

E-TENDER NUMBER - PSER:PMX:432:076 (ENQ:23:PP:0015:PUR:72) DATE: 08/12/2023				
ANNEXURE-VI , TCN 02 DATED 20.12.23				
FORMAT FOR SEEKING CLARIFICATION				
JOB	PROVIDING READY MIX CONCRETE FOR 2X660 MW MAITREE SUPER THERMALPOWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHATDISTRICT, BANGLADESH.			
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SL No	Reference clause of tender document	Existing Provision	Bidder's Query	BHEL's clarification
1	VOLUME-III: UNPRICED PRICE SCHEDULE, REV-0: Preamble: 5a	Contract value within Plus Minus 30% of awarded price as per LOI	If case of Contract value becomes less than 70% (-30%), "for reasons not attributed to Vendor" there should be a compensation system for Vendor & we propose to add 5% price increment on each unit rate of supplied volume of RMC in the final bill to reconcile that.	Shall remain as per tender.
2	SCC/GCC: Clause No: 10.1	Completion of Supply of Concrete: 9 (Nine) months from date of start of first supply of RMC, as certified by Construction Manager, BHEL.	There is no time line mentioned to complete 130% except 9 monthsh for the contrctated volume of 100%. There shoudl be a definite time line to complete 130% as well to make reasonable estimate for the RMC tender. So we sre assuming that 130% will be completed within 12 months from Written intimitaion from BHEL.	Completion of Supply of Concrete: 9 (Nine) months from date of start of first supply of RMC, as certified by Construction Manager, BHEL. However, if the contract period is extended beyond 9 months for reasons not attributable to you, the unit rate for items executed in the extended period shall be reviewed and revised based on mutual agreement.
3	SCC/GCC: Clause No: 2.1.5	The supply of RMC is in final stage of project. Requirement of RMC is expected to taper down towards the end of the contract period. If for any reason, additional quantity of RMC is required beyond the contractual quantity (+30%), the vendor shall provide the same at a mutually agreed price. However, the agency shall be provided in advance (2 months minimum) of such requirement to arrange construction material.	So if 130% can not be utilised by BHEL within 12 months, it will notpossible to supply the RMC with same unoit rate/price. RMC rate should be revised to a mutually agreed price (Including extra items, if any).	
4	SCC/GCC: Clause No: 30.1.1	Start of production of Concrete within 30 days from the date of written information by BHEL.	It's not possible to open LC and get stone aggregate form India or UAE within 30 days, rather it will take 90days to any stone aggregate from LC opening. LC opening approval alose takes 2 weeks from BHEL-BIFPCL & another 2 weeks form bank due to currnet situation of BD. So the cost estimate will be done in consideration of partial local stone and partial imported stone. This is for your infirmation	Start of production of Concrete shall be required within 30 days from the date of written information by BHEL. Bidders may consider accordingly. Timely production of RMC is the essence of this NIT. Hence, bidder to ensure prooduction of RMC as per tender. Approximately 4000-5000 cum of RMC shall be required during the first two months from the date of written communication of start of work.The stone aggregates required for the RMC quantity during this initial period may be locally arranged by bidder under prior written approval from BHEL. Bidders may quote accordingly.

5	SCC/GCC: Clause No: 13.1.2	<p>Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VATS and to be imported within 2 months of award of LOI. Such items shall be re-exported (as required) within six months from the commercial operation date. Documentation for the same to be submitted /maintained by the bidder.</p> <p>However, for reasons not attributable to the bidder, if the temporary erection materials / spares are required to be retained beyond 6 months after declaration of COD, the additional financial implication if any towards re-export shall be reimbursed by BHEL subject to production of documentary evidence in support of such payments. The bidder shall obtain prior approval of BHEL before deposition of such amount.</p>	<p>Stone aggregate is allowed to import with CDST free benefit (as a permanent materials, as per SSC clause no. 13.1.1, Import in Bangladesh), will that be applicable after COD of MSTPP !? If applicable, for how much time.?</p>	<p>Supplier 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 House hold Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-126 dtd.24-05-2021. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted /not applicable.</p> <p>However, if any of the taxes as mentioned above are paid by the supplier 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 supplier shall obtain prior approval of BHEL before deposition of such taxes. Any tax(es) paid without prior approval of BHEL Site Office shall not be reimbursed at a later stage.</p>
6	SCC/GCC: Clause No: 11.1	<p>Bidder shall quote their price in USD as per the format of Volume-III, price schedule (Latest revision) only.</p> <p>Note: - Ordering Shall be done exclusive of VAT. VAT as & if applicable shall be paid extra by BHEL. VDS as applicable under Value Added Tax and Supplementary Duty Act 2012 shall be deducted by BHEL.</p>	<p>RMC rate will be excluding VAT as clarified in SCC-GCC.. But if the deemed export facility removed by BD govt within Contract period & beyond, BHEL should pay the VAT in addition.. Please confirm that.</p>	<p>If benefit of zero rated VAT under Deemed export provision of Value Added Tax and Supplementary Duty Act 2012 is withdrawn by the Bangladesh Govt. during the currency of the Contract, BHEL shall pay VAT extra as applicable for RMC contract with effect from the date of withdrawal or from the date as would be mentioned in the Notification/Circular/Gazette. However, the benefit of input credit available to be set off against output VAT shall be passed on by the Vendor to BHEL.</p>
7	SCC/GCC: Clause No: 15.30.6.2.4	<p>Planning/Billing Engineer (exclusively for planning/Billing): As Required</p>	<p>Numbers of personnel should be mentioned and its consider 01 nos. for Planning/Billing Engineer.</p>	<p>"As required" may be read as "1 Nos (If required by Site)"</p>

8	SCC/GCC: Clause No: 26.2	<p>EMD & PB Not applicable.</p> <p>SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY: The Total amount of Performance security shall be Five Percent (5%) of the contract value.</p>	<p>(1) Its not possibel to submit BG for SD from Bangladesh bank & with counter bank guranty from Indian bank. Cash deposit to Foreign bank is also not possible for SD. As alternative, we propose to BG from Local bank only.</p> <p>(2) there is no clarification for refunding of 5% security deposit / performance security and when we can able to get back the same..? Need a clear instruction about that.</p> <p>(3) However, we are requesting to remove the SD/PS as like previous contract, coz. this will hugely impact on RMC cost.</p>	<p>Applicable SD amount shall be deducted & withhold from the RA Bills (50% of each RA Bill value shall be adjusted with the SD amount till total deduction of SD).</p>
9	SCC/GCC: Clause No: 32.4.6	Transit Mixer : As per Requirment	Transit mixture: "As required" to be revised with a specific quantity of TM & it should not be more that 01 nos.	01 Nos
10	SCC/GCC: Clause No: 12.2	Balance 5% shall be paid after completion of warranty period of 3 months from the date of completion of work and handing over back of site / land to BHEL/BIFPCL	The Final Bill Submission should be within 1 Month after Completion of RMC Supply Instead of 03 Months(as mentioned in Clause No:12.2).	<p>Balance 5% shall be paid after completion of warranty period of 3 months from the date of completion of work.</p> <p>Completion of supply work shall be deemed monthly and 5% retention for this portion of supply (monthly) may be released after completion of warranty period of 3 months from the date of completion of the respective month.</p>

11	VOLUME-III: UNPRICED PRICE SCHEDULE, REV-0: Preamble: 5a	Contract value within Plus Minus 30% of awarded price as per LOI	If Contract Value becomes less than 70% (-30%), there should be a compensation provision ; BHEL Should pay additional 7% price increment as a compensation of each unit rate.	Shall remain as per tender.
12	SCC/GCC: Clause No: 2.1	Scope of Works: SL-04: Establishment of civil laboratory at Site Including equipments.	Is that mean construction of a independent laboratory with required Equipment? What will be the required area for Laboratory?	Shall be provided with the required equipments as per tender and it will be accomodated within the batching plant complex .
13	SCC/GCC: Clause No: 2.1.5	The supply of RMC is in final stage of project. Requirement of RMC is expected to taper down towards the end of the contract period. If for any reason, additional quantity of RMC is required beyond the contractual quantity (+30%), the vendor shall provide the same at a mutually agreed price. However, the agency shall be provided in advance (2 months minimum) of such requirement to arrange construction material.	To complete the RMC pacakge 09(Nine) months time line is mentioned, we didn't find any cut off time line for supply max. 130% of Contract qty. .Please confirm. Again, what will be the time line of supplying beyond 130%. Is it possible to mention now?	Clarified as per SI No 2 & 3 above.
14	SCC/GCC: Clause No: 10.1	Completion of Supply of Concrete: 9 (Nine) months from date of start of first supply of RMC , as certified by Construction Manager, BHEL.		
15	SCC/GCC: Clause No: 30.1.1	Start of production of Concrete within 30 days from the date of written information by BHEL.	It is very impractical to Supply the RMC within 30 days (as mentiond in tender documents) using CDST facility. To import the aggregates from India or UAE including opening the LC, Bin permission from BHEL/BIFPCL again permission from BHEL/BIFPCL to relaes the materials from Customs 75-95 days will required to complete the whole cycle to receive the aggregates at site. However, we are requesting to BHEL to confirm, if need the concrete within 30 days , bidder to be procured the materials locally and BHEL Should inform the bidder for how much quantity BHEL need for this transition period (90 days from received the written order from BHEL) , so that cost estimate to be done accrodingly. Kindly Confirm	Clarified as per SI No 4 above.

