



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Tender Change Notice- 01

Ref: BHEL: MSTPP:SWM:24:01:05

Date: 15-02-2024

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| Sub | Tender Change Notice (TCN) - 01. | |
| Job | PRECAST PILE, PILECAP, CIVIL, STRUCTURAL & ARCHITECTURAL WORKS FOR SOLID WASTE MANAGEMENT PACKAGE FOR 2 x 660 MW MAITREE STPP, AT RAMPAL, BAGERHAHT, BANGLADESH | |
| Ref | 1.0 | Tender No: - Ref: BHEL: MSTPP: SWM: 24:01:02, Dated 11.02.24 |
| | 2.0 | Other References, if any. |

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

1) Following changes are to be incorporated/deleted in the approved TCC, of the above-mentioned tender, (revised TCC attached)

- **Clause no 5.3.7:** "If required, BHEL shall intimate the bidder for procurement of steel at least one month in advance. The vendor must comply the required quality of the materials to meet the standard of the job and provide relevant MTCs, documents for acceptance. The manufacturer must be BHEL/BIFPCL approve agency" **(to be deleted)**
- **Clause no 31.7:** "The bidder has to plan and work for 24 hours 7 days a week on shift basis operation" **(to be added)**
- **Clause no 31.8:** "If any work of similar nature is required to be executed within the project premises, the same shall be executed in existing rates, terms and conditions." **(to be added)**
- **Clause no 31.9:** "As the plant is in operation, necessary work permits, movement restrictions, safety clearance, is required to be adhered to as per the norms and practices of MSTPP plan including working in vulnerable areas." **(to be added)**
- **Clause no 31.10:** "As this work is the concluding work in the project, it requires integration with the existing facilities. The bidder shall execute the same and shall be paid under relevant item of the BOQ or under the purview of extra item/works of the contract." **(to be added)**
- **To be added at the end of 2nd paragraph of Clause no 34.5** "However, adequate shift operators, supervisors, etc. must be available for round the clock works."

2) BHEL's reply to the queries raised by bidders. **(attached as Annexure-A)**

3) Extension of due date of offer submission from **17.02.24 to 19-02-2024 (12.00 hrs BST)**

4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Rikash Jyoti Dutta
Dy. General Manager
Bharat Heavy Electricals Limited
2x660 MW MSTP Project
Rampal, Bagerhat, Bangladesh

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| TENDER NO – Ref: BHEL: MSTPP:SWM: 24:01:02 | | |
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TENDER NO:Ref: BHEL: MSTPP:SWM: 24:01:02

VOLUME -IF

TECHNICAL CONDITIONS OF CONTRACT

FOR

**Precast Pile, Pile cap, Civil, Structural & Architectural
Works for Solid Waste Management Package For
2x660 MW Maitree STPP, at Rampal, Bagerhat,
Bangladesh**



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

POWER SECTOR – EASTERN REGION

PLOT NO. – 9 / 1, DJ – BLOCK,

SECTOR – II, KARUNAMOYEE,

SALT LAKE CITY,

KOLKATA – 700091.

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| 1.0 | PROJECT SYNOPSIS AND GENERAL INFORMATION |
| 1.1 | <p style="text-align: center;"><u>INTRODUCTION</u></p> <p>The Joint Venture of Bangladesh-India Friendship Power Corporation (pvt) Ltd (BIFPCL) intends to construct a 2x 660 MWe, gross coal fired power plant (the Plant, the Maitree-STPP Project or the Project) in the district of Khulna for which BIFPCL firms as Employer, utilizing high availability, high efficiency steam cycle technology. The Bidder shall acquaint himself by a visit to the site, if felt necessary, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.</p> <p style="text-align: center;">A. Project Information & Location:</p> <p>Project Title: Maitree 2 x 660 MW coal fired STPP Plant capacity: 1320 MW (2 units of 660 MW each) Type of project: Green field Owner: Bangladesh-India Friendship Power Corporation (pvt) Ltd (BIFPCL) Location co-ordinates: Maitree-STPP Project is geographically located between 22° 37'0" N to 22°34'30"N and 89°32'0"E to 89°34'5"E Town & City: Politically, the site is located in Rampal Upazila of the Bagherat District in the Rajnagar Union</p> <p style="text-align: center;">B. Meteorological Condition:</p> <p>i. Site Elevation: NGL of plant is approximately +5.00 meters. ii. Seismic zone: Site specific studies shall be carried out by BHEL to determine the design acceleration response spectrum. Peak spectral acceleration shall be determined, but shall be not less than 0.12g. iii. Site climatic conditions:</p> <p>Average Site Condition ASC</p> <p>a) Ambient Temperature: 27.3 °C b) Ambient Humidity 87 % c) Ambient Pressure 1007.6 mbar d) River Water Temperature: 29.8 °C</p> <p>Summer Site Condition SSC</p> <p>a) Ambient Temperature 36.9 °C b) Ambient Humidity 60 % c) Ambient Pressure 1007.9 mbar d) River Water Temperature: 33 °C</p> <p>Winter Site Conditions WSC</p> |

