give to successful bidder within one month of such replacement or renewal, notice in writing that 'acceptance tests on completion' be made, in which case such tests shall be carried out as per approved QAP/ BHEL guidelines.
39.8	The repaired or new parts will be furnished & erected free of cost by successful bidder. If any repair is carried out on their behalf at the site, successful bidder shall bear the cost of such repairs.

39.9	The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by successful bidder shall be borne by successful bidder.
39.10	In respect of goods supplied by sub-vendors to successful bidder where a longer guarantee (more than 24 months) is provided by such sub-vendor, the owner shall be entitled to the benefit of such longer guarantee.
39.11	Other provision shall be as per the GCC.
40.0	BANK CHARGE
	No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/ Successful bidder.
41.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC & other volumes of this tender, as applicable.

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

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

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

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

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

7.10	SUB-CONTRACTING
7.10.1	If the successful bidder is not registered in Bangladesh with business licensing/ revenue authority in Bangladesh, they can associate their sister concern / dealer/ any other agency, who is registered in Bangladesh, to carry out work of service portion for successful completion of the package. However, the entire work is to be executed under the supervision of the successful bidder.
7.10.2	The successful bidder shall propose such agency along with evidence/documents showing the business relationship for acceptance of BHEL before start of work. He shall associate mandatorily his sister concern / dealer, in case any one of the two is available in Bangladesh.
7.10.3	The order for the entire scope of work shall be placed on the successful bidder, however, his associate, as mentioned above, will be able to raise invoice on BHEL-Bangladesh, as per currency matrix, in their own name. Such invoice has to be counter-signed and stamped by the successful bidder. No claim whatsoever, at a later date, by the successful bidder on account of execution of the work shall be accepted by BHEL for which their associate agency has already claimed and realized remuneration from BHEL.
7.10.4	The entire responsibility of execution along with warranty / guaranty for the entire scope of work shall be with the successful bidder. In case of failure of his agency to execute the work as per project requirement and schedule, the successful bidder shall take necessary action to complete the work on time, else the provisions as per LD clause shall be applicable.
7.10.5	Security deposit and performance guarantee shall be furnished by the successful bidder. Further, any document with regard to contract such as BG, time extension, any other official communication shall be in the name of successful bidder.
7.10.6	If the successful bidder, associates above mentioned agency to execute the service portion of the work, then the successful bidder has to submit an additional Security deposit equivalent to 2% of the service contract value in addition to the SD, applicable for the work as per relevant clause mentioned elsewhere in the tender.
7.10.7	All other tender terms and conditions along with any other statutory obligation, required to execute the work, shall be binding on such agency associated by the successful bidder.
8.0	HEALTH, SAFETY & ENVIRONMENT
8.1	Please refer attached HSE plan for sub-contractor for 2X660MW Maitree Super Thermal Power Project. In addition to the above bidder shall also comply with below mentioned specific safety requirement for the project:
8.2	The successful bidder shall ensure adherence to the requirement of safety connected with this work. They shall provide necessary safety appliances to their workmen and supervisors and ensure use of the same to prevent loss of human lives, injuries to men engaged and damage to property and environment. Safety guidelines of BHEL/ customer shall be applicable.
8.3	Successful bidder shall obtain necessary work permits from BHEL/ customer prior to taking up any work on the system. He shall arrange for display of due and necessary caution notices/ boards, etc.
8.4	All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the statutory requirements / rules of Bangladesh. Only electricians licensed by the appropriate statutory authority shall be employed by the successful bidder to carry out all types of electrical work. All electrical appliances including portable electric tools used by the successful bidder shall have safe plugging system to source of power and be appropriately earthed.
8.5	The successful bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of damage, if any, to life & property arising out of such violation of statutory regulations shall be borne by the successful bidder.
8.6	In case of a fatal or disabling injury/ accident to any person at site due to lapse by the successful bidder, the victim and/ or his/ her dependants shall be compensated by the successful bidder as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the successful bidder and recover the same from payments due to the successful bidder

	for suitably compensating the victim and/ or his/ her dependants. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the successful bidder to present their case.
8.7	In case of any damage to property due to lapses by the successful bidder, BHEL shall have the right to recover cost of such damages from payments due to the successful bidder after holding an appropriate enquiry.
8.8	In case of any delay in the completion of a job due to mishaps attributable to lapses by the successful bidder, BHEL shall have the right to recover cost of such delay from payments due to the successful bidder after notifying the contractor suitably and giving them opportunity to present their case.
8.9	If the successful bidder fail to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/ or if the successful bidder fail to take appropriate safety precautions or to provide necessary safety devices & equipment or to carry out instruction regarding safety issued by BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the successful bidder after giving a notice of not less seven days indicating the steps that would be taken by BHEL.
8.10	The successful bidder shall submit report of all accidents, fires and property damage, dangerous occurrences to the BHEL official immediately after such occurrence but in any case not later than twelve hours of the occurrence. Such report shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the successful bidder to the authorized BHEL official time to time as prescribed
8.11	The successful bidder shall ensure that only asbestos-free materials including consumables are used/supplied at the project. Any material having asbestos content is forbidden in the project.
9.0	SPECIFIC REQUIREMENTS FOR ISO 9002
9.1	Successful bidders shall ensure that all their staff/ employees are exposed to periodical training programmes conducted by qualified agencies/ personnel on ISO 9002 Standards.
9.2	Successful bidder shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
9.3	Successful bidder shall ensure that all MME that are used, whether owned by the successful bidders or used on loan, are calibrated by the authorized agencies and the valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by the successful bidder at site with its calibration status is to be submitted to BHEL Engineer for control.
9.4	Successful bidder shall ensure that fitness certificate of the tools & plants, that are in use, whether owned by successful bidder or issued on loan, are tested by authorised agency and valid fitness certificate is available for verification by BHEL.
9.5	Successful bidders shall arrange for the inspection of the works at various stages as required by BHEL. The successful bidders shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
10.0	CUSTOM CLEARANCE
10.1	The successful bidder shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Successful bidder's personnel.
10.2	All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Successful bidder. Further, if the Successful bidder is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Successful bidder.
10.3	Tools and equipment and other equipment of the Successful bidder for use during construction but which are to remain the property of the Successful bidder and which are to be exported by the successful bidder from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Successful bidder shall determine prior to shipment the customs