16	SCC/GCC: Clause No: 13.1.1	<p>Supplier 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 House hold Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-126 dtd.24-05-2021. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted /not applicable. However, if any of the taxes as mentioned above are paid by the supplier 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 supplier shall obtain prior approval of BHEL before deposition of such taxes. Any tax(es) paid without prior approval of BHEL Site Office shall not be reimbursed at a later stage. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided / arranged by BHEL from Customer based on supplier's documents as above</p>	<p>As we all know that, aggregates is the main components to supply the RMC and the aggregates need to procure from India& UAE. As per the clause no. 13.1.1, of tender documents (Import in Bangladesh) bidder will be able to import the aggregates using CDST exempted facilities. We are considering the rate analysis under the provision of the CDST exempted facilities through out the completion of the Supply of the RMC Package.If the laws changed/removed CDST facility by the Bangladesh Govt, BHEL should confirm to pay the Tax amount additionally as per the rules by NBR/Customs Bangladesh. Please Confirm</p>	<p>Supplier 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 House hold Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-126 dtd.24-05-2021. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted /not applicable. However, if any of the taxes as mentioned above are paid by the supplier 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 supplier shall obtain prior approval of BHEL before deposition of such taxes. Any tax(es) paid without prior approval of BHEL Site Office shall not be reimbursed at a later stage. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided / arranged by BHEL from Customer based on supplier's documents as above</p>
17	SCC/GCC: Clause No: 13.1.2	<p>Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VATS and to be imported within 2 months of award of LOI. Such items shall be re-exported (as required) within six months from the commercial operation date. Documentation for the same to be submitted /maintained by the bidder.</p> <p>However, for reasons not attributable to the bidder, if the temporary erection materials / spares are required to be retained beyond 6 months after declaration of COD, the additional financial implication if any towards re-export shall be reimbursed by BHEL subject to production of documentary evidence in support of such payments. The bidder shall obtain prior approval of BHEL before deposition of such amount.</p>		Clarified as per SI No 5 above.
18	SCC/GCC: Clause No: 11.1	<p>Bidder shall quote their price in USD as per the format of Volume-III,SCH-2: Break Up of total Price Schedule Note: - Ordering Shall be done exclusive of VAT. VAT as & if applicable shall be paid extra by BHEL. VDS as applicable under Value Added Tax and Supplementary Duty Act 2012 shall be deducted by BHEL.</p>	<p>We understand that the RMC rate will be quoted excluding VAT as mentioned in the tender document, considering the deemed export project, if the laws changed/removed deemed facility by the Bangladesh Govt, would BHEL confirm to pay the VAT amount additionally ? Please Confirm.</p>	<p>If benefit of zero rated VAT under Deemed export provision of Value Added Tax and Supplementary Duty Act 2012 is withdrawn by the Bangladesh Govt. during the currency of the Contract, BHEL shall pay VAT extra as applicable for RMC contract with effect from the date of withdrawal or from the date as would be mentioned in the Notification/Circular/Gazette. However, the benefit of input credit available to be set off against output VAT shall be passed on by the Vendor to BHEL.</p>

19	SCC/GCC: Clause No: 26.2	<p>EMD & PB Not applicable.</p> <p>SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY: The Total amount of Performance security shall be Five Percent (5%) of the contract value.</p>	<p>Since this is a Supply Contract, we are requesting to delete the Clause, Coz this will impact on the tender cost.</p> <p>However if not, this is not possible to arrange the SD from Bangladesh Central Bank with Counter bak guranty Part from Indian bank due to current situation of Bangladesh.Please specifically mention the relase clause of SD as it is not mentioned in the tender documents.</p>	Clarified as per SI No 8 above.
20	SCC/GCC: Clause No: 12.2	Balance 5% shall be paid after completion of warranty period of 3 months from the date of completion of work and handing over back of site / land to BHEL/BIFPCL	<p>As this is a RMC supply base project. Retention Money retaining till such period is not rational. Could you quize the period like vendor may claim 3 months after the completion of the project.</p>	Clarified as per SI No 10 above.
21	SCC/GCC: Clause No: 24.2	Guarantee / warranty period shall be 3 months from the date completion of work. Commencement of guarantee period shall be from the date completion of work under this contract as certified by BHEL.	<p>All test results as per FQP will come within 1 Months. However, we are requesting to release the Guarantee/Warranty Money 1st RA Bill with 3rd RA bill and Continued like that for the rest of the billing cycle.elese it will impact Huge on RMC cost.</p>	<p>Guarantee / warranty period shall be 3 months from the date completion of supply work.</p> <p>Completion of supply work shall be considered month wise and Commencement of guarantee period for every monthly batch shall be from the date completion of the respective month under this contract as certified by BHEL.</p>
22	Revised SCC -(Rev 01) shall superceed the earlier SCC attached with NIT.			

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Providing Ready Mix Concrete
for 2x660 MW
Maitree Super Thermal Power Project
at
Moidara Village, Rampal Upazila,
Bagerhat District, Bangladesh



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

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The Special Conditions of Contract (SCC) inscribed hereunder shall be read and construed along with General Conditions of Contract (GCC, Volume-IA) and in case of any conflict or inconsistency, the provision of the Special Conditions of Contract, Volume-IC shall prevail.

1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	<p>The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh.</p> <p>The Bidder shall acquaint himself by a visit to the site, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.</p>
1.2	APPROACH TO SITE
	<p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mongla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessore, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)
2.0	Name of Work
2.1	SCOPE OF THE WORK
	<p>The scope of work includes the followings:</p> <ol style="list-style-type: none"> 1. Procurement, Supply, storing, of approved quality aggregates, Cement, admixtures etc. for concrete of various grades as per details given price schedule of Volume-III of Package-B or elsewhere in the contract document. 2. Establishment of Design mix of various grades shall be as per BS EN-206 and BS 8500or ACI-211.1-91 (2009) & ACI-318 – 2014 or equivalent International Standard or as directed by Engineer in Charge. Some of the design mixes are available at site. Vendor may adopt the existing design mixes or design may be carried out from approved laboratory for Maitree Project. However, trial mix have to be done to establish any New Mix Design / change of source for consumables at Site before adopting. 3. Production of concrete in computerized automatic batching plant of required capacity as per quality norms and as per Field Quality Plan (FQP) approved by Customer. 4. Establishment of Civil Laboratory at site (list of equipment as per annexure-A). The scope shall also include testing of material & concrete in laboratory with necessary equipment for conducting relevant tests as per FQP. Instruments used in Lab shall have valid calibration certificate from authorized agency. 5. Majority of RMC Supply shall be done at batching plant to the transit mixers placed by respective vendors of BHEL. However, if required as per instruction of BHEL, RMC shall be transported to Pouring Point by the RMC Agency.
2.1.2	DELETE

