



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 07

Ref: PSER:SCT:KLN-Q1842:TCN-07

Date: 11-08-2017

Sub	Tender Change Notice (TCN)- 07	
Job	Providing services of field health, safety & environment (HSE) assurance engineers for Unit- 1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1842:17
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-Q1842:5803 Date: 10-07-2017
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KLN-Q1842:TCN-01 Date: 14-07-2017
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KLN-Q1842:TCN-02 Date: 27-07-2017
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:KLN-Q1842:TCN-03 Date: 03-08-2017
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KLN-Q1842:TCN-04 Date: 04-08-2017
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KLN-Q1842:TCN-05 Date: 05-08-2017
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:KLN-Q1842:TCN-06 Date: 09-08-2017
	9.0	Other References, if any.

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

1. Extension of due date of submission of offer from **14-08-17 to 16-08-17 (15:00 hrs)**.
2. Revised Volume-II- Rev-2-(Technical Specification & Special Conditions of Contract) attached, superseding Volume-II-Rev-1 issued earlier along with TCN-06. However, Bidders are requested to go through all the tender documents including all subsequent TCN(s) before submitting their offer
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Encl: As Above.

Dy. Mgr (SCT)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339 8000

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

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

Sub	No Deviation Certificate.	
Job	Providing services of field health, safety & environment (HSE) assurance engineers for Unit-1&2 at 2X660 MW Units, Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-Q1842:17
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	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KLN-Q1842:TCN-02 Date: 27-07-2017
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:KLN-Q1842:TCN-03 Date: 03-08-2017
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:KLN-Q1842:TCN-04 Date: 04-08-2017
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:KLN-Q1842:TCN-05 Date: 05-08-2017
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:KLN-Q1842:TCN-06 Date: 09-08-2017
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:KLN-Q1842:TCN-07 Date: 11-08-2017
	10.0	All other pertinent issues till date.

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

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 : 033-2339 8000/ 2339 8236

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CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	<p>INTRODUCTION</p> <p>The 2x660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh.</p> <p>The Bidder shall acquaint himself by a visit to the site, if felt necessary, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.</p>
1.2	<p>APPROACH TO SITE</p> <p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessor, Bangladesh at a distance of about 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)
2.0	SITE VISIT
	The bidder should visit project site and acquire full knowledge & information prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on BHEL. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.
3.0	NAME OF WORK
	Providing services with manpower and infrastructures for effective management of Health, Safety and Environment system at 2x660MW Maitree Thermal Power Project site in compliance with relevant Bangladesh Legislations, HSE plan, ISO-14001 and OHSAS-18001 and to the satisfaction of the owner & its consultant, Fichtner GmbH, BHEL and other stakeholders.
4.0	SCOPE FOR HSE SERVICES
4.1	<p>Roles &Responsibilities: The team shall represent BHEL to the customer, Agencies and other stake holders of the project and shall uphold the values, ethical standard and integrity that BHEL stands for.</p> <p>The team shall be responsible for facilitation of implementation of the approved HSE plan for the site as per ISO 14001 and OHSAS-18001 standards The responsibilities are broadly listed below: (not exhaustive)</p> <p>a. Liaising with Local authority/ statutory authority/local facilities like hospitals, fire stations, disaster management agencies etc. as and when called for</p>