	regulations applicable to this special case as well as normal import rules and regulations applicable. The Successful bidder shall also be responsible for inland transport by barge/ truck/train to the Site.
11.0	LAND
11.1	Land will be provided free of cost by BHEL to the extent available/ considered necessary by BHEL to the successful bidder for their office, store, within plant premises. Availability of land within plant boundary is very limited and the successful bidder have to plan & use existing land considering use of land by other civil/ mechanical/ electrical successful bidders and storage of plant machineries & materials. The existing land shall be shared by all agencies.
11.2	The successful bidder shall furnish the estimated area required for the construction of his office, stores, labour colony, etc. separately. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary, depending upon the area availability.
11.3	The successful bidder shall arrange at his own cost cleaning and grading of area allotted, construction of their temporary office, stores, godown, fabrication yards etc. and also the watch & ward, etc.
11.4	The successful bidder will be responsible for handing back all lands, as allotted to them by BHEL/ customer.
12.0	WATER
12.1	BHEL will provide construction as well as potable water at one strategic point within plant premises, free of cost, to the successful bidder for successful bidder's site office, store.
12.2	Further necessary network for construction & drinking water system for construction work shall be arranged by the successful bidder at their own cost.
12.3	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the successful bidder shall claim no compensation for delay in work for such interruption. Successful bidder may make standby arrangement for water for which no separate payment shall be made by BHEL.
12.4	Successful bidder will have to arrange for storage of water to meet day-to-day requirement.
12.5	<u>The availability of water (construction as well as drinking) in project site is limited. Successful bidder shall ensure that no water is wasted and shall take all necessary measure towards preservation of water. In this context, for proper utilization & to avoid scarcity, successful bidder shall mandatorily construct storage facility of construction & potable water at site (Near work places).</u>
12.6	Successful bidder shall take care of all precautions to avoid any sort of misuse, wastage of water. Any deviation from this shall lead to forthwith withdrawal of the facility.
13.0	ELECTRICITY
13.1	CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK
12.4	BHEL will provide construction power free of charges at 415 V level at one strategic point within plant premises. Successful bidder shall make their own distribution arrangement to draw electricity for using at their work areas and site office. General illumination system shall be provided by BHEL. However, provision of suitable temporary lights at different floors/ working areas for execution of the work & safety of workmen shall be provided by the successful bidder, within the accepted rate. The illumination should be such that minimum illumination requirement as per statutory requirement is maintained.
13.2	If any other voltage level (other than normally available) is required, the same shall be arranged by successful bidder from power supply as above. Successful bidder will have to provide at their own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In case of recalibration required for any reason, necessary charges including replacement by calibrated meters is to be borne by the successful bidder. Supply of electricity shall be governed by

	Bangladesh statutory Rules. The successful bidder shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.
13.3	The successful bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
13.4	<u>The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the successful bidder due to such non-supply on the grounds of idle labour, machinery or any other grounds.</u>
13.5	Successful bidder will have to arrange sufficient illumination at their own work areas.
13.6	The successful bidder should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the successful bidder to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
13.7	The successful bidder shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
14.0	FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER
14.1	TOOLS, TACKLES AND SCAFFOLDINGS
13.5	The successful bidder shall provide all the construction equipment, tools, tackles & scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to BHEL/ customer before the commencement of pre-assembly at site. These tools & tackles shall not be removed from the site without written permission of BHEL. The T&Ps to be arranged by the successful bidder shall be in proper working condition.
14.2	COMMUNICATION
13.7	The successful bidder shall be responsible for arranging all communication facilities for himself at site. The successful bidder has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL's voice/data network and database systems at site.
14.3	FIRST-AID
14.1 14.4	The successful bidder shall provide necessary first-aid facilities for all their employees, representatives and workmen working at the site. First-aid centre with ambulance facility is established & maintained at site by BHEL/ BHEL's agency. All agencies of BHEL including successful bidder of this package are expected to contribute towards establishing & maintaining the facility and the sum of contributions should be proportionate to their respective contract prices. This may be treated as mandatory stipulation and the bidder should carryout due visioning work with BHEL/ BHEL's agency for smooth running of the first-aid centre and ambulance. In the event of non-compliance of this, BHEL shall be constrained to pay the contribution and recover the cost with 30% overhead from the bill of the successful bidder.
	CLEANLINESS
14.4.1 14.4.2	The successful bidder shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The successful bidder shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by BHEL/ customer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
	Similarly the labor colony, the offices and the residential areas of the successful bidder's employees and workmen shall be kept clean and neat to the entire satisfaction of BHEL/ customer. Proper sanitary arrangements shall be provided by the successful bidder, in the work-areas, office and residential areas of the successful bidder.