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2.1.3	The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, temporary storage sheds for contractors own use, temporary colony for labour and staff, temporary site offices, constructional plant's transportation/ handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.
2.1.4	Vendor shall maintain proper approach road (all weather condition) in Batching plant area for smooth movement of Transit Mixers and other vehicular movement
2.1.5	<p>The supply of RMC is in final stage of project. Requirement of RMC is expected to taper down towards the end of the contract period. If for any reason, additional quantity of RMC is required beyond the contractual quantity (+30%), the vendor shall provide the same at a mutually agreed price. However, the agency shall be provided in advance (2 months minimum) of such requirement to arrange construction material.</p> <p>If it is observed consecutively for two months that RMC consumption has reduced to less than 1000 cum/month, Vendor shall be allowed partial demobilization of T&P's, manpower & other resources based on mutual agreement.</p> <p>The scope of RMC shall be used to complete all balance civil works required for the Project within this contract. It may be required to retain minimum facilities to provide RMC up to end of Project Completion.</p> <p>If at the closing time of the project if requirement goes below 1000Cum/month, mini weigh batcher/portable batching plant with matching T&P's may be deployed by replacing Batching Plant with mutual agreement at no extra cost to BHEL.</p>
2.1.6	Minimum two-month stock of raw material including admixture are to be maintained all time at batching plant. Also, the agency has to procure approx. 5 % extra construction materials (which are not readily available in Bangladesh) to take care of exigencies. Such material if found surplus towards end shall be dealt as per procedures of NBR guidelines prevailing at the time. :
2.1.7	If in case RMC requirement is not met for non-availability of consumables for reasons beyond the control of the agency and if accepted by BHEL, BHEL may consider to provide major consumables (Coarse aggregate/Cement) FREE OF COST and RMC shall be supplied by Vendor at a mutually agreed price.
2.1.8	SANITARY: -The Contractor shall furnish and maintain sanitary facilities for the use of all personnel engaged in the Work under this Contract. These facilities shall be subject to the approval by the Employer.
2.1.9	The scope shall also include testing of material & concrete in laboratory with necessary equipment for conducting relevant tests as required. Instruments used in Lab shall have valid calibration certificate from authorized agency.
2.1.10	All quality standards& other technical requirements shall be strictly adhered to. The Bidder shall fully apprise himself regarding prevailing conditions at the site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically mentioned in the specifications.
2.1.11	All works under this specification, unless specified otherwise, shall conform to the latest revision and/or replacement of the following or any other British Standard Specifications and Codes of Practice. In case any particular aspect of work is not covered specifically by customer Specification, any other international standard practice as may be specified by the Engineer shall be followed.
3.0	SITE VISIT
3.1	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid in line with the above, site visit confirmation will be required to be submitted by the bidder with the technical bid.
3.1	OPEN SPACE FOR OFFICE & STORAGE

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3.1.1	Open spaces for material storage yard & construction of temporary site office shall be allocated as made available by the customer / BHEL free of cost. Contractor has to make his own arrangements for labour colony including Electricity and water for the labour colony.
3.1.2	Construction of necessary stores and storage of materials shall be in contractor's scope. BHEL shall provide available space as received from customer on mutually agreed basis. Security of stores & work place shall be in Contractor's scope.
3.1.3	REMOVAL OF TEMPORARY FACILITIES When the Work is completed all such temporary structures and facilities shall be removed from the Site and the area shall be restored to its original condition.
3.2	WATER
3.2.1	Construction water of required quality will be made available before start of work at one point within 500 m from work premises free of cost to the Bidder. Bidder has to install minimum 25cum Capacity of water storage tank in Batching Plant area.
3.2.2	Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.
3.2.3	Contractor should arrange on their own, drinking water in their labour colony.
3.2.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.
3.2.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement of water during major concreting.
3.2.6	Construction water shall be supplied for only production of concrete and for that meter shall have to be installed by the vendor. Vendor has to arrange water for maintenance of all batching plant machineries. Separate water storage shall be arranged for service water needs. The availability of water in Maitree project may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.
3.3	ELECTRICITY
3.3.1	BHEL Shall Provide Construction Power free of charge at 415V level at one point (within 500 M from his workplace / batching plant), bidder has to make his own distribution arrangement to draw electricity. However, During Construction Power interruption, vendor has to keep their DG back-up to maintain steady production of Concrete till end of contract. The bidder will have to procure & install adequate area illumination system during construction right from start of his work. This system will include temporary pole lighting, with sufficient DG back-up for area lighting at different working areas for execution of the work & safety of workmen within the quoted rate. The illumination should be such that minimum illumination requirement as specified in specification or any-where for general illumination is maintained. GENERAL: - If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his 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 the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor 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.
3.3.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives / T&Ps are deployed.

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3.3.3	The power supply will be from the available source of customer. 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 contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
3.3.4	Bidder will have to arrange sufficient illumination at their own work areas.
3.3.5	The contractor 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 contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
3.3.6	The contractor 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.
3.3.7	The contractor shall have to make arrangement at their own cost for illumination etc in labor colony. However there may be provision of Chargeable Power for labor colony for which contractor has to install meters and necessary accessories
4.0	TOOLS & PLANTS
4.1	All the tools and plants required for execution of the above work are in contractor's scope.
5.0	MATERIAL SUPPLY
5.1	SUPPLY OF MATERIALS – All requisite approved quality materials viz. cement aggregates, sand, admixtures and consumables (like gas, electrodes etc. and other materials required for the work) shall be supplied by the contractor in time during execution. BHEL shall not supply any materials for this work.
5.1.1	Cement shall be as per Technical specification and BOQ item of the contract
5.1.2	Test certificates in respect of Cement for each consignment to be furnished and also to be tested as per FQP before use. The contractor shall submit the consumption statement of cement used in the works along with bill.
6.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
6.1	The engineer, his duly authorized representative and / or an outside inspection agency acting on behalf of BHEL / owner shall have access at all reasonable times to inspect & examine the materials & workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the vendor shall obtain for the engineer and for their duly authorized representative permission to inspect as if the works were manufactured or assembled on vendor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be vendor's responsibility and same has to be carried out within the quoted price.
6.2	To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
6.3	Before any materials, plant / equipment leaves the place of manufacture, BHEL shall be given the option of witnessing inspections & tests for compliance with specifications & related standards. The vendor shall give the engineer / inspector 15 days' written notice of any material being ready for testing. Such test shall be to the vendor's account except for the expenses of the inspector. The engineer / inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test / inspection, failing which the vendor may proceed with test which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
6.4	The engineer or inspector shall within 15 days from the date of inspection as defined herein give notice to the vendor of any objection w.r.t. drawing / equipment / workmanship which in his opinion not in accordance with the specification / contract. The vendor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
6.5	When the factory tests have been completed at the vendor's or sub-vendor's works, the engineer or inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not

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	witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of vendor's test certificate by the engineer inspector. Completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
6.6	In all cases where the vendor provides the tests at the premises of the vendor or any sub-vendor, the vendor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the engineer/ inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the engineer/ inspector to accomplish testing.
7.0	INSURANCE:
7.1	Insurance for all kinds of damages including transit shall be under the bidder's scope
8.0	DEVIATIONS/ CLARIFICATIONS
8.1	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with his offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
9.0	DEWATERING
9.1	Contractor shall ensure at all times that his work area & approach / access roads are free from accumulation of water, so that the materials are safe and the operation of plant / progressive delivery schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.
10.0	TIME SCHEDULE/ COMPLETION PERIOD
10.1	The entire work under the scope of work shall be successfully completed in all respect as below: <ol style="list-style-type: none"> 1. Completion of Supply of Concrete: 9 (Nine) months from date of start of first supply of RMC, as certified by Construction Manager, BHEL. However, if the contract period is extended beyond 9 months for reasons not attributable to you, the unit rate for items executed in the extended period shall be reviewed and revised based on mutual agreement. 2. Mobilization at site shall be done as per stipulated construction schedule. The exact date of start of work shall be reckoned based on certificate of Construction Manager, BHEL. 3. Approximate monthly RMC output 1500- 2500 Cum of concrete may have to be supplied during peak period. 4. However Actual/daily requirement shall be finalized based on requirement to be indicated by BHEL Engineer on day to day basis.
11.0	PRICE BID
11.1	Bidder shall quote their price in USD as per the format of Volume-III, price schedule (Latest revision) only. Note: - Ordering Shall be done exclusive of VAT. VAT as & if applicable shall be paid extra by BHEL and VDS as applicable under Value Added Tax and Supplementary Duty Act 2012 shall be deducted by BHEL.
11.4	EVALUATION OF PRE-QUALIFICATION CRITERIA.
11.4.1	For finalizing the value under Financial & Technical requirement of Pre-Qualification Criteria, following procedure to be followed for value other than USD:
11.4.1.1	Other currency shall be converted to USD at the selling Exchange Rate of USD as per State Bank of India (SBI) publication on tender floating 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.