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	<ul style="list-style-type: none"> b. Coordinating setting up of a safety park at a suitable location with help of agencies c. Providing induction training of all persons of BHEL and agencies before issue of gate pass. A short induction briefing to be made to all visitors at the gate. d. Coordinating with Medical Centre for Pre-job and regular health check-up of personnel e. Drawing up monthly HSE activity plan in line with HSE plan and strictly following the same f. Imparting HSE related skill training and organizing mock drills on rescue, first-aid, trauma and emergency response g. Inspection of all PPEs, safety equipments, T&Ps etc h. To Ensure risk assessment / hazard spotting exercises are carried out on regular basis Preparation/monitoring/approval of Permit-to-work, HIRA & Method statement, JSA, lifting plan and development of auxiliary documents/ formats related to HSE plan i. Regular HSE inspection and coordinating audit by internal/ External audit j. Incident management and documentation k. Generation of periodic report and sharing the same with competent authorities l. Liaising closely with those responsible for Emergency Procedures within the organisation to ensure, so far as possible, the prevention of fire and the safe evacuation of employees in emergency situations m. Checking labour welfare measures both at site and labour colony n. Organizing HSE promotion activities like Tool Box talk, pep talks, Monthly HSE celebration, Periodic HSE review, putting up educative posters and banners, organizing house-keeping drive, walk-through by top officials, periodic health camps etc. o. Managing environmental project activities including, scheduling, tracking and planning for environmental assessments, site investigations, feasibility studies, and remedial action plans. p. Must have : <ul style="list-style-type: none"> i. Muti-gas detector for confined space : 1 no ii. Digital Breath Alcohol Analyser : 1 no iii. dB meter : 1 no iv. Lux meter : 2 nos v. Anemometer with temp measurement : 1 no vi. Water PH meter : 1 no vii. Torch-light : sufficient for HSE officers in evening & night viii. Binoculars : 3 nos ix. Laptop/Desktop : at least 50% of no of HSE officers deployed <p>The above equipment shall be brought in on “Returnable” basis and maintained by the agency.</p>
4.2	GENERAL SCOPE OF WORK FOR HSE SERVICES
4.2.1	Contractor shall submit periodic reports after scrutinizing the results about their findings, test results and making recommendation for corrective action during the course of the work rendering specialized advices in case test results are negative.

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4.2.2	Contractor shall render assistance during periodic discussions among BHEL, customer, consultant and vendor/subcontractors in the event of corrective actions/ reworks, related to the scope of work.
4.2.3	To emphasize accident prevention, Contractor shall participate in planning prior to start of major and critical work executions pertaining to the scope of work as detailed above. Contractor shall carry out checks to ensure that safety have been met. A protocol will also be made by BHEL, other contractors (doing execution as per work awarded to them by BHEL) and Contractor in each case. Suggestions for short term and long term remedial measures as a part of development effort should invariably be forthcoming. BHEL /its sub-contractors (other executing contractors) shall consult contractor in advance in this regard.
4.2.4	Contractor shall Submit Monthly Progress Report (pertaining to their scope of work) every month to BHEL Site In-charge at Site, BHEL Head HSE/ PSER and BHEL Project Manager at PSER Kolkata.
4.2.5	Contractor shall provide necessary support services to BHEL site management in preparation for ISO /TQM audits/ HSE activities. Inspection documents/ results shall be retained/stored by contractor in such a manner that the same can be produced as quality documents during ISO/TQM/HSE audits at site.
4.2.6	Contractor shall co-ordinate with the customer for carrying out joint inspection/checks wherever applicable and clearing of customer observations/ NCs. Necessary co-ordination with BHEL and its other sub-contractors/its follow-up will also have to be done by the contractor.
4.2.7	Contractor shall take insurance policies as per provision of GCC (Vol-I of tender document). Contractor shall send power of attorney in favor of their site representatives, who shall be signing the measurements books, bills and other vouchers/documents connected with this contract.
4.2.8	BHEL's competent authority will have right to regulate strength of deployment of contractor's manpower as per requirements. Payment will be made on pro-rata basis.
4.2.10	Contractor will ensure that HSE officer has a smart phone so that he can take photos/videos promptly and also communicate immediately. He should have also a binocular, raincoat, a torchlight and enough welfare support as he will be required to work at odd hours and face adverse climate.
5.0	TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITE FOR HSE SERVICES The tentative area wise requirement and deployment period of HSE officer in various groups at the project site as per project requirement as mentioned in rate schedule (VOL III) under following categories. Details indicated below are only tentative.
5.1	The agency shall deploy a team of Qualified HSE professionals as advised by BHEL from time to time in sync with the progress of the work at site. The team shall report to BHEL site HSE Head or Site Construction Manager, as the case may be and shall have two (2) Senior HSE Officers and 8 nos. HSE officers. However, actual no. of HSE Officers/ Sr. Officers may vary (increase/decrease) based on site requirement. Deployment: The tentative deployment period shall be as follows: a. 1 Sr HSE officer+ 2 HSE officers:48 months b. 1 Sr HSE officer + 3 HSE Officers:42 months c. 3 HSE officers: 36 months