14.4.3	Bidders to note that following.
14.4.3.1	No staff quarter shall be provided by BHEL.
14.4.3.2	All site execution approaches required for movement of cranes, trailers, trucks, dumpers, etc shall be provided by BHEL. However, if any minor work filling/leveling is required to be done, that shall arranged by the successful bidder at their own cost.
14.4.3.3	The successful bidder shall solely be responsible for the safety, quality, & quantity of material after it is handed over and issued to successful bidder by the BHEL.
14.5	MEDICAL FACILITY
14.4.3	BHEL/ authorized agency will set up medical facilities including mobile medical aid in comprehensive manner for total requirement of the project and to fulfill their basic requirement. In such case, total expenditure words setting up and maintain the facilities will be apportioned amongst all agencies of BHEL in proportion to their contract prices.
14.6	The following welfare measures, in addition to those covered above, are to be taken at the site: Adequate Drinking Water, Adequate no of toilets and washing area, Canteen, Rest Shed, Hygienic Accommodation (Labour Colony) and allied facilities.
14.7	It must be ensured that no contaminated water including those discharged from Toilets, Canteen, Office and Labour Colony shall be discharged to under-ground water table and river water
14.8	As this site is located in a cyclone-prone area, all buildings and shed must be constructed strong enough to withstand adverse weather condition
14.9 14.10	Further to the above, mass evacuation of people from site may be called for, if advised so, by Govt. Agencies. As it will be extremely difficult to find a rest shelter for people, bidder shall construct/arrange accommodation which is strong enough to survive such extreme weather condition.
	Labour accommodation shall be constructed by the contractor as per BHEL provided / approved drawing within the quoted rates.
15.0	PROJECT MANAGEMENT
15.1	The successful bidder shall prepare detail schedule L1/ L-2 and submit within 15 days of LOI for BHEL approval, as per milestone completion schedule given in this document. This schedule must include all milestone and key activities for each package/ subsystems/ components in his scope of work in the areas of mobilization, engineering, procurement, manufacture, inspection, dispatch, erection/ commissioning/ PG test and handing over.
15.2	CONSTRUCTION SCHEDULE
15.2.1	The successful bidder shall furnish an offer stage master network/ bar chart (L1 schedule) in accordance with the project milestone schedule. The contract master bar chart will be negotiated with the successful bidder.
15.2.2	The successful bidder shall prepare and maintain the detailed master schedule (L2 network) during the course of the work.
15.2.3	<i>The bidder should also ensure monitoring of all the activities at least on weekly basis to start with and on daily basis whenever required by BHEL.</i>
15.2.4	GENERAL
15.2.4.1	The successful bidder shall be responsible for planning and scheduling the work and reporting its progress in a manner, format and level of detail acceptable to BHEL. These plans shall be in accordance with the intermediate milestones and the completion dates as specified by and agreed in the Contract.
15.2.4.2	The successful bidder shall be responsible for reporting progress to purchaser on a weekly and monthly basis. Progress reports shall be presented in a clear and logical fashion preferably through a software disc and in PDS format mutually agreed between BHEL and successful bidder.
15.2.5	DETAILED MASTER SCHEDULE (L2 NETWORK)
15.2.5.1	Within thirty (30) days of the letter of intent date, successful bidder shall submit to purchaser the detailed Master Schedule (L2 schedule) along with summary network/ bar chart (L1 schedule) for approval. L2 schedule shall be the working level document

	demonstrating successful bidder's ability and methods of completing the work within the key milestones identified in the tender specification.
15.2.5.2	The schedule shall be based on a computerized logic network. The level of detail shall be sufficient to break down the work scope into manageable and measurable activities acceptable to Purchaser. All activities shall have durations in days.
15.2.5.3	The successful bidder shall provide a detailed activity bar chart based on the resource scheduled logic network. The bar chart shall contain activity descriptions, planned start and finish dates with the critical path activities clearly identified. The network / bar chart shall be updated weekly to indicate actual progress.
15.2.5.4	The schedule shall include the required dates of all external input required to execute the plan. In addition this shall clearly show all sub-contract award dates and sub-activities right from preparation of specification & floating of tender.
15.3	PROGRESS MEASUREMENT AND MONITORING
15.3.1	The successful bidder shall measure progress of the work using its own methods and procedures preferably in prima-Vera.
15.3.2	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed and action to be taken for achieving targets will be decided. For discussions, the successful bidder shall present program of subsequent week. The successful bidder shall constantly update/revise his work program to meet the overall requirement.
15.3.3	Periodic progress reviews on the entire activities of execution in respect of engineering, quality, procurement, supply and works in scope of bidder will be held once in a month at Kolkata/ site/ successful bidder's premise/ BHEL/ PEM, Noida or any other convenient premise. These meetings will be attended by reasonably higher officials of the successful bidder along with its sub-vendors & consultant as applicable and will be used as a forum for discussing all areas where progress needs to be speeded up. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided in such meetings.
15.3.4	Successful bidder shall identify separate overall Project Manager, Construction Manager, Engineering Manager, Quality Manager and selection of various Key personnel shall be subject to BHEL approval.
15.4	REPORTING
15.4.1	The successful bidder shall submit weekly progress reports to purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include -
15.4.1.1	Brief narrative of work performed during the week.
15.4.1.2	CMS bar chart showing progress at activity level.
15.4.1.3	Updated progress 'S' Curves showing actual progress.
15.4.1.4	Milestones achieved and new activities started.
15.4.1.5	Status of critical activities.
15.4.2	The successful bidder shall submit monthly progress reports to Purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include the weekly report content and shall be supplemented with the following.
15.4.2.1	Engineering status.
15.4.2.2	Procurement status.
15.4.2.3	Manufacturing status.
15.4.2.4	Inspection & dispatch status.
15.4.2.5	Material in transit.
15.4.2.6	Erection & commissioning status.
15.4.2.7	Safety report.
15.4.2.8	Change order status.
15.4.2.9	Updated L1/L2 schedule indicating status.
15.4.2.10	Executive summary, areas of concern etc.
15.4.2.11	Progress photographs.
15.4.3	Adequate numbers of color photographs, in triplicate, (matt paper, post card size for each area per month of the contract execution period), depicting progress of the work or damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.
15.4.4	The progress report shall be compiled in computer and is required to be furnished over