- a) Ambient Temperature 12.2 °C
- b) Ambient Humidity 100 %
- c) Ambient Pressure 1017.2 mbar
- d) River Water Temperature: 20°C

Reference Site Conditions RSC

- a) Ambient Temperature 31 °C
- b) Ambient Humidity 88 %
- c) Ambient Pressure 1007 mbar
- d) River Water Temperature: 32°C

- iv. **Rainfall:** The maximum rainfall occurs during the Monsoon Season by varying between 300 mm and 350 mm with almost no rainfall during the Winter Season.
- v. **Evaporation:** Average evaporation in the project area 3 - 5 mm/day
Peak evaporation 16 mm/day during July.
- vi. **Marine conditions:** The tidal range varies between 1.2 and 3.1 meters. The mean water level (CD) is about 0.87 meters (PWD=CD –1.17 meters). The mean high water level varies due to spring-neap tide conditions between +1.60 m and +2.6m PWD. The Highest High Water Level (HHW) is about +3.1m PWD and the Lowest Low Water Level (LLW) is about – 1.4m PWD.
The surface water temperature ranges between 22.9°C and 33.0°C.
- vii. **Wind data:**
Basic wind Speed - 73 m/s
Exposure C

The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moidhara Village, Rampal Upazila, Bagerhat District, Bangladesh.

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.

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| | <div data-bbox="380 243 1433 877"> </div> <div data-bbox="558 909 1333 940"> <p>LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT</p> </div> <div data-bbox="380 940 1399 1650"> </div> <div data-bbox="558 1682 1333 1713"> <p>LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT</p> </div> |
| <p>1.2</p> | <p>APPROACH TO SITE</p> |
| | <p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from 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> |

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| 1.3 | Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED) |
| 2.0 | SCOPE OF THE CONTRACT |
| 2.1 | SCOPE OF WORK: _Precast Pile, Pile cap, Civil, Structural & Architectural Works for Solid Waste Management Package For 2x660 MW Maitree STPP, at Rampal, Bagerhat, Bangladesh |
| 2.2 | <u>BUILDINGS / STRUCTURES:</u> The scope of works covers Precast Pile, Pile cap, Civil, Structural and Architectural works for Solid Waste Management for Maitree STPP Unit-1 & 2, including supply of all materials, labour, tools and plants. The scope of work mainly comprises of Landfill including associated civil structures including control room, roads, drains, misc works for successful operation of the solid waste management system. |
| | GENERAL |
| 2.3 | All necessary parts, and works necessary for transport, storage and erection purposes. |
| 2.4 | Deleted |
| 2.5 | The Work shall include everything required and necessary to finish the Work properly, notwithstanding that every item of labour or materials or accessories required to make the installation complete may not be specifically mentioned. |
| 2.6 | Deleted |
| 2.7 | Deleted |
| 2.8 | The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipment, tools and plants, temporary works, supplies including POL, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, concrete, earthwork other allied works, preparation of bar bending schedules on the basis of construction drawings, preparation of fabrication drawings etc. are included on the rates of items of work. Works shall only be carried out with approved drawings. |
| 2.9 | The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials remove shall be burnt or otherwise disposed of as directed by the Engineer-in-Charge excluding stripping. No separate payment for these operations shall be made. The cost of all these operations shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities unless specifically provided in the BOQ. |
| 2.10 | All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts. |
| 2.11 | The unit rates shall include all material equipment, fixtures, labour colony, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects. |
| 2.12 | The unit rates for various items of B.O.Q shall include all the stipulations mentioned in Section C and technical specifications under Section D and nothing extra over B.O.Q rates shall be payable. |
| 2.13 | Drawings showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible. |
| 2.14 | The bidder should fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the |