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	<p>Zero date of deployment: It shall be likely to be within one month of award of contract starting tentatively from Aug/Sep'2017.</p> <p>Each of these HSE officers shall be deployed in specific area of erection and shall co-ordinate with all sub-agencies for facilitating implementation of HSE system. The HSE officers of Agencies shall report to the concerned HSE officer deployed by you.</p> <p>The agency shall be given not more than 15 days from date of intimation for deployment of HSE personnel on acceptance of CV by Head/HSE, BHEL-PSER-HQ, Kolkata. The candidates shall be interviewed over phone or VC or personal for selection, if the competent authority of BHEL desires so.</p>
5.2	However, actual man-month deployed in any Project may vary to any extent. The quoted Unit rate shall remain firm throughout contract duration, including extensions if any, for such variation, affecting up to +/- 30% variation in total contract value.
6.0	SPECIAL CONDITIONS OF CONTRACT
6.1	Reasonable office space for proper functioning of the Contractor's supervising personnel will be provided by BHEL at site, free of any charges. BHEL shall also provide furniture as per availability. All other charges for use of any additional facility shall be borne/ paid by contractor.
6.2	<p>ACCOMODATION& MESS FACILITY</p> <p>Bachelor accommodation on twin sharing basis, as may be available, along with electricity and other facilities shall be provided by BHEL on free of charge basis. The contractor shall be allowed to use BHEL mess facility on chargeable basis.</p>
6.3	<p>LOCAL CONVEYANCE</p> <p>BHEL shall provide local conveyance facilities, as available, for to and fro movement between site and living accommodation, on free of charge basis.</p>
6.4	The contractor shall provide unlimited mobile facility, a camera and sufficient nos. of Laptop/ Desktop for the use of their safety personnel at their own cost.
6.5	BHEL shall provide all PPEs and reflective vests, except safety footwear i.e. safety shoes and gumboots.
6.6	The contractor has to arrange for medical facilities and necessary insurance facilities for his supervisory personnel posted at site at their cost.
6.7.1	Contractor shall arrange and keep all applicable latest codes/standards required for above jobs for ready reference.
6.7.2	All data/findings obtained from this work shall become the property of BHEL. This cannot be published/utilized by anyone/ Contractor without written permission of competent authority of BHEL.
6.8	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
6.9	Contractor shall make available suitable personnel/ senior level technical personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Senior level personnel of contractor shall visit at least once in every quarter to site to ascertain the quality of jobs performed by their site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.
6.10	BHEL reserves the right to make final decisions on rejections of the work by the Contractor

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	and such decisions shall be binding on Contractor and become conclusive. However in this case, BHEL will be responsible for the consequences.
6.11	<p>BHEL reserves the right to terminate the above contract at any point of time without assigning any reason, upon giving 15 days notice to the Contractor.</p> <p>BHEL reserves the right to short close the contract/reduce the deployment (strength) of contractor manpower (Engineer/Senior level Engineer) upon giving 15 day notice, depending upon requirement.</p> <p>In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon approved rate of the contractor and no other compensation will be granted by BHEL.</p>
6.12	Contractor's personnel posted at site shall not move outstation without the prior permission of Construction Manager of BHEL.
6.13	Contractor has to follow the holidays at site as per BHEL site holidays. Working hours and timing shall be as per BHEL site practice. However, work may continue round the clock including Sundays and holidays and contractor's staff shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made.
6.14	It is the sole responsibility of the contractor to ensure the supervising personnel against accident and injury while at work.
6.15	BHEL reserves the right to discontinue the deployment of HSE personnel with a 15 days notice, in case the performance of the concerned person is found to be unsatisfactory. No further payment shall be made against deployment of unacceptable HSE personnel. Replacement of such persons will have to be arranged by contractor within 15 days.
6.16	Bidder to please note that, draft site HSE plan is issued along with tender for general guidance/reference (tender) purpose only and actual work at site will be carried out as per approved HSE plan or customer HSE plan only.
6.17	<p>If any of the HSE officers/ Sr. officers is sent outside the Project Site, for any HSE related job, elsewhere in Bangladesh beyond 50Km radius of site, following additional payment beyond price schedule shall be reimbursed to contractor :-</p> <p>a) To and fro Rail fare (limited to AC Chair car, Bangladesh Railway train fare by shortest route, from project sites to place of testing & back to project site) against submission of ticket/receipt/proof +(plus) Lumpsum amount of BDT 500/- will be paid per person per day requiring no night-stay at elsewhere in Bangladesh. No reimbursement shall be made for modes of travel other than railways.</p> <p>b) In case of night stay at elsewhere in Bangladesh, lumpsum amount of BDT 1500/- extra per person per night of over-stay.</p> <p>i.e. A visit to elsewhere in Bangladesh, requiring Oneday & Onenight of stay for one person, BDT 2000/- +(plus) Rail fare (as explained above), will be reimbursed by BHEL.</p> <p>The movement of contractor's staff, outside from the Project site shall be subject to prior approval of BHEL site engineer.</p>
7.0	Rate/Price schedule/Additional Manpower
7.1	Rate schedule is enclosed as VOL-III. BHEL Project site may ask for additional suitable