	e-mail, in addition to hard copies and summary report shall be made 'Web enabled' in agreed format.	
15.5	SITE ORGANIZATION	
15.5.1	The successful bidder shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent Site incharge for site operations with sufficient level of authority to take site decisions. The successful bidder will submit organization chart (showing the name of Site Incharge) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
15.5.2	The Site In-charge once approved and posted at site, should not be changed through-out the contract period, without written permission from BHEL.	
15.5.3	Following (minimum) manpower with power plant construction background to be deployed at site by the successful bidders for their day to day supervision, etc for execution of the scope as per the stipulated deployment plan or otherwise agreed with Construction Manager, BHEL, in writing.	
15.5.3.1	Site In-charge: Minimum diploma holder/ graduate	
15.5.3.2	Site supervisor: Minimum diploma holder/ graduate.	
15.5.4	Engineer/ supervisor for other functions like store/ purchase, material management, planning, FIN, administration, safety, etc. are to be provided as per site requirement.	
15.5.5	Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement and shall be deployed by successful bidder within the accepted rates.	
15.5.6	In the event of failure of the successful bidder to provide necessary manpower indicated above as per requirement for a continuous period of 2 days or more, BHEL reserve the right to deduct Rs 50,000 per man-month for engineer, Rs 30,000 per man-month for the diploma holder supervisor/ safety/ quality officer/ NDT specialist, Rs 15,000 for skilled worker, Rs 10,000 for semi-skilled/ un-skilled worker, from the date of deputation as indicated as above from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement.	
15.5.7	BHEL reserve the right to reject or approve the list of personnel proposed by the successful bidder. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.	Within 10 days from start of work
16.0	CONSUMABLE	1 no within 7 days of start of work.
16.1	All consumables, like gas, electrodes, chemicals, lubricants, erection & commissioning spares etc required for the job shall be arranged by the successful bidder at his cost unless otherwise specifically mentioned in the contract.	
16.2	All consumables to be used for the job shall be approved by BHEL prior to use.	
16.3	In the event of failure of successful bidder to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the successful bidder. The entire cost towards this along-with overhead shall be paid by the successful bidder or deducted from the successful bidder's bills.	
17.0	MME	
17.1	The successful bidder shall ensure deployment of reliable & calibrated measuring and monitoring devices (MME). The MME shall have test calibration certificate from authorized/ Govt. approved agencies. The successful bidder shall also keep provision of alternate engagement for such MME so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the successful bidder at their own cost at regular interval during the period of use as advised by BHEL.	

17.2	In the event of failure of successful bidder to bring necessary and sufficient MME, BHEL may arrange for the same at the risk & cost of the successful bidder. The entire cost towards this along-with overhead shall be paid by the successful bidder or deducted from the successful bidder's bills.
17.3	List of tentative MME required for the job is furnished in relevant annexure of the tender, for guidance purpose.
18.0	TEST CERTIFICATE FOR T&P
18.1	All T&P, lifting tackles and pulling devices to be deployed by the successful bidder must bear valid/ latest test certificates for their suitability, and documents shall be preserved at site.
18.2	In case of expiry of validity of any such test certificate during construction, successful bidder shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.
18.3	The successful bidder should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.
19.0	ISSUE OF T&Ps
19.1	Deployment of all T&Ps for this tender shall be successful bidder's responsibility. However, if BHEL issues any T&Ps, the same shall be on chargeable basis as per BHEL norms.
19.2	In the event of BHEL issued T&Ps, measuring instruments etc, successful bidder and BHEL shall maintain joint protocol about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The successful bidder shall not use these equipment for purposes other than the scope of work given in this tender document.
19.3	It is the responsibility of successful bidder to keep these equipment always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear.
19.4	After use of T&P items issued by BHEL the same shall be returned to BHEL in good working condition subject to normal wear & tear failing which recoveries at the book value of the item or the market rate prevailing at the time of returning the items, whichever is higher shall be made from the payments due to the successful bidder from BHEL from this contract or from any other contract.
20.0	RECEIVING, TRANSPORTING, HANDLING AND STORAGE
20.01	The Contractor shall receive, transport, handle, store and install all materials and equipment furnished under these specifications, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation and unloading facilities (including for the transportation, delivery and receipt of all equipment, materials, Plant to the Site) and to make the required arrangements to secure the necessary facilities for the same.
20.02	Employer will not be responsible for furnishing any equipment or providing any services.
20.03	The Contractor shall be responsible for the prompt unloading of all equipment or materials. The Contractor shall pay any demurrage incurred due to delay in unloading and for any other reasons.
20.04	The Contractor shall handle materials and equipment carefully to prevent damage or loss. The use of bare rope slings for handling will not be permitted unless specifically approved by the Engineer. Special handling devices shall be used when necessary to avoid damage.
20.05	In addition the Contractor shall also comply with the requirements of Section V - Technical Specification, B0 with respect to the receipt, transportation, handling and storage.
20.06	PLATFORMS
20.02	Open platforms shall be constructed by the Contractor at least 50 cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.
20.07	INDOOR STORAGE
20.04	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.
20.08	SHORING
20.06 20.09	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.
	WEATHERPROOF COVERINGS
20.07 21.0	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.
	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES AND BUILDINGS
21.1 21.2	The Contractor shall provide each of his employees and his Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.
	All vehicles and large equipment furnished and used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores, depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Safety Health and Environmental (SHE) Plan to be provided by the Contractor.
21.3 21.4	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.
	Around-the-clock security presence and operational routine shall be maintained throughout the year. Passes and temporary identification permits shall be issued and examined and access to any part of the Site, the site offices and living accommodation shall be controlled and limited to those who have an authorization.
22.0	EXPATRIATE PERSONNEL
22.1	The Contractor shall submit to BHEL / Employer data of all personnel he intends to bring into Bangladesh for the performance of the Work. This data shall include the name and present address of each person, his intended assignment and responsibility in connection with the Work and a concise resume of his experience in the type of work to which he will be assigned. This data shall be submitted to the BHEL / Employer at least thirty (30) days prior to their expected arrival in Bangladesh.
22.2	Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.
22.3	Costs of passports, visas, travel documents, inoculations and other incidental expenses incurred by the Contractor's non-Bangladesh employees and their dependents occasioned by travel to and from Bangladesh shall be borne by the Contractor.
22.4	All accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and BHEL / Employer shall not have any liability for the same.
23.0	RECONCILIATION OF MATERIALS
23.1	Successful bidder shall submit a reconciliation statement of material after completion of job.
23.2	The successful bidder shall return the unused plant materials under their custody to BHEL's store/ yard at their own cost.
24.0	INSURANCE
24.1	It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance, etc., as may be applicable.