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| | specifications. |
| 3.0 | SITE VISIT |
| 3.1 | <p>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.</p> <p>Bidder may please note that the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible for construction of the solid waste management system.</p> |
| 3.1 | OPEN SPACE FOR OFFICE & STORAGE |
| 3.1.1 | <p>Open spaces for material storage yard & construction of temporary site office may be allocated as made available by the customer / BHEL free / hire charges.</p> <p>Contractor has to make his own arrangements for labour colony including Electricity and water. If electricity is made available for the colony, actual metered charges with 5% BHEL overhead shall be chargeable to the contractor and recovered from RA bills.</p> |
| 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 | <p>REMOVAL OF TEMPORARY FACILITIES</p> <p>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.</p> |
| 3.2 | WATER |
| 3.2.1 | <p>BHEL will provide construction water at one point or at mutually agreed points within approximately 500 m from work premises, free of cost to the contractor. Any breakdown at the water source provided by BHEL, disruption shall be contained maximum for one day. For such period, bidder has to arrange necessary preservation as per 3.2.6.</p> <p>Bidder to note that no ground water is allowed for construction purpose by the project authority.</p> |
| 3.2.2 | Further necessary network for construction 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. |
| 3.2.6 | The availability of water (construction as well as drinking) 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 | <p>CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK: -</p> <p>BHEL Shall Provide Construction Power free of charge at 415V level at one/two point (within 250 M from his workplace), bidder has to make his own distribution arrangement to draw electricity.</p> <p>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</p> |

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| | <p>lighting/portable lighting towers with sufficient DG back-up for area lighting at different working areas for execution of the work & safety of workmen within the quoted rate.</p> <p>The illumination should be such that minimum illumination requirement as specified in specification or any-where for general illumination is maintained.</p> | |
| 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. | |
| 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 | Deleted | |
| 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 HANDLING (BHEL ISSUED MATERIAL) | |
| 5.1.1 | Reinforcement (TMT bar) earthing Strip/Bar, structural steel (MS plate/ ISMB/ channel/ angle/ chequered plate/ stainless steel plate/liner excluding embedment) only will be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by the contractor and quoted rates shall be inclusive of this. Please note that BHEL will only issue the above free materials if has written in the description of the BOQ. | |
| 5.1.2 | Vendor has to arrange lifting, shifting & transportation of TMT bar or other free issued material from BHEL store without any additional cost. | |
| 5.1.3 | BHEL reserve the right to recover from the contractor any loss arising out of damage/ theft or any other causes of the materials issued to him at any point. | |
| 5.1.4 | <p>The plant is under operation and open land (very limited space) for storage shall be provided by BHEL on free of cost basis as per availability.</p> <p>You shall maintain one centralized fenced store cum bar bending yard.</p> <p>You shall make complete arrangement of necessary security personnel, to safeguard all such materials in your custody. Materials issued will be used only for construction of permanent work. You shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.</p> <p>Fencing of the steel storage yard, reinforcement bending yard area etc. are to be done by the contractor at his own cost. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up-keepment of the open yard/ land by removing grass, bushes trees etc. and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard.</p> | |
| 5.1.5 | The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material. | |