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	<p>HSE service manpower, if needed. Contractor shall provide manpower within 15 days of receiving such notification from BHEL. Payment for additional manpower will be made as per individual item rates of accepted rate schedule.</p> <p>The quoted Unit rate of various groups shall remain firm for such variation, affecting upto +/- 30% variation in total contract value.</p>
8.0	QUALIFICATION OF CONTRACTOR'S PERSONNEL
8.1	<p>HSE SERVICE</p> <p>a. Sr HSE Officer:</p> <ol style="list-style-type: none"> i. Must be at least a graduate in engineering in Mechanical/Electrical/ Civil/ Construction Management/ Environmental Science from a recognized institution ii. Must have a recognized degree or diploma in Safety Management or NEBOSH IGC iii. Must have worked for 10 years or more on the date of this tender in the field of construction of power plant/ Port/ Petrochem complex/Highrise buildings or in a Petrochem/cement factory, out of which at least 7 years should be in HSE function iv. Must be a certified Internal Auditor for ISO 14001 and OHSAS 18001 v. Must be fluent in English and Bangla in reading and writing vi. Must have working proficiency in Computer operation vii. The candidate must not be younger than 35 years and older than 50 years of age. He must have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate in specified format from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site. <p>b. HSE Officer:</p> <ol style="list-style-type: none"> i. Must be at least a graduate/ diploma holder in engineering in Mechanical/Electrical/ Civil/ Construction Management from a recognized institution ii. Must have a recognized degree or diploma in Safety Management. iii. Must have worked for 5 years or more on the date of this tender in the field of construction of power plant/ Port/ Petrochem complex/Highrise buildings or in a Petrochem/cement factory, out of which at least 3 years should be in HSE function. iv. Must have attended at least awareness program for ISO-14001 (preferably 2015 version) and OHSAS-18001 v. Must be fluent in English and Bangla in reading and writing vi. Must have working proficiency in Computer operation vii. The candidate must not be younger than 27 years and older than 45 years of age. He must have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate in specified format from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.

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8.3	The CV in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to HSE/BHELPS_ER HQ for approval before deployment. If the customer demands, the approval shall be obtained from the customer and only that approval shall be final. Post deployment approval shall not be permitted nor any deviation. The candidate shall be required to produce all original certificates at the site for verification.
9.0	CONTRACT COMPLETION PERIOD
9.1	The contract period for the scope of work as per tender terms and conditions shall be for a period of 48 months from the date of start of work as intimated by BHEL site.
9.2	However, at the sole discretion of BHEL, this contract may be extended further for a period of twelve (12) months at the same rate and same terms and conditions.
10.0	MOBILISATION
	Contractor shall mobilize the manpower and start the work at site within 15 days from the date of written intimation from BHEL site.
11.0	MOBILISATION ADVANCE
	No mobilization advance is payable in this contract.
12.0	PRICE VARIATION CLAUSE / RATE REVISION
	The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation / revision shall be payable.
13.0	OVER RUN CHARGE
	No ORC is applicable to this contract.
14.0	TERMS OF PAYMENT/WORKING HOURS/LEAVES
14.1	Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder:-
14.2	For all items of work as per vol.-III, rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery / adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing / winding up of the site and on certification of the BHEL site in-charge. Contractor's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL Engineer. Payment shall be made within 30 days of receipt of correct invoice by BHEL site office. Payments will be made as per rates accepted.
14.3	The currency of payment shall be USD (\$). However for reasons, solely at the discretion of BHEL, if USD amount is not possible to be paid then BDT equivalent of USD will be paid at the Buying Exchange Rate of USD(of our banker) as on the date of payment. The quoted / accepted price shall remain Firm throughout the contract period including extension period, if any, without any escalation till handing over.
14.4	The contractor should submit his on account bills with all the details required by BHEL on 1st of every month covering progress of work in all respects and areas up to last day of the calendar month.
14.5	For the payment of staff deputed by contractor for this work, the months shall be computed as comprising of number of days worked at Project site, which at present are 6 days a week