24.2	The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.
24.3	These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.
24.4	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.
24.5	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
24.6	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim the successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from the successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of the successful bidder. In case of theft of material under successful bidder's custody, the same shall be reported to police by the successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve the successful bidder of their contractual obligation for the materials in his custody.
24.7	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the successful bidder.
24.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the successful bidder, the entire cost of repair/replacement will be recovered from the successful bidder.
24.9	It will be responsibility of the successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available.
24.10	Other conditions of Insurance shall be as per relevant clause of GCC.
25.0	EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
25.1	EARNEST MONEY DEPOSIT (EMD) – NOT APPLICABLE .
25.1.1	Tender cost & EMD can be submitted in INR/ USD/ BDT for this tender. 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 Bangladesh- <u>SBI (Branch Address):</u> Dr. Motiar Rahman Tower, 64 KDA Avenue, Tetultola Mor, Shibbari Khulna City Corporation, Khulna-9100. Phone: 88-041-721338 (Direct), 88-041-2831345 Ext. 102 Cell: 8801716-138627, Fax: 88-041-733350. <u>A/C No (USD): 05620257520202</u>

	<p><u>A/C No (BDT): :05620257520201</u></p> <p><u>SWIFT: SBINBDDH056</u></p> <p><u>ROUTING NO: 220471543</u></p> <p>BHEL's address in Bank A/c- Bharat Heavy Electricals Ltd., Rampal, Bagerhat, Bangladesh.</p>
25.1.2	<p>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>
25.2	SECURITY DEPOSIT(SD)
25.2.1	Security deposit shall be as per respective clauses of GCC-IB for services contract.
25.3	PERFORMANCE BOND
25.3.1	Performance Bond, in the form of Bank Guarantee for an amount of 5 % of contract price for scope of services shall be submitted by the contractor within 30-days of issue of LOI. The bond shall be kept valid until six months after the expiry of warranty / guarantee period.
26.0	PAYING AUTHORITY
26.1	All issues related to invoicing, payment shall be addressed to following
26.2	<p>Construction Manager, BHEL site office, 2x660 MW Maitree Super Thermal Power Project, Bagerhat, Rampal, Bangladesh. Any change of above shall be intimated to the successful bidder accordingly.</p>
27.0	LAWS AND REGULATIONS
27.1	The Successful bidder agrees and acknowledges that:
27.1.1	<p>He and their respective employees, servants, consultants and agents abide by all Applicable Law, (i) relating to the performance of the Work; (ii) by all rules and regulations of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Successful bidder may reside or perform work, directly or indirectly under this Contract (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and; (iii) with the terms and conditions of any Authorizations.</p>
27.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of any Authorizations, business practices and plant rules and regulations which must be complied with when performing the Work.
27.1.3	Successful bidder shall furnish to Employer and Engineer, promptly upon request, such information concerning Successful bidder, their respective employees, consultants, servants and agents as the Employer or Engineer may be required to furnish to any applicable Governmental Authority.
27.2	Without prejudice to the generality of the foregoing:
27.2.1	The Successful bidder shall observe, comply with and respect Bangladesh laws, rules and regulations and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
27.2.2	The Successful bidder shall comply with such other rules and regulations as Employer and the Engineer may establish from time to time with respect to the construction work and personnel employed by the Successful bidders provided such rules and regulations shall not modify any of the Contract.
27.2.3	The Successful bidder shall, in all dealings with its labor, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
27.2.4	The Successful bidder shall not give or barter or otherwise dispose of, to any person

	or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
27.2.5	In the event of any outbreak of illness of an epidemic nature the Successful bidder shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
28.0	COMPLIANCE WITH APPLICABLE LAWS
28.1	Compliance
28.1.1	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
28.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
28.1.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
28.2	Related Compliance Obligations
28.2.1	The Successful bidder shall Take all reasonable care that the Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Work.
28.2.2	The Successful bidder shall have responsibility prior to Provisional Acceptance Certificate for administration and co-ordination with the Governmental Authorities, as necessary, of any testing or the taking of any other action necessary to demonstrate the Work's compliance with all Applicable Laws, as well as the Authorizations, Consents, as maybe required for or issued in connection with the development, construction, erection and operation of the Works.
28.2.3	The Successful bidder shall provide BHEL / Employer with a copy of all communications with any such authorities and at least five (5) days prior written notice to BHEL / Employer in respect of any meeting with any such authorities (with Successful bidder responsible for obtaining all necessary permissions for the attendance of a representative of BHEL / Employer at any such meeting).
28.2.4	The Successful bidder shall carry out its obligations under this Contract so as not to cause or contribute to any breach by, or violation of, Employer of any Applicable Law, consent or Authorization.
28.3	Permits and Licenses
28.3.1	Successful bidder shall obtain and maintain all consents, permits and licenses (" Consent ") which are required by Applicable Law for the performance of the Work and to allow Successful bidder to perform and complete the Work in accordance with the Contract Schedule (irrespective of whether the same are required to be procured in the name of Successful bidder or Employer), other than the Authorizations.
28.3.2	Specifically, where an Consent by its very nature can only be procured by the Employer (BIFPCL), the Employer shall at the Successful bidder's request, execute such documents and complete such formalities as are necessary for presentment of the application or other Consent related documents to the relevant Governmental Authority or other person. However, the foregoing shall in no circumstances be construed as (i) relieving the Successful bidder from his obligations under Clause 23.3.1 for which he shall remain primarily and fully responsible, or (ii) as imposing any responsibility on the Employer in respect of procurement of consents/ licenses/ approvals/ permits other than the Authorizations.
28.3.3	If requested by Successful bidder, BHEL / Employer shall provide reasonable assistance to Successful bidder in obtaining and maintaining such Consents. Successful bidder shall not be entitled to any adjustment to the Contract Schedule or the Contract Price or any other terms of this Contract relating to any delay or failure to obtain or maintain any such Consents.