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12.0	TERMS OF PAYMENT
12.1	<p>The contractor shall submit his running bill (RA bill) once in a month at the end of each month in line with payment terms / billing schedule indicated below. The RA bill complete in all respects accompanied by BHEL engineers certified / measurement sheet, jointly signed, will be paid after passing of the bill subject to completeness & correctness. The measurement will be taken as specified in terms & conditions of contract and certified by the BHEL engineer of actual work. However, no extra payment shall be made in the event of delay in release of payment.</p> <p>95% pro-rata monthly RA payment shall be considered for payment based on monthly work completion certificate to be issued by BHEL engineer as per approved BBU/Price Schedule.</p> <p>The payment shall be released within 30 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate.</p>
12.2	<p>Balance 5% shall be paid after completion of warranty period of 3 months from the date of completion of work.</p> <p>Completion of supply work shall be deemed monthly and 5% retention for this portion of supply (monthly) may be released after completion of warranty period of 3 months from the date of completion of the respective month.</p>
12.3	Contractor shall make their own arrangement for making payment of impending labour wages and other dues in the meanwhile.
12.4	Contractor have to submit BHEL entry gate pass for cement and other materials required for the work, in absence of which their corresponding RA bills shall not be processed.
12.5	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor shall on the certification of the BHEL engineer at site, be entitled to payment explained hereunder.
12.6	The bills will be submitted to concerned Engineering Department and the same will be sent to BHEL, Site Finance for scrutiny and payment will be made after processing / verification only.
12.7	The measurement will be taken by BHEL engineer as per relevant clause of GCC / specification and certify regarding actual work executed in measurement book and bills for work. However no additional payment shall be made in the event of delay in release of payment beyond the stated period.
12.8	All admissible recovery / adjustment, etc. shall be made from interim payable amount.
12.9	BHEL site at its discretion may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
12.10	<p>Payment shall be made in US Dollar in Bangladesh</p> <p>Since payment shall be made in Bangladesh, Bangladesh, Income Tax shall be deducted, if applicable.</p> <p>The quoted / accepted price shall remain Firm throughout the contract period Including extension period, if any.</p>
13.0	TAXES, DUTIES ETC
13.1	Import in Bangladesh:
13.1.1	<p>Supplier 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 House hold Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-126 dtd.24-05-2021. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted /not applicable.</p> <p>However, if any of the taxes as mentioned above are paid by the supplier 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 supplier shall obtain prior approval of BHEL before deposition of such taxes.</p> <p>Any tax(es) paid without prior approval of BHEL Site Office shall not be reimbursed at a later stage.</p> <p>Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List,</p>

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	Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided / arranged by BHEL from Customer based on supplier's documents as above.
13.1.2	Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VATS and to be imported within 2 months of award of LOI. Such items shall be re-exported (as required) within six months from the commercial operation date. Documentation for the same to be submitted /maintained by the bidder. However, for reasons not attributable to the bidder, if the temporary erection materials / spares are required to be retained beyond 6 months after declaration of COD, the additional financial implication if any towards re-export shall be reimbursed by BHEL subject to production of documentary evidence in support of such payments. The bidder shall obtain prior approval of BHEL before deposition of such amount.
13.1.3	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
13.1.4	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
13.1.5	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be DDP site as such and shall be inclusive of all such requirement.
13.1.6	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take in to consideration Duty Free Export Provisions in source country, as applicable, including that is of GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive. In case of supply from India, Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.
13.2	BANGLADESH VAT
13.2.1	The Supplier shall submit copy of VAT registration Certificate (Musak-2.3), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
13.2.2	The supplier shall raise Tax Invoice (Challan Patra) as per Rule 40(1)(ga)&(cha) i.e Musak-6.3 of the Value Added Tax and Supplementary Duty Rules, 2016 mentioning Name, Address and VAT Registration Number of BHEL site office. Supplier shall note that the Tax Invoice complying with Rule 40(1) (ga)&(cha) i.e Musak 6.3 of the Value Added Tax and Supplementary Duty Rules, 2016 must contain the following details and the format to be duly filled up and signed. BHEL VAT Regn. No. 000761853-0208 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh

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13.2.3	Except otherwise mentioned above all taxes, Charges, Royalties, Cess and any Levy and other Taxes in or outside Bangladesh for input materials supplied, input services for the execution of the contract shall be borne by contractor and shall not be payable extra by BHEL. The bidder shall carry out his due tax diligence and get acquainted with the relevant tax laws in this regard.
13.2.4	Bidders shall quote price in the manner as prescribed in Price Schedule. Evaluation will be done including VAT as and if applicable.
13.2.4.1	The supply of RMC under the contract shall be governed under Deemed Export clause u/s 2(62) of Value Added Tax and Supplementary Duty Act 2012 for Bangladeshi bidders.
13.2.4.2	Bangladeshi bidder shall take in to account the provision laid down u/s 2(62) of the Value Added Tax and Supplementary Duty Act 2012. Provision of Deemed Export u/s 2(62) shall not be applicable for other bidders
13.2.5	VALUE ADDED TAX DEDUCTION AT SOURCE:
13.2.5.1	The contract is being awarded through International Tendering. Payment against the supply shall be made in US Dollars in Bangladesh which will meet Deemed Export Criteria under Value Added Tax and Supplementary Duty Act 2012 for Bangladeshi Bidders. As such, BHEL will not deduct VDS from Bangladeshi Bidders. For Bidders other than Bangladeshi Bidders, VAT as and if applicable, shall be deducted.
13.2.6	INCOME TAX DEDUCTION AT SOURCE:
13.2.6.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Act,2023(and rules made there under) shall be deducted at prevailing rates on Gross Invoice value from the Gross Bill unless Exemption Certificate from the appropriate authority / authorities is / are furnished under Income Tax Laws of Bangladesh
13.2.7	Since payment shall be made in Bangladesh. Bangladesh Income Tax will be deducted, if applicable.
13.2.8	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. Except otherwise pointed out as exempted in Taxes & Duties clause, all other taxes and duties as applicable in source country and in Bangladesh is to Bidder's Account.
13.2.9	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.
13.3	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.
14.0	PRICE VARIATION CLAUSE/ ESCALATION
14.1	Not Applicable
15.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
	To meet the need of construction management at site, contractor shall provide the following services within quoted / accepted rates.
15.1	CUSTOMS CLEARANCE
	The Contractor shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Contractor's personnel.

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	<p>All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor.</p> <p>Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Contractor shall also be responsible for inland transport by barge/ truck/train to the Site.</p>
15.2	<p>RECEIVING, TRANSPORTING, HANDLING AND STORAGE</p> <p>The Contractor shall receive, transport, handle, store and install all materials and equipment furnished under these specifications, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation and unloading facilities (including for the transportation, delivery and receipt of all equipment, materials, Plant to the Site) and to make the required arrangements to secure the necessary facilities for the same.</p> <p>The Contractor shall be responsible for the prompt unloading of all equipment or materials. The Contractor shall pay any demurrage incurred due to delay in unloading and for any other reasons.</p> <p>The Contractor shall handle materials and equipment carefully to prevent damage or loss. The use of bare rope slings for handling will not be permitted unless specifically approved by the Engineer. Special handling devices shall be used when necessary to avoid damage.</p> <p>In addition the Contractor shall also comply with the requirements of Technical Specification with respect to the receipt, transportation, handling and storage.</p>
15.3	<p>PLATFORMS</p> <p>Open platforms shall be constructed by the Contractor or at least 50cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.</p>
15.4	<p>INDOOR STORAGE</p> <p>Indoor storage shed 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 dustproof and ventilated rooms and means shall be provided to maintain the moisture content at required levels, in accordance with Good Industry Practices.</p>
15.5	<p>SHORING</p> <p>Deleted</p>
15.6	<p>WEATHERPROOF COVERINGS</p> <p>Weather proof 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.</p>
15.7	<p>IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES & BUILDINGS</p> <p>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.</p> <p>Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.</p> <p>All vehicles and large equipment furnished and used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores,</p>

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	<p>depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Health, Safety and Environment (HSE) Plan of BHEL.</p> <p>The Contractor shall be liable for and shall provide all aspects of security and security measures for the Site, Employer's site offices and Employer's living accommodation, including guard services, transfer organizations and transport etc.</p> <p>Around-the-clock security presence and operational routine shall be maintained throughout the year. Passes and temporary identification permits shall be issued and examined and access to any part of the Site, the site offices and living accommodation shall be controlled and limited to those who have an authorization.</p>
15.8	<p>EXPATRIATE PERSONNEL</p> <p>The Contractor shall submit to Employer data of all personnel he intends to bring into Bangladesh for the performance of the Work. This data shall include the name and present address of each person, his intended assignment and responsibility in connection with the Work and a concise resume of his experience in the type of work to which he will be assigned. This data shall be submitted to the Employer at least thirty (30) days prior to their expected arrival in Bangladesh.</p> <p>Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.</p> <p>Costs of passports, visas, travel documents, inoculations and other incidental expenses incurred by the Contractor's non-Bangladesh employees and their dependents occasioned by travel to and from Bangladesh shall be borne by the Contractor.</p> <p>All accommodation and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and the Employer shall not have any liability for the same.</p>
15.9	<p>SAFETY</p> <p>The Contractor shall comply with all ordinances and regulations including, but not limited to, National, State, Municipal laws and Department of Labour, Transmigration and Co-operation Regulations, and other Applicable Laws that are in force in the locality of the Works and shall comply with any instructions that may be from time to time issued by Employer. The safety rules and regulations laid down in the Health, Safety and Environment (HSE) Plan are to be strictly adhered to.</p>
15.10	<p>CONTRACT PLANNING AND CONTROL</p> <p>Before starting the Work at the Site, the Contractor shall submit the detail site management organization for approval by the Employer. Such proposals shall show clearly the Contractor's key personnel, classification and qualification with the detailed information and curriculum vitae for above key personnel.</p> <p>The Contractor's Representative, site manager and senior key personnel who will be responsible for working closely with the Employers staff to achieve efficient execution of the Contract shall be competent to conduct meetings and communications in the English language.</p> <p>The management organization shall include a planning and programming tools covering the Work, and shall apply the latest techniques in communication and analysis. The Contractor shall nominate a planning engineer to co-ordinate all planning activities.</p>
15.11	<p>RELEASE OF INFORMATION</p> <p>The Contractor shall not communicate or use in advertising, publicity, or sales release, photographs or other reproductions of the Work under this Contract, or descriptions of the size, dimensions, quantity, quality, or other information concerning the Work unless prior written permission has been obtained from the Employer.</p>
15.12	<p>SAFETY & ACCIDENT PREVENTION</p> <p>It shall be the Contractor's responsibility to maintain throughout the construction period, a safety and accident prevention program satisfactory to the Employer which meets the requirements of Applicable Laws and of all</p>