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	and 10/12 hours per day. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of HSE officer should be ensured if required by BHEL. However, no extra payment will be made for working beyond normal hours in such special cases.
14.6	If the representative of contractor is deployed nearby outstation (Dhaka or elsewhere in Bangladesh) to witness the tests / checks on the materials/samples, additional payment will be made by BHEL as per relevant clause (in addition to accepted rates as per Vol-III/rate schedule).
14.7	Casual leave will be admissible for personnel posted at site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/sick leave to be availed by contractor's personnel. However, if earned leave/sick leave exceeds 7 days in any one stretch, the contractor will have to make suitable alternative arrangements. For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site. If any person is leaving site on resignation, replacement shall be made within 10 days otherwise a penalty of \$100 /- (USD Hundred only) per week or part thereof will be imposed for delay beyond grace period of 10 days.
15.0	EXTRA WORK
	There is no provision of any extra work in this contract /package.
16.0	GUARANTEE
	Contractor shall stand guarantee for the quality of the services rendered by them Contractor shall render free HSE services if any, as per provision of contract, during rectification work arising out of faulty HSE services rendered by contractor. In case contractor fails to render HSE services of desired standard, within the time specified by BHEL, BHEL may proceed to get such services from any other agency at contractor's risk and cost without prejudice to any other rights of BHEL and recover the same from contractor's security deposit/other dues. This supersedes clause no. 2.13 of vol-I/GCC.
17.0	TAXES AND DUTIES
17.1	IMPORT DUTIES:
17.1.1	Bidder may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997. Also Regulatory Duty(RD), Advance Trade VAT(ATV) & AIT are exempted / not applicable. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.
17.1.2	However, if any of the taxes as mentioned above are paid by the bidder as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However, the bidder shall obtain prior approval of BHEL before deposition of such taxes.
17.1.3	Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VAT. Such items shall be exported within six months from the commercial operation date. Documentation for the same to be submitted / maintained by the bidder.
17.1.4	Any Taxes for exporting material from source country & as applicable in the source country shall be on bidder's account. However, bidder to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from

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	India. As such, while offering the rates, the bidder may take into account the benefit of above provisions, as the cost of input to the bidder will be net of such taxes and adjust their offer price accordingly to make it more competitive.
17.2	BANGLADESH VAT
17.2.1	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.
17.2.2	The subject job shall be “Supplying and Managing Human Resources”(Service Code:S072.00).
17.2.3	The bidder shall raise Tax Invoice (ChallanPatra) 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 claiming VAT from BHEL.
17.2.4	Bidders shall quote price excluding Bangladesh VAT. 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.
17.2.5	Value Added Tax Deduction at Source:
	BHEL shall deduct Value Added Tax at source at the applicable rate in term of the Sec.6(4) of the Value Added Tax Act, 1991 read with Notification issued in this regard. Positive credit. BHEL shall issue VAT Deduction Certificate in “Musak-12kha” to enable the service provider to take credit of the same while paying his Output VAT. Since VAT is separately payable by BHEL as mentioned in clause 17.2.4 & 17.2.5 and since VDS is adjustable by bidder against his output tax , hence Bidder shall quote price excluding Bangladesh VAT.
17.3	INCOME TAX DEDUCTION AT SOURCE:
17.3.1	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.
17.3.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
17.4	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.
17.5	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, Cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT&Import Duties) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
17.6	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.
17.7	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.