	Employer /BHEL will provide reasonable assistance to the Successful bidder for obtaining any required authorization and export licenses for exporting tools, equipment, test equipment, and other Successful bidder's Equipment, all of which are and remain the property of the Successful bidder, from Bangladesh at the conclusion of the Work.
28.4	SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC.
28.3	The Successful bidder shall get himself acquainted with the relevant Bangladesh Laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the Successful bidder. Similarly the Successful bidder shall be responsible for any non-conformance of Bangladesh Laws either by its own employees during execution of the Contract.
29.0	COMPLETION PERIOD
29.1	MAIN SERVICE (REFER VOLUME-IIIA & IIIB)
	The successful bidder shall execute the job in such a manner that entire job gets completed within 24 (Twenty Four) months from the date of LOI.
29.2	OPERATION & MAINTENANCE (O&M) (REFER VOLUME-III)
29.2.1	Successful bidder shall provide complete service of operation & maintenance (O&M) for 12 (Twenty Four) months after trial run & load test/ PG/ demonstration test of the system/package, as applicable, till handing over of the system/ package to BHEL.
29.2.2	The tenure of O&M period shall commence after trial run and load test/ PG test/ demonstration test till handing over of plant. In case of delay in completion of trial run and load test/ PG test/ demonstration test (s) of the system/ package, as applicable, and handing over of the system/ package to BHEL, by more than 2 months, for reasons not attributable to the successful bidder, the date of commencement of O&M service shall be reckoned from date of readiness for load test/ PG test/ demonstration test(s), as applicable.
29.2.3	Depending on project requirement, the tenure of O&M service may vary (Reduced/ increased), with 1 (One) month advance notice period by BHEL.
30.0	CONSTRUCTION/ EXECUTION SCHEDULE
30.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL site for kick-off meeting to discuss & firm up schedule of erection, testing, commissioning of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
30.2	Based on the discussion of the kick-off meeting or otherwise, a master schedule shall be drawn, which shall be subject to acceptance/ approval of BHEL.
30.3	Based on progress, successful bidder shall progressively submit quantified billing break-up of entire scope of service contract. On acceptance of BHEL, approved billing schedule will be issued by BHEL.
30.4	On every month, the successful bidder shall submit to Construction Manager, BHEL schedule-wise plan vs actual status of erection, testing, commissioning, along with action plan to make-up delay, if any.
30.5	The project schedule might undergo revision/ modification periodically, for which the successful bidder may have to prepare/ modify schedule periodically in consultation with BHEL, so as to match with revised project milestones.
30.6	The successful bidder shall ensure monitoring of these activities at least on fortnight basis or at other frequency as mutually agreed with BHEL.
30.7	Successful bidder shall submit daily work program based on above schedule. Deferment of above schedule is not acceptable. Successful bidder will adhere to schedule and resource planning to be augmented to ensure completion as per schedule.
30.8	Progress reviews on entire activities will be held periodically as per direction of BHEL, at Kolkata/ site/ Noida. These meetings will be used as a forum for discussing all areas where progress needs to be expedited. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets

	decided upon such meetings.
31.0	EXTENSION OF TIME FOR COMPLETION
31.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
31.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
31.3	However if any 'Time extension' is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of successful bidder.
31.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the successful bidder as per specified format. Review of the programme and record of shortfall shall be done.
31.5	During the period of 'Time extension', successful bidder shall maintain their resources as per mutually agreed program
31.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
32.0	TERMS OF PAYMENT
32.1	The successful bidder shall submit their running bill (RA bill) once in a month, at the end of the month, as per billing break-up of this tender
32.2	Along with RA every bill, the successful bidder shall submit plan (w.r.t. L2 Schedule) vs actual status of erection, testing, commissioning.
32.3	Progressive payment shall be made by BHEL against successful bidder's RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 60 days of submission of the bill.
32.4	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.
32.5	Subject to any deduction which BHEL may be authorized to make under the contract, the successful bidder shall on the certification of BHEL engineer at site, be entitled to payment as per billing schedule.
32.6	However no extra payment shall be made in the event of deferment in payment.
32.7	All admissible recovery/ adjustment, etc. shall be made from interim payable amount.
33.0	BILLING BREAK-UP
33.1	Successful bidder shall submit detail billing schedule to BHEL for review & approval.
33.2	Progressive payment shall be made as per following billing break-up, in conjunction with terms of payment provision of the tender, operated on approved billing schedule.
33.3	FOR MAIN SERVICE (REFER VOLUME-III)
33.3.1	70 % (Seventy percent) of contract price will be released against on pro-rata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.
33.3.2	10 % (Ten percent) of contract price will be released against on pro-rata commissioning of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.

	Quoted Price and in case BHEL is unable to provide exemption documents shall be payable extra. In such case bidder shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
37.1.6	Value Added Tax Deduction at Source:
37.1.6.1	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.
37.2.0	INCOME TAX DEDUCTION AT SOURCE:
37.2.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
37.2.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax shall be deducted, as is applicable.
37.3.0	The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.
37.4.0	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability.
37.5.0	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, Cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
37.6.0	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
38.0	BANKER & BANK CHARGES
37.3.0	The address of banker for negotiation of documents shall be made available by BHEL site after award of the job.
39.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
39.1	MAIN SERVICE
37.6.0	If the successful bidder fails to complete entire scope within completion period for reasons attributable to them, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of contract price, including taxes, duties, etc., for delay of each week or part thereof.
39.2	The total liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price, including taxes, duties, etc. Contract price for this purpose, shall be the final executed value, extra work executed & supplementary/ additional items.
39.3	FOR O&M
39.0	The liquidated damage/ compensation for O&M service is applicable for not providing the service properly and BHEL had to do the same for project requirement by incurring expenditures. The amount of liquidated damage/ compensation for such case will be limited to the amount of such charges BHEL incur/ pay plus (+) BHEL overhead as per GCC.
39.4	BHEL shall deduct aforesaid amounts from any money due or which may become due to the successful bidder and/ or recover from the bank guarantees/ security deposit of the successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
39.5	