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| | However, any considerable delay in providing materials by BHEL, the events must be properly recorded for Delay Analysis at the advent of PVC claims (if any) under the scope of the contract. |
| 5.1.6 | Excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such clotting of and/ or rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. |
| 5.1.7 | No material shall be issued to the contractor except as those indicated above, i.e. steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL. |
| 5.1.8 | The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of monthly computerized reconciliation statement of such account to the BHEL. |
| 5.1.9 | Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/ scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same. |
| 5.1.10 | The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL. |
| 5.1.11 | BHEL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL. |
| 5.1.12 | Deleted |
| 5.1.13 | No separate rate will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job. |
| 5.1.14 | Bidder's scope of handling of steel under the scope of this tender includes stacking/ storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers Bidder's quoted rate/ price shall be in consideration to this. |
| 5.2 | DELETED |
| 5.3 | ISSUE OF STEEL Steel shall be provided only against those items of the BOQ where it is specifically mentioned that Steel shall be supplied by BHEL as free of cost |
| 5.3.1 | The steel shall be issued to the contractor free of cost on the following basis. |
| 5.3.1.1 | Structural steel (MS plate, angle, channel, ISMB, Stainless steel plate/Liner, chequered plate and EOT crane rails) – Weighment basis (unit – MT). |
| 5.3.1.2 | Reinforcement steel(TMT) and earthing rod (MS round) – Weighment basis (unit – MT). |
| 5.3.2 | All the steel (structural steel, reinforcement, earthing strip/bar) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on the sectional weights. |
| 5.3.3 | In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding. |
| 5.3.4 | The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores and no claim for extra payment because of issue of non-standard length will be entertained. |

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| | BHEL Site / Store have stock of structural steel packing boxes / crates. Structural steel members from these crates / boxes may be used for miscellaneous structural steel works. These materials shall also be issued to the bidder on as is where is basis available at project site / store yard. | | |
| 5.3.5 | In case MS flats as required in the fabrication of structures are not available, you shall cut such width out of the available MS plates to make flats at no extra cost till such material is available and procured by BHEL. | | |
| 5.3.6 | The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by contractor from BHEL stores. | | |
| 5.4 | ISSUE OF READY-MIX DESIGN(RMC): | | |
| 5.4.1 | The RMC shall be issued to the contractor free of cost as per item of the Price Schedule. The vendor has to plan and intimate BHEL through RFI in advance. | | |
| 5.5 | Quarterly requirement of steel must be positively submitted by the contractor at the last month of the previous quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement. | | |
| 5.6 | Bidders to ensure that no lamination materials are taken over by them from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL | | |
| 5.7 | Bidder to note that steel required for his enabling job like store/ site office etc. shall be arranged at his own cost. | | |
| 5.8 | RETURN OF MATERIALS | | |
| 5.8.1 | RETURN OF STEEL INCLUDING SCRAP | | |
| 5.8.1.1 | All surplus steel and all wastage materials will be taken back on weightment basis. | | |
| 5.8.1.2 | Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately at a place directed by BHEL/ engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges. | | |
| 5.8.1.3 | Scrap generated after reconciliation shall be the property of BHEL. All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weightment basis and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due to handling and transportation and incidental charge. | | |
| 5.8.1.4 | Scrap for reinforcement steel and structural steel shall be returned separately | | |
| 5.9 | RMC & STEEL CONSUMPTION AND WASTAGE | | |
| 5.9.1 | READY MIX CONCRETE (RMC) WASTAGE | | |
| 5.9.1.1 | Allowable wastage – One and quarter (+1.25%) of theoretical consumption of RMC unless specified otherwise in the technical specification. | | |
| 5.9.1.2 | For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates. | | |
| | SL | RMC consumption | Basis of issue & penal recovery |
| | C-1 | Theoretical consumption (without considering any wastage or loss). | Free |
| | C-2 | Actual consumption being Limited to plus one and half percent (+1.25%) of aforesaid theoretical consumption towards allowable wastage. | Free |
| | C-3 | Actual consumption beyond one and half percent (+1.25%) of above (C-1). | Penal rate |