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	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.
18.0	EMD, SECURITY DEPOSIT & PERFORMANCE BOND
18.1	EARNESTMONEYDEPOSIT(EMD)
18.1.1	<p>EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.</p> <p>In case of EMD submitted in USD by the successful tenderer, the same shall be converted and adjusted towards the required amount of Security Deposit of 50%. In case of EMD in INR, whole EMD shall be converted into USD as per stipulated selling conversion rate of INR to USD as per State Bank of India (SBI) publication on tender floating date. In case of EMD in BDT, whole EMD shall be converted into USD as per stipulated selling conversion rate of BDT to USD as per Bangladesh Bank publication on tender floating date.</p> <p>Tender cost & EMD can be submitted in INR/ USD/ BDT for this tender.</p> <p>Exchange Rate of currency as available in the web site of Bangladesh Bank on the tender floating/publishing date. If the date happens to be a holiday / or rate is not published, then the exchange rate of next day / next published day will be considered.</p>
18.1.2	<p>EMD & Tender cost amount can also be submitted directly by Foreign Bidders (other than Indian bidders) to the followings Bharat Heavy Electricals Limited bank account in Bangladesh-</p> <p>1. SBI (Branch Address:-24-25, DILKUSHA C/A, DHAKA-1000, Branch Code 4984), A/C No. 05160293520001, BDT Account.</p> <p>2. SBI (Branch Address:-24-25, DILKUSHA C/A, DHAKA-1000, Branch Code 4984), A/C No. 05160293510001, USD Account</p>
18.1.3	<p>EMD & Tender cost amount can also be submitted directly by Indian Bidders to the followings Bharat Heavy Electricals Limited bank account in India-</p> <p>1. SBI (Branch Address:-Commercial Branch, Saltlake, Sector V, Kolkata, Branch Code SBIN0004289), A/C No. 11107800029, INR Account.</p>
18.1.4	All other terms & conditions shall be as per GCC.
18.2	SECURITY DEPOSIT(SD)
18.2.1	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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18.2.2	<p>At least 50% of the required Security Deposit, including the EMD, shall be collected in before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in USD progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
18.2.3	All other terms & conditions shall be as per GCC.
18.3	Performance bond is not applicable for this tender.
19.0	MODE OF EVALUATION & AWARDING
	Evaluation & awarding will be done based on total price.
20.0	LIQUIDATED DAMAGES
	Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. In case Contractor deploys the manpower beyond the period specified in the Contract, BHEL will have no obligation to accept the same and reserves the right to deploy such manpower at the risk and cost of the contractor, along with BHEL overheads @ 5%. The total ceiling for such overheads as liquidated damages shall be limited to 10 % of the executed contract value.
21.0	CONTRACT OPERATION
21.1	After placement of LOI, Security deposit shall be deposited by successful bidder as per tender terms and conditions. After receipt of total initial security deposit as mentioned above at PSERHQ / Kolkata, work order shall be issued.
21.2	Based on the confirmation/intimation from BHEL site engineer/ Construction manager, contractor shall deploy manpower as mentioned in relevant clause above. Contractor shall deploy manpower at site in different categories/groups as per project requirement.
21.3	Contractor shall raise RA Bill at sites and payment shall be made from sites based upon accepted rates as per rate schedule (Vol-III). Bill shall be accompanied with list of services rendered during the month (certified by BHEL Engr.) and attendance sheet.
21.4	BHEL site in-charge shall be the paying authority cum controlling officer for contractual dealing of the site.
21.5	Contractor shall also nominate one of their senior Engineer/ Engineer as site-in-charge for all contractual dealings/payment purpose etc. for the site and power of attorney shall be issued in his name.
21.6	All payments shall be made from BHEL site office.
22.0	GENERAL
	Any terms & conditions not mentioned in VOL-II of tender document, shall be as per GCC (Vol-I) of tender document.

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23.0	LIMITATION OF LIABILITY
	Notwithstanding anything to the contrary in this Agreement or the Purchase Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the Supplier, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Purchase Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.