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

	within one month of such replacement or renewal, notice in writing that `acceptance tests on completion` be made, in which case such tests shall be carried out as per approved QAP/ BHEL guidelines.
40.8	The repaired or new parts will be furnished and erected free of cost by successful bidder. If any repair is carried out on his behalf at site, successful bidder shall bear the cost of such repairs.
40.9	The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by successful bidder shall be borne by successful bidder.
40.10	In respect of goods supplied by sub-successful bidders to successful bidder where a longer guarantee (more than 12 months) is provided by such sub-successful bidders, the owner shall be entitled to the benefit of such longer guarantee.
40.11	Other provision shall be as per the GCC.
41.0	CONTRACT RATE/ PRICE
41.1	Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
41.2	While, total price will be considered for evaluation, as per provision of tender, separate order shall be placed for (i) Main Service & (ii) Operation & Maintenance for service part as per price component in price schedule.
42.0	TRAINING OF OWNER'S/ PURCHASER'S PERSONNEL
40.11	The successful bidder shall undertake to train free of cost personnel selected and sent by the owner/ purchaser to the works of successful bidder. The period and nature of training and number of individual personnel shall be agreed upon mutually between the successful bidder and owner/ purchaser. These engineers shall be given special training in the shops where the equipment shall be manufactured or in any other power plant where manufactured equipment is under installation or test to enable them to become familiar with the equipment being supplied to the purchaser. In the event of the owner/ purchaser for any reason failing to avail of the training facilities, purchaser shall not be entitled to any rebate whatsoever on this account.
43.0	OTHER TERMS
43.1	The contractor shall provide signed <i>'Certificate of Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations'</i> as per attached format on its letter head along with the offer.
43.2	Applicable Law or Law with respect to any person, shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, code, requirement, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or person acting under the authority of any Government Authority and / or of any statutory authority, whether in effect as on the Contract Date or thereafter, as applicable to such person.
43.3	Customer shall mean the Bangladesh –India Friendship Power Company (Pvt.) Limited (BIFPCL), having its office at Level 17, Barak Unique Height, 117, Kai Nazrul Isam Avenue, Eskaton Garden, Dhaka, Pin 1217, Bangladesh.
43.4	Engineer or Consultant shall mean M/s. FICHTNER GmbH & Co. KG, Stuttgart, Germany or such other engineer or consultant, as may be appointed from time to time by Customer and who is acting on behalf of Customer as Engineer for the purpose of the Contract with Customer and includes such other person (if any) to who the Engineer's authority may have been lawfully delegated pursuant to the Contract with Customer.
43.5	Governmental Authority shall mean, in respect of a country, the government (Central, State and local) or any ministry, directorate, department or political sub division thereof and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or law or any other governmental entity, instrumentality, agency, authority, corporation, committee or commission under the direct or indirect control of any such government.
43.6	Site means the Project Site at Rampal, District Bagerhat, Bangladesh, all off-site and lay down areas, jetty, intake water system, ash dyke and other locations where all or any part of the work is to be executed under the scope of work of BHEL in accordance with the Contract with Customer.
43.7	The Contractor shall provide and employ in connection with the execution of the

	Works :
43.7.1	Only such technical assistants as are skilled and experienced in their respective trades and such sub-agents, foremen and leading hands as are competent to give proper supervision to the Work they are required to supervise.
43.7.2	Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Works. To the extent possible, the Contractor shall deploy unskilled labour from the local populations.
43.7.3	Child Labour: The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable labor laws and other relevant treaties ratified by the government.
43.7.4	<p>Working Time: No work shall be done on legal Bangladesh holidays or at times other than the regularly established working hours without the written approval of BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner), which shall not be unreasonably withheld. However, work necessary in case of emergencies or for the proper case, receipt, unloading, transporting, maintenance, and protection of equipment or finished work may be done without prior approval.</p> <p>This requirement shall not preclude the Contractor's use of scheduled overtime work and such work may be established by the Contractor, as a regular procedure, with the written permission of BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner); such permission, however, may be revoked at any time by BHEL/ Owner (BIFPCL) and/ or Engineer (Fichtner) if the Contractor fails to maintain adequate equipment and supervision for proper execution and control of the Work and all operations performed there under.</p>
43.7.5	The Contractor shall comply with all applicable relevant labour Laws including the Bangladesh Labour Act 2006 and the Bangladesh Labour Rules 2015 to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.
43.7.6	The Contractor shall be responsible for obtaining all necessary permits(s) and /or visa(s) from the relevant Governmental Authorities for the entry and deployment of employees, representatives, labour, consultants and other personnel to be employed on the Site into the country where the Site is located, and otherwise for ensuring all due compliance with Applicable Laws with respect thereto.
43.7.7	The contractor shall arrange passports for all his employees, representatives, labour, consultants and other personnel. BHEL will assist Contractor for issue of Visa including multi-entry visa and other permits as per requirement for the job/Work. However, the Contractor shall arrange for attestation of certificates and other documents required for travel arrangements, medical test as applicable and comply with other formalities. All expenses for all these activates will be borne by the Contractor.
43.7.8	It shall be the responsibility of the Contractor to pay wages/ salaries and other benefits to its employees / personnel engaged by it as per the agreement with them, and in keeping in line with the Local laws in Bangladesh. The Contractor shall submit the Construction Manager, BHEL Maitree Project, Bangladesh regularly, the details / Statement of wages/ salaries and other benefits paid to its employees / personnel in India /Back home, besides wages / salaries and other benefits paid in Bangladesh.
43.7.9	The Contractor, in particular, shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.
43.7.10	The Contractor, further in particular, shall pay applicable wages to his labourers, and pay them in time. In the event of delay in payment BHEL may effect payments to the labourers and recover the cost from the Contractor.
43.7.11	The Contractor shall at all times during the progress of the Contract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees, representatives, labour, consultants and other personnel.
43.7.12	The Customer and / or Engineer or BHEL after notifying and discussion with the Contractor, be entitled to object to and require the Contractor to remove forthwith