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| 5.9.5 | REINFORCEMENT STEEL CONSUMPTION | |
| 5.9.5.1 | The theoretical consumption of various diameters of reinforcement and earthing MS round shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances. | |
| 5.9.5.2 | Actual consumption = Issue – Surplus | |
| 5.9.5.3 | Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL store along-with relevant documents. However, cut pieces of length greater than or equal to 5.0 m in good condition as per judgement of the engineer shall be treated as surplus steel. If contractor deposits/returns steel more than the allowable wastage quantity to BHEL as specified in clause No. 5.10.1 & 5.12.1 then same quantity will be considered for penal recoveries. | |
| 5.9.5.4 | Wastage = Actual consumption – Theoretical consumption. | |
| 5.10 | REINFORCEMENT STEEL WASTAGE | |
| 5.10.1 | Allowable wastage – One and Half Percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage. | |
| 5.10.2 | Wastage and scrap shall be as per actual weightment basis. | |
| | SL | Basis of issue & penal recovery |
| | R-1 | Theoretical consumption (without considering wastage and scrap or loss) |
| | R-2 | Wastage limited to plus one and half percent (+1.5%) of aforesaid theoretical consumption (R-1) towards allowable wastage. |
| | R-3 | Wastage beyond one and half percent (+1.5%) of the theoretical consumption above (R-1). |
| 5.11 | STRUCTURAL STEEL CONSUMPTION | |
| 5.11.1 | Deleted | |
| 5.12 | Deleted | |
| 5.13 | COPPER STRIP/BAR/GI STRIP/CONDUCTOR CONSUMPTION | |
| 5.13.1 | The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances. | |
| 5.13.2 | Actual consumption = Issue – Surplus. | |
| 5.13.3 | Surplus = Un-tempered, unused, uncut quantity of steel returned by the contractor to BHEL store. | |
| 5.13.4 | Wastage = Actual consumption – Theoretical consumption. | |
| 5.14 | COPPER STRIP/BAR/GI STRIP/CONDUCTOR - WASTAGE | |
| 5.14.1 | Allowable wastage – 0.5% (Half percent) of the theoretical consumption shall be considered. | |
| 5.14.2 | All wastage reinforcement, MS round/Copper Strip/Copper bar, structural steel including excess wastage shall be returned to BHEL. | |
| 5.15 | RECONCILIATION OF BHEL ISSUED MATERIALS | |
| 5.15.1 | The contractor shall submit a reconciliation statement of RMC and steel issued to him once in every two months. The same may be submitted along with each RA bill. Reconciliation shall be done on total concrete consumed for various grades combined | |

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| | together and recovery if any shall be done at prevailing highest rate amongst the grade of concrete consumed. | |
| 5.15.2 | At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site. | |
| 5.15.3 | If it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified. | |
| 5.15.4 | The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials. | |
| 5.16.0 | RECOVERY OF MATERIAL | |
| 5.16.1 | If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below. | |
| 5.16.2 | PENAL RATE OF MATERIALS | |
| | Item | Penal rate (BDT) |
| | Reinforcement steel etc. | BDT 125000 /- per MT. |
| | Structural steel/GI Flat | BDT 170040 /- per MT. |
| | Tined Copper Strip/Bar/Conductor/SS Plate | BDT 981000 /- per MT. |
| | Ready Mix Concrete (RMC) | 105% of BHEL purchase cost of Grade Of Concrete. |
| 5.16.3 | The contractor shall ensure that all wastage material (reinforcement & structural steel, GI Flats, Copper strips & bars, SS plates, conductors) shall be deposited to BHEL store with proper weighment certification as per instruction of BHEL. The total wastage quantity is the property of BHEL and non-return of such quantity shall attract penal recovery as per above. BHEL shall inspect contractors work area & storage yard to ensure that no scraps are lying unreturned to BHEL. | |
| 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 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. | |

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| 6.4 | The engineer or inspector shall within 15 days from the date of inspection as defined herein give notice to the vendor of any objection w.r.t. drawing / equipment / workmanship which in his opinion not in accordance with the specification / contract. The vendor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract. | |
| 6.5 | When the factory tests have been completed at the vendor's or sub-vendor's works, the engineer or inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued 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 | |
| | The contractor shall make available the original insurance cover(s) taken by him, against his T&P, assets and workmen compensation and any other cover as may be pertinent to his works and obligatory in terms of law, to BHEL for necessary verification in regard to their adequacy, before commencement of work. However, irrespective of such verification/ acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of the contract shall be of the contractor alone. Such insurance covers to be taken shall be in the joint names of the owner and the contractor. The contractor shall however be authorized to deal directly with the Insurance company(s) and shall be responsible in regard to maintenance of such insurance covers. Insurance covers to be taken by BHEL / Customer shall be as stipulated under relevant clause of