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	other Governmental Authorities authority having jurisdiction over the Works. The rules and regulations laid down in the Health, Safety and Environment (HSE) Plan must be adhered to at all times.
15.13	SECURITY <p>The Contractor shall be solely responsible for the security of all equipment and materials incorporated or to be incorporated in the Work by him and all equipment, materials, tools, supplies, structures, facilities and others properly used in the execution of the Work while in his care and custody.</p> <p>The Contractor shall conformal so to any specific security requirements of Employer but such compliance shall not relieve the Contractor from the total responsibility for security.</p>
15.14	HOUSING &TRANSPORT <p>The Contractor shall arrange for suitable housing units together with furnishing and utilities in the close proximity of the construction Site for accommodation of all his expatriate personnel. If the services of any expatriate personnel of the Contractor or its Subcontractors.</p> <p>If the Contractor decides in consultation with the Employer that the health or safety of any of his personnel is or might be jeopardized by political or health hazards in Bangladesh, the Contractor may, after forty-eight (48) hours' notice, order its employees and the employees of its Subcontractors and suppliers to return to their headquarters or other safe location, in which case the Work will be deemed to be suspended for the duration.</p> <p>The Contractor shall provide to the extent agreed transport vehicles for use during construction period by the expatriate as well as local personnel.</p>
15.15	PROPRIETARY NAMES <p>Whenever a material or article is specified or described on the plants by using the name of a proprietary product or by using the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quantity desired. Unless otherwise specified, other manufacturers' products which in the opinion of the Employer are equivalent of those specified will be accepted. Such it ems shall be submitted for approval prior to their incorporation in the Works.</p>
15.16	PERFORMANCE OF THEWORK <p>The Contractor shall conduct all Works in such a manner as to cause the least possible disturbance or damage to the environment. In cases where some temporary disturbance or damage is unavoidably caused due to the nature of the work, the Contractor shall, as soon as possible, remove the cause of such temporary disturbance, repair the damage and, in general, restore the affected areas to their original condition to the extent possible and in a manner satisfactory to the Employer, the landowner and any authorities.</p> <p>Prior to commencement of the Work, the Contractor shall provide details of its EMP specifically addressing the following:</p> <p>Environmental management system and manual – policies, standards and procedures, and programs; organization / responsibilities;</p> <p>Training</p> <p>Incident and accident investigation;</p> <p>Management support;</p> <p>Environmental protection, mitigation and restoration;</p> <p>Emergency preparedness and response;</p> <ul style="list-style-type: none"> • Socio-economic plans, including historical and cultural resources; • audit, monitoring and corrective action; • information and records management; and,

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	<ul style="list-style-type: none"> Integration of safety & health requirements with the EMP. <p>All aspects of the EMP and the environment work requirements are the Contractor's accountability and the Contractor, its management and its Site supervisory staff will be held responsible for its implementation.</p> <p>All relevant Health, Safety and Environment (HSE) issues, results of audit and monitoring plans and programs, and HSE performance indicators will be communicated to the Contractor's management and the Employer through daily inspection meetings and reports, weekly construction meetings, monthly meetings, and in terms of the monthly project report.</p> <p>The Contractor shall ensure that he has complete knowledge of all the laws, statutes, statutory instruments, regulations, rules, treaties and conventions (by whatever name or title), environmental protection regimes and other Applicable Laws, in each of the jurisdictions where he shall perform the Work. The Contractor shall also take all necessary measures to protect the atmosphere, ocean, rivers, groundwater, seaports and land from pollution. In any event the Contractor shall promptly use its best efforts to eliminate and clean up any pollution caused, directly or indirectly, by the Contractor or which occurs at the Site, or other sites associated with this Work.</p> <p>The Contractor shall cooperate in all respects with any participant environmental representatives and with governmental persons, and allow them to inspect any and all equipment or operations that they wish to observe. The Contractor shall, at all times, be ready to discuss the implementation of the Contractor's safety, health and environmental protection program.</p>
15.17	INSTRUCTION TO WORKERS (ORIENTATION / INDUCTION) <p>The Contractor shall ensure that all employees, subcontractors, servants and agents (and employees, servants and agents of all Subcontractors) participating in the Work, are advised about the strategy and plan for managing the environmental-social issues related to the work, and on their role and responsibility; instructed on the requirements of environmental laws, rules, regulations and specific permit conditions applicable to the area and the Work; instructed on the application and use of the required personal protective equipment (PPE) for their job duties and functions; and, have received the appropriate training in the use, application and maintenance of PPE.</p>
15.18	RISK MANAGEMENT <p>The Contractor shall clearly state the management methods and techniques to be used to identify potential hazards and risks at any stage prior to the execution of a particular activity. If required, specific procedures shall be developed by the Contractor to eliminate or mitigate the hazard to a safe level prior to the work being authorized. All requirements of the project's environmental impact assessments ("EIA") and other relevant assessments and conditions of approvals accorded by the relevant Governmental Authorities must be considered by the Contractor in the development of the Contractor's Health, Safety and Environment (HSE) Plan, EMP and other related/relevant plans. The Contractor is required to implement a system whereby all risks associated with hazardous substances, whether chemicals, by-products, effluents or waste materials, are minimized and/or eliminated. In conjunction with its emergency plans and procedures, the Contractor shall develop and submit to the Employer's Representative a "Safety Philosophy Document" that details the strategy to be adopted for control and shutdown systems, including alarms and programmable electronic control systems.</p>
15.19	EMERGENCY PREPAREDNESS, RESPONSE & CONTINGENCY PLAN <p>The Contractor shall prepare an Emergency Preparedness, Response and Contingency Plan (a detailed program of action to minimize the effects of an abnormal event requiring prompt actions beyond normal</p>

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	procedures to protect human life, minimize injury and safeguard the environment) for environmental and personal safety emergencies or incidents. This plan shall be found within the Contractor's Safety & Health and/or Environmental Programs. The purpose of the plan shall be to limit insurance and damage to people, property and the environment respectively. The plans, procedures, and trained personnel shall be in place for the duration of the Contract to manage and control emergency situations and incidents in a proper and expeditious manner.
15.20	SERVICING AND FUELLING <p>To ensure adequate response capability in the event of a fuel, ground spill or other spill, all fuel transport vehicles and the Contractor's foreman vehicles shall carry a suitable amount of commercial absorbent material. In addition, floating absorbent pads and booms for spill clean- up on open water shall be kept accessible on the construction Site.</p> <p>All service vehicles and/or equipment utilized for re-fuelling must be equipped with automatic shut-off valves. All equipment or servicing activities with the potential for accidental spills (e.g., oil changes, hydraulic repair, coolants) will require appropriate containment methods to be in place (i.e., storage containers, impervious liners, absorbent materials, etc.) prior to the start of the activity.</p>
15.21	SOIL AND GROUND WATER PROTECTION <p>The Contractor shall develop and implement soil and groundwater protection measures. Protection measures shall include building and impervious floors, where appropriate. The Contractor shall make an assessment of groundwater quality prior to the start of construction and prior to commissioning to demonstrate to Employer's Representative that construction activities have not adversely affected the environment. Groundwater quality shall be monitored throughout the construction phase.</p>
15.22	HEALTH HAZARDS <p>Worker and public health is a critical part of any HSE management program. The Contractor shall control substances and materials that may be a hazard to worker's health. These controls shall be a combination of hazard communication, safe work systems and the controlled handling and disposal of hazardous materials. The Contractor's controls shall commence at contract preparations and procurement stages, where all vendors and subcontractors shall be required to submit Material Safety Data Sheets ("MSDS") for all hazardous materials that will be supplied, provided or brought onto the Site. These MSDSs shall be forwarded to Contractor's HSE Manager for review and records management.</p> <p>In the event hazardous materials are to be used, the Contractor shall carry out assessments according to recognized international standards, to determine if there are any more suitable or less hazardous materials that could be substituted for the original materials. Only when the Project Manager, Employer and his Engineer and the Contractor are satisfied that assessments have been completed, and control measures are adequate to protect worker health, the materials shall be allowed on the project worksite. The Contractor's control measures shall include:</p> <ul style="list-style-type: none"> • Material transport, storage, labelling, packaging, and disposal, • Personnel protective equipment (PPE), • Health surveillance and monitoring, and • Emergency procedures and training. <p>All explosive materials to be used for blasting during Site preparation shall only be handled by approved and qualified personnel. All explosive materials shall be stored in a secure, limited access sites, protected from workers and the public, and removed from the site every day and immediately after use.</p>

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	<p>All radioactive equipment and materials shall only be used by qualified, approved and permitted personnel. Radioactive materials must be stored in approved and protected containers. Radioactive materials and waste products shall not be disposed of on-site but removed in protective containers and disposed at government approved storage and disposal sites</p>
15.23	<p>WASTE MATERIAL MANAGEMENT</p> <p>The Contractor shall ensure that waste management identification, handling, transport and disposal are addressed in the development of their HSE management plans.</p> <p>The Contractor's employees responsible for handling hazardous materials (including wastes) shall receive training and certification in the handling, transport, storage and disposal of chemicals and regulated or hazardous materials. Where applicable, Workplace Hazardous Materials Information System ("WHMIS") certification and training, or its equivalent, shall be made available to employees. Regular written updates shall be included for continued employee awareness.</p> <p>The Contractor shall ensure proper segregation and isolation for wastes that could react together in the event of a leak or other incident. These facilities shall include lockable, fire proof cabinets or storage in shelving units separated by fireproof barriers or walls.</p> <p>The Contractor shall dedicate a space for waste and drum storage. The storage area must be easily accessible for spill containment and emergency response and not be susceptible to flooding.</p> <p>For any waste storage area which could accumulate hazardous gases, vapors, or dust due to the nature of the wastes stored, the Contractor must supply suitable ventilation or other controls to ensure exposure by employees is kept below required minimum standards. Storage areas for hazardous wastes shall be designated as restricted areas and shall be suitably equipped to control an incident involving a leak or spill.</p> <p>The Contractor shall make available suitable fire extinguishing equipment and proper electrical bonding equipment in all areas involving the handling and storage of flammable and reactive wastes.</p> <p>Disposal of wastes by burning will not be allowed on the construction site.</p> <p>Sumps and waste pits shall not be used for waste storage at the work site. Sumps should only be used for temporary control and containment of spills, equipment leaks, etc. If the Contractor encounters former sump sites or waste pits during ground surveys, the Contractor shall identify and investigate the same. If any contamination is suspected, the Contractor shall excavate, remove and where required replace with an approved sump container system.</p> <p>The Contractor shall develop and implement a waste disposal control system. This system shall control every load of waste leaving the worksite, detailing the type of waste disposal, waste origin and destination, approximate weight, date and transport details on a waste manifest/document. These documents shall be audited.</p>
15.24	<p>SPILL RESPONSE AND CONTROL</p> <p>All spills shall be stopped and cleaned up immediately to avoid potential impact to water and soil quality. All spills shall be reported using the Incident Management Process. Under no circumstance contaminated material may be "stored" on the work site.</p> <p>All spills shall be rapidly stopped and appropriately eliminated as defined in the Contractor's Emergency Preparedness, Response and Contingency Plan. Spills shall be contained in a way that will prevent their redistribution. All ground spills shall be contained as quickly as possible through diking, suction methods,</p>

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	<p>excavation and the use of absorbents or other appropriate recovery techniques.</p> <p>A list including the type, quantity and location of the storage of retaining and clean up equipment to be used during construction shall be prepared. The list shall include the procedures and mitigation measures to be used in case of a spill. A written inventory will also be prepared, before starting construction works, including lubricants, fuels, solvents, chemicals and other materials that might be accidentally discharged during construction.</p> <p>All on-site fuel storage tanks shall be located in an impermeable secondary containment area with a holding capacity equal to 110% of the largest tank within the berm. For above ground tanks, the tanks shall be surrounded by a berm, the entire area covered with a suitable commercial absorbent material and with a sealed plastic liner to form an area that can be pumped out in the event of a leak in the tank. A waste handling plan shall be made with the purpose of identifying the procedures necessary for cleaning and disposing of residues from a major spill. In the event of a spill, the Contractor shall make all resources available to contain and clean up the spill. Traffic shall be minimized in and around the spill site.</p>
15.25	<p>NOISE CONTROL</p> <p>Noise level specifications to be followed by the Contractor in design, assessment and monitoring activities are based upon the maximum (acceptable) levels which plant personnel may be exposed during their normal working duties. The Contractor shall be familiar with and comply with the environmental guidelines as issued by the relevant Governmental Authorities in Bangladesh, including the Department of Environment, Government of Bangladesh and other relevant Applicable Laws.</p> <p>All internal combustion motors of vehicles, machinery and equipment used during the construction phase, shall have adequate noise silencers, and shall be kept in good operating conditions, during the entire construction period. Where temporary noise pollution of greater than 85 dBA will occur, temporary silencers shall be used. Equipment noise should not exceed the specified limits at accessible locations.</p>
15.26	<p>CONSTRUCTION TRAFFIC PLANNING</p> <p>The Contractor shall ensure that the construction Site is organized in such a way that pedestrians can move safely and without risk. The Contractor shall firstly select the lowest period of traffic flow for equipment crossings; and secondly, ensure that traffic patterns and entrances to private and public roads for access are not obstructed during construction activities. All site entry will be controlled by vehicular passes. Road closures, on-site and off-site, shall be with the approval of the Contractor's site manager and/or road closure permit. Site traffic shall be minimized and speed limits posted and enforced.</p>
15.27	<p>HOUSEKEEPING</p> <p>All construction debris and other garbage shall be continuously collected and disposed at an approved facility. At the end of each day, all waste material shall be removed from the construction Site and deposited at the approved allocated area. The approved procedures to manage waste shall be specified in the Contractor's waste management plan. All empty hazardous material containers shall be removed from the work area as soon as is practicable. All empty gas containers and bottles shall be returned to their storage area and secured properly.</p> <p>The Contractor's shall prepare a pest and vector control program to address specific site conditions, including a mosquito control program.</p>
15.28	<p>CONSTRUCTION CAMPS</p> <p>The location of work places, camps, areas of storage and installation of works, compression, regulation and communication stations shall be located on levelled land, avoiding areas with non-cohesive soils to avoid erosive processes.</p>

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	<p>Health conditions in the camp shall be controlled in order to prevent contamination of adjacent groundwater or surface water resources. Domestic sewage generated at the construction sites shall be eliminated by two systems of septic/absorption tanks or chemical toilets located on the sites.</p> <p>Solid combustible garbage shall be collected and secured daily, until disposal, to prevent the attraction of livestock, vermins and wild animals. Residue shall be disposed of, along with non-combustible garbage, in a disposal location approved by the Authorities.</p> <p>Upon abandonment, the camp site area shall be cleared of all trailers, piping, cable, insulation, lumber, blockage, metal wastes, etc., and re-graded according to the landscaping concept. These guidelines and procedures for the management of domestic and other waste shall be specified in a plan.</p>	
15.29	SITE REGULATION MANUAL The Contractor shall thirty (30) days prior starting any Work at the Site furnish a detailed and comprehensive site regulation manual for its proposed operation and works on the Site, which shall be based on the site related regulations and requirements in the Contract and which shall be subject to Employer's approval. All work on the Site, shall be carried out in compliance with the so approved site regulation manual.	
15.30	PLANNING & MONITORING	
15.30.1	The bidder shall prepare detail work schedule (L-3) as per the requirement given in this document. This schedule must include all material procurement, Tools & Plant, manpower etc. deployment with key activities for each sub-system / components. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.	
15.30.2	The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities and list of actions requiring attention of BHEL. This schedule is to be preferably made in MS PROJECTS, so that the same is compatible with BHEL's project management software.	
15.30.3	The contractor's site office must have facilities of communications like E-mail, and telephone/mobile facility within a month from LOI.	
15.30.4	PROGRESS REPORTING	
15.30.4.1	The bidder shall submit monthly progress reports for work force, materials reports, consumables (cement, aggregates, admixtures etc.) report and other reports as per pro-forma considered necessary by BHEL.	
15.30.5	PHOTOGRAPHS As & when required.	
15.30.6	SITE ORGANIZATION	
15.30.6.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
15.30.6.2	Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.	
15.30.6.2.1	Qualified safety officers (exclusive for safety supervision for project jobs).	Officer – One No.
15.30.6.2.2	Safety Supervisor	One No for Night Shift
15.30.6.2	Engineer & Quality Assistant for quality inspection.	One no Engineer (Minimum 2 years'

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.3		Experience) One Quality assistants (Diploma In Civil Engineering)
15.30.6.2 .4	Planning/Billing Engineer (exclusively for planning/Billing)	1 Nos (If required by Site)
15.30.6. 3	Deputation of above man-power shall be jointly decided at site in line with requirement.	
15.30.6. 4	Engineer / supervisor for other functions like store & purchase, material management, fin, administration etc. are to be provided as per site requirement and not considered above.	
15.30.6. 5	In the event of non-deputation of safety officer/engineer by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct USD 800 per man-month for engineer, USD 650 per man-month for the safety supervisor / quality assistant.	
15.30.6. 6	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.	
15.30.6. 7	In addition to above, a well experienced qualified engineer to be designated, as Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.	
15.30.6. 8	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.	
15.30.6. 9	The contractor should also submit network programs for the production of various grades of concrete. These networks shall show the BIFCL/ BHEL hold points, which have to be cleared by BIFCL/ BHEL, or their authorized representatives. These programs for the erection would clearly identify responsibilities of the contractor and BIFCL/ BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement of LOI.	
16.0	QUALITY CONTROL & QUALITY ASSURANCE	
16.1	Contractor's engineers & supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets / formats and submit to BHEL for acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. BHEL's authorized representative shall be given free access at all time to such quality related records etc. for inspection, review etc.	
17.0	QUALITY ASSURANCE PROGRAMME	
17.1	The contractor shall arrange for suitable quality assurance programme to control all activities pertaining to the scope of work, as necessary. Such programs shall be outlined by the contractor & shall be finally accepted by BHEL. A quality assurance programme of the contractor shall generally cover the following.	
17.2	Organization structure and qualification data for key personnel of the contractor for the management and implementation of proposed quality assurance programme	
17.3	The procedure for source inspection, incoming raw material inspection, verification of material purchased etc.	
17.4	System for maintenance of records.	
18.0	GENERAL REQUIREMENTS – QUALITY ASSURANCE	
18.1	All materials, and equipment covered under the specification shall be procured, manufactured, erected, commissioned and tested, as applicable, at all stages as per comprehensive quality assurance program. An indicative program for inspection / test, to be carried out by the contractor, for some of the major items is given in the respective technical specification.	
18.2	Field quality plan will detail out the quality practices and procedures etc. to be followed by the contractor's site quality control organization, during various stages of site activities from receipt of material / equipment at site.	

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18.3	BHEL reserves the right to carry out quality audit and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL to carry out such audit.
18.4	Quality audit / approval of the results of test & inspection will not prejudice the right of BHEL to reject an equipment service not giving desired performance and shall not in any way limit the liabilities and responsibilities of the contractor in earning satisfactory performances of equipment/ service as per specification.
18.5	All the latest relevant codes as per technical specification should be available with the contractor at site within 15 days from the date of placement of LOI or otherwise specified by Construction Manager/ Project Manager, BHEL.
19.0	HEALTH, SAFETY & ENVIRONMENT
19.1	REFER DOCUMENT NUMBER: HSEP:14(1) R-06 -MAITREE: VENDOR Date: 18.04.2020 DOCUMENT TITLE: SITE HSE PLAN FOR 2X660MW MAITREE SUPER THERMAL POWER PROJECT
19.2	REFER DOCUMENT NUMBER: HSEOCP:61 R-01 Date: 01.06.2020 DOCUMENT TITLE: Resumption of Construction Activities After Lock Down and Prevention of Coronavirus Infection during Site Operations
19.3	REFER DOCUMENT NUMBER: HSEOCP: 61A R-00 Date:- 27.04.2020 DOCUMENT TITLE: Prevention of COVID-19 Infection in Labor Colony
20.0	SPECIFIC REQUIREMENTS FOR ISO 9002
20.1	Contractors shall ensure that all their staff / employees are exposed to periodical training programs conducted by qualified agencies/ personnel on ISO 9002 Standards.
20.2	Contractor shall ensure that the quality is maintained in all the works connected with this contract at all stages of the requirement of BHEL.
20.3	Contractor shall ensure that all MMDs that are used, whether owned by the contractors or used on loan, are calibrated by the authorized agencies and the valid calibration certificate will be available with them for verification by BHEL. A list of such instruments possessed by the contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
20.4	Contractor shall ensure that fitness certificate of the tools & plants that are in use whether owned by contractor or taken on loan, are tested by authorized agency and the valid fitness certificate is available for verification by BHEL.
20.5	Contractors shall arrange for the inspection of the works at various stages as required by BHEL. The contractors shall take immediate corrective action for the non-conformances if any, observed and pointed out by BHEL.
21.	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE
21.1	Not applicable in this tender.
22.0	OVER RUN CHARGES
22.1	Not applicable in this tender.
23.0	LIQUIDATED DAMAGES
23.1	<p>If the contractor fails to maintain the required progress of work which results in delay in the completion of the works as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage / Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of ceiling specified below. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed, Supplementary / Additional Items and PVC.</p> <p>If Completion of work goes beyond specified contract period 9 (Nine) months from date of start of work, as certified by Construction Manager, BHEL, LD will be imposed with maximum LD amount shall be 10 % of total contract value.</p> <p>BHEL shall deduct the amount of such LD from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees / security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.</p>

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	BHEL reserve the right to cancel the order/ contract or a portion thereof at the risk & cost of the contractor and the contractor shall be liable to BHEL for any excess costs thereof.
24.0	GUARANTEE / WARRANTY
24.1	The contractor will be responsible for the quality of concrete supplied, quality of materials / design of concrete mix. In case the concrete fail to give the required strength, the cost of re-test, demolition & other cost / charges shall be recovered from the vendor. Decision of Engineer in this regard is final & binding on the vendor.
24.2	Guarantee / warranty period shall be 3 months from the date completion of supply work. Completion of supply work shall be considered month wise and Commencement of guarantee period for every monthly batch shall be from the date completion of the respective month under this contract as certified by BHEL.
25.0	EXTENSION OF TIME FOR COMPLETION
25.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract / completion period due to reasons not attributable to contractor, the contractor shall make request for an extension of the contract and BHEL at its discretion may extend the contract.
25.2	Based on review of agreed & jointly signed L-3 / construction schedule (as enumerated in the tender), the balance work at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to contractor. Further 'Time extension' or 'Time extensions' at the end of previous extension shall be worked out similarly.
25.3	However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty / LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
25.4	A joint program shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done.
25.5	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
25.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable solely to contractor after adjusting delay attributable to BHEL& Force majeure and recoverable from the dues payable to the contractor.
26.0	EARNESTMONEYDEPOSIT(EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
	SECURITY DEPOSIT / PERFORMANCE SECURITY:- The Total amount of Performance security shall be Five Percent (5%) of the contract value.
	Applicable SD amount shall be deducted & withhold from the RA Bills (50% of each RA Bill value shall be adjusted with the SD amount till total deduction of SD).
	EMD- NOT APPLICABLE
26.1	PERFORMANCE BOND
	Performance bond is not applicable.
27.0	CERTIFICATE TOWARDS COMPLETION
27.1	The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL / owner. The decision of BHEL in this regard shall be final and binding on the contractor.
28.0	SPLITTING OF THE CONTRACT
28.1	Not applicable for this tender

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29.0	CIVIL LABORATORY		
29.1	Vendor shall establish and maintain civil laboratory with necessary equipment (as per annexure-A) for conducting relevant tests at site as required. Instruments in Lab shall have valid calibration certificate from authorized agency.		
29.2	Concrete Cubes shall be taken at site as per FQP / instruction of BHEL and the same shall be tested at Site / Govt. approved laboratory / Institution if required at your own cost.		
29.3	Other than above mentioned test, any testing required to be carried out at site as per FQP / joint discussion at site and technical specification have to be arranged by you for all the works at your own cost		
30.0	CONSTRUCTION SCHEDULE		
30.1	Entire work shall be carried out in accordance with the broad supply schedule given below, within the stipulated period. The contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3/ L-4) indicating all major activities and get it approved from BHEL engineer. This schedule will undergo review and based on progress vis-à-vis project requirement, contractor shall have to submit revised schedule for approval of BHEL		
30.1.1	Sl no.	Major Milestone	Time from the date of written intimation by BHEL.
	1	Report to Construction Manager / BHEL Site	5 days
	2	Completion of Installation of 1 st Batching Plant.	20 days
	4	Completion of finalization of Aggregate	10 days
	5	Completion of finalization of admixture	10 days
	6	Completion of finalization & approval of Design Mixes of concrete(if required)	20 days
	7	Start of production of Concrete	30 days
32.2	If required, contractor shall establish mix design for all concrete grades by taking trial mix at site after submission of Design Mix of various Concrete grades or from authorized agency (As per BHEL / Customer approval). Contractor shall ensure adding of admixture and minimizing of cement content in line with relevant BS Code.		
30.3	The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/ BIFCL engineer		
30.4	Above schedule is indicative. The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/BIFCL Engineer.		
31.0	MATERIAL HANDLING		
31.1	No material is envisaged to be issued by BHEL		
31.2	However, all the materials (to be supplied by you) are to be handled by you and you will be solely responsible for safe custody of the same.		
32.0	TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR)		
32.1	Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below. No T&P shall be provided by BHEL		
32.2	It may be noted that the list is not exhaustive and is only for general guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL, if any) measuring (calibrated) instruments & handing equipment to maintain work progress for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor may have to deploy additional T&P. Quoted rate shall be inclusive of such emerging requirements. However, contractor shall submit deployment plan of all T&P along with tender bid.		
32.3	In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, BHEL will be at liberty to arrange the same at the risk & cost of contractor including transportation cost of same from any of BHEL site/ other agency & charges as applicable shall be deducted from contractor's RA bill. Decision of BHEL in this regard will be final & binding on contractor.		

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32.4	Following Major T&Ps to be deployed by contractor of each package within the indicated time from date of LOI / hand over of site which is applicable.	
	Major T&P items	Deployment Schedule from the date of written intimation by BHEL .
32.4.1	1 No. 20'0" x 8'0" office Porta Cabin	Within 20days
32.4.2	1 no. Pay loader	Within 25days
32.4.3	1 no JCB	As per requirement
32.4.4	1(One) Nos 20-30 CUM/hr capacity Automatic Batching Plant with Printing facility with required Silo for storing of Cement to be commissioned at Site	Mobilization at site within 07 days & Installation within 25 days
32.4.5	1 No Weigh Batcher/Mini Batching Plant --- During terminal period of the contract when RMC supply shall be less than 1000 Cum/Month OR regular daily RMC supply is not required.	As per requirement on mutual agreement with BHEL.
32.4.6	Transit Mixers	1 No
32.4.7	1 No. dumper	1 no within 25 days
32.4.8	1 Nos. self-priming water pump 5HP (diesel / electric)	As per requirement
32.4.9	1 Nos. self-priming water pump 10 HP or higher (diesel/ electric) for pumping water from source to vendors vat.	As per requirement
32.4.10	1 No. DG set of Minimum capacity 150KVA	Within 25 days.
32.4.11	Concrete compressive strength testing moulds-- adequate nos.	Within 25 days
32.4.12	1 no drinking water tank – 2000 lit.	Within 25 days
32.4.13	Portable fire extinguishers as below: Soda acid – 2 sets. Dry chemical powder – 2 sets CO2 – 2 sets. Water & sand bucket (4 buckets in one stand) – 2 sets. Fire hose with nozzle (50 M length) – 2 sets	Within 25 days
32.5	All the batching plants shall be fine working condition and you shall maintain adequate spares to cater immediate day to day maintenance.	
32.6	T&P shown in the above mentioned list are tentative based on planned progress requirement, construction schedule and material availability at site. It is to be reviewed and mutually agreed with CM, BHEL site periodically from time to time for mobilization of major T&Ps, and the same have to be adhered to. No change will be permitted without written approval of Construction Manager, BHEL site. Further requirement will be reviewed time to time at site and contractor will provide additional T&P/equipment to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment.	
32.7	All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.	
32.8	In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof on market Rate.	
33.0	OTHER TERMS	
33.1	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.	

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ANNEXURE – A LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY CONCRETE TESTING EQUIPMENT			
SL NO.	NAME OF TEST	NAME OF EQUIPMENT	SIZE OF EQUIPMENT
1	Initial & final setting time, Consistency of cement	Vicat Apparatus with deskpot	Standard (1 Set)
2	Aggregate Impact value test	Aggregate Impact value testing machine with blowcounter	Standard
3	Flakiness index	Thickness gauge for measuring flakiness index	Standard
4	Elongation Index	Elongation gauge	Standard
5	Bulk density, voids and bulking apparatus	Measuring cylinders	3, 5, 10 & 15 liters cylinders
6	Concrete Compressive test	Digital Compressive Testing Machine with 1000KN / 2000 KN capacity.	2000KN capacity (1no), 1000KN (1No)
7	Cement motor cube casting	Mortar testing mould	Minimum 6 sets (18 Nos) desired.
8	Concrete Cube casting	Concrete testing Mould	Minimum 30 sets (180 Nos) desired considering major concreting activity.
9	Workability of concrete	Slump cone	Standard, at least 02 Nos.
10	Course aggregate Sieve analysis (Concrete & Road Works)	Sieve set	450mm dia GI Frames Size: 125 mm, 90 mm, 75 mm, 63 mm, 53 mm, 40 mm, 20 mm, 16 mm, 12.5 mm, 10 mm, 4.75 mm, Pan and cover (1set)
11	Fine aggregate sieve analysis	Sieve set	Minimum 200 mm dia Brass sieves; Size 4.75 mm, 2.36 mm, 1.18 mm 600 micron, 300 micron, 150 micron, 75 micron, 75 micron, Pan and cover (1 Set)
12	Silt content check	Sand silt content beaker	Standard
Process Control Accessories			
1	Hot air oven	Temperature range 50°C to 300°C	600x600x600mm (1 Nos. minimum. Size)
2	Hot Plate	2000 W	02 Nos.
3	Electronic balance	3 Nos.	600g x 0.01g, 10g and 50 kg
4	Physical balance	5 kg capacity / 10 kg capacity	Weights up to 5 kg/ 10 Kg (1Nos)
5	Physical balance	50 kg capacity	(1 No)
6	Thermometer	Temperature range 0°C to 150°C	Digital 01 Nos.
7	Measuring jars	1 Nos. set of each size	100ml, 200ml, 500ml & 1000 ml
8	Gauging trawlers	2 Nos.	100mm & 200 mm with wooden handle
9	Spatula	1 Nos. each size	100mm & 200 mm with long blade wooden handle

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10	Stainless steel scoop	5 Nos. each	2 kg and 5 kg
11	Venire calipers	1 Nos. each	12" and 6" Sizes
12	Digital pH meter	01 Nos.	.01 mm least count
13	GI tray	01 Nos. each	600x450x50mm, 450x300x40mm, 300x250x40mm

Any other equipment required for testing of materials as per FQP, contractor has to provide within the quoted rate

LIST OF TENTATIVELY APPROVED CEMENT SUPPLIERS PROVIDED HEREUNDER. HOWEVER, IN CASE THE BIDDER PROPOSES TO PROCURE ITEMS FROM OTHER SUPPLIERS, SPECIFIC APPROVAL SHALL BE REQUIRED TO BE TAKEN FROM BHEL/BIFPCL AS PER APPROVED QP. FURTHER BIDDER MAY NOTE THAT LIST CONSISTS OF ONLY TENTATIVELY APPROVED VENDORS. SPECIFIC APPROVAL MUST BE TAKEN FROM BHEL/BIFPCL PRIOR TO EXECUTION AT SITE.

SL. NO.	PROPOSED CEMENT SUPPLIER
1	CCI
2	GUJARAT AMBUJA
3	JK LAXMI
4	JAYPEE
5	GRASIM
6	BIRLA
7	LAFARGE
8	ACC
9	SHREE
10	INDIA CEMENT
11	PENNA CEMENT
12	MADRAS CEMENT
13	PTISM
14	ULTRATECH
15	ORIENT
16	MANCHERIAL
17	JSW
18	ANDHRA CEMENT
19	PARASHAKTI
20	SAGAR
21	MAIHAR
22	HOLCIM BD LTD.
23	MANIKGARH
24	HEILDELBURG CEMENT
25	MEGNA CEMENT
26	SHAH CEMENT
27	CROWN CEMENT
28	EMIRATE CEMENT
29	BASUNDHARA CEMENT
30	SEVEN RINGS CEMENT