	from the Work any person employed by the Contractor in or about the execution of the Work who in the opinion of the Customer and / or Engineer or BHEL misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer and / or Engineer to be undesirable and such person shall not be again employed upon the Work without the written permission of the Customer and / or Engineer or BHEL. Any person so removed from the Work shall be replaced immediately by a competent substitute approved by Customer and / or Engineer or BHEL.
43.7.13	All employees or representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the BHEL or Customer , and nothing contained in the Contract shall construed to create any contractual relationship between any such employees, representatives and BHEL or Customer.
43.8	Indemnification : Contractor shall protect, defend, indemnify and hold the Customer, the Engineer, BHEL (and their respective officers, directors, employees, servants or agents) (the “Indemnified Persons”) harmless from and against:
43.8.1	Any and all Losses arising directly or indirectly from or incurred by reason of the acts or omissions of any of Contractor or any of their respective officers, directors, employees, servants or agents in the performance of Contractor’s obligations under the Contract, without limitation, whether or not resulting from any defect in or condition of the premises on which the Work is or is to be performed or any equipment thereon, including any such Losses arising from injury to or death or damage to or loss of property.
43.8.2	Any and all Losses arising directly or indirectly from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authorities or others for any actual or asserted failure by any of Contractors or any of their respective officers, directors, employees, servants or agents to comply with any Applicable Law or Authorizations or Consents or with any rules and regulations applicable to it or them or to obtain or maintain any Consents.
43.8.3	Any and all Losses arising directly or indirectly from or incurred by reason of any failure of Contractor:
43.8.3.1	To pay any Taxes relating to income or any other Taxes required to be paid by such person;
43.8.3.2	To make any payments in respect of Taxes which are to be paid by such Person in connection with the performance of its obligations relating to this contract or, in the case of the Contractor, any Taxes which it is required to pay pursuant to the terms of this Contract.
43.8.3.3	To file tax returns as required by Applicable Laws or comply with reporting or filing requirement under Applicable Law relating to Taxes; or nothing in this clause shall restrict any person’s right to contest the amount of any tax or other liability owned to a competent authority provided such contest is bona fide and made in good faith;
43.8.4	Any and all Losses arising directly or indirectly from or incurred by reason of hazardous materials introduced to the Site or any other location by any of other location by Contractor or any of their respective officers, directors, employees, servants or agents in t the performance of the Work;
43.8.5	Any and all Losses arising directly or indirectly from or incurred by reason of non-compliance with Applicable Laws by the Contractor or any of their respective officers, directors, employees, servants or agents including , without limitation , labour laws; and
43.8.6	Any and all Losses arising directly or indirectly from or incurred by reason of any accident or injury to any workman or other person in the employment of the Contractor.
43.8.4	Contractor Obligation to Ensure
43.8.4.1	The Contractor shall appropriately insure against such liability in compliance with all Applicable Law and shall continue such insurance during the whole of the time that any persons are employed by him/it on the Work and shall provide BHEL, Customer or Engineer with a copy of such policy of insurance and the receipt of payment of the current premium or evidence that it has complied with the Applicable Law in this regard.
43.8.4.2	All accidents shall be reported by the Contractor directly to the appropriate

	Governmental Authority as per Applicable Law remaining in force.
43.8.4.3	Automobile Liability Insurance: Covering use of all vehicle use by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.
43.8.4.4	Workers' Compensation: In accordance with the statutory requirements under Applicable Laws. The minimum insurance cover for personal injury or death insurance for the Contractor's employees is as per the law and common practice in Bangladesh.
43.9	Laws and Regulations : The contractor agrees and acknowledges that :
43.9.1	Contractor shall and shall ensure their respective employees, servants, consultants and agents abide by the all Applicable Law, (i) relating to the performance of the Work and (ii) by all rules and regulation of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Contractor may reside or perform work, directly or indirectly under this Contract (including the timely payment of any or all fees, assessments or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and (iii) with the terms and conditions of any Authorizations.
43.9.2	Contractor represents that it is fully aware of all the Applicable Laws, terms and conditions of any Authorizations, business practices, plant and project Site rules and regulations which must be complied with when performing the Work.
43.9.3	Contractor shall furnish to BHEL, Customer and Engineer, promptly upon request, such information concerning contract and their respective employees, consultants, servants and agents as BHEL or Customer or Engineer may be required to furnish to any applicable Governmental Authority.
43.10	SIGN BOARDS
	<p>The Contractor shall provide one project/Work profile sign board for each site of the size not exceeding 1 m x 2 m, and maintain them in good condition. All information on the signboards will be written in English and Bengali. The signboards will be positioned on a steel frame as directed by the BHEL or Customer or Engineer. The Contractor shall submit proposals for the materials of the signboards, the text layout (in English and Bengali) on an approved yellow background and installation of the signboards on Site to BHEL for approval. Each sign board shall show:</p> <ol style="list-style-type: none"> the name of the Work the name of the Contractor all other details as required by the BHEL or Customer or Engineer <p>The Contractor shall maintain the sign boards and remove them on completion of the Works or when instructed by the Engineer</p>
43.11	Without prejudice to the generality of the foregoing :
43.11.1	The Contractor shall observe, comply with the respect Bangladesh Laws, rules and regulation and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
43.11.2	The Contractor shall comply with such other rules and regulation as Customer and Construction Management may establish from time to time with respect to the Construction work and personnel employed by the Contractors provided such rules and regulation shall not modify any of the Contract.
43.11.3	The Contractor shall, in all dealings with its labour employed on or connected with the Contract, pay dues regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulation pertaining to the employment of labour.
43.11.4	The Contractor shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
43.11.5	In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
43.12	Change in Laws and Regulation: Any law, regulations ordinance, order or by laws having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh, which shall be deemed to include any change in interspersions of

	application by the Competent Authority.
43.13	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.

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	Design, Engineering, Manufacturing, Supply, Erection & Commissioning, O&M, etc. of Compressed Air System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-M1855:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M1855:6104, Dated 03-10-2017
	3.0	BHEL's TCN-01, vide reference PSER:SCT:KLN-M1855:TCN-01, dated 24-10-2017.
	4.0	BHEL's TCN-02, vide reference PSER:SCT:KLN-M1855:TCN-02, dated 10-11-2017.
	5.0	BHEL's TCN-03, vide reference PSER:SCT:KLN-M1855:TCN-03, dated 20-11-2017.
	6.0	BHEL's TCN-04, vide reference PSER:SCT:KLN-M1855:TCN-04, dated 27-11-2017.
	7.0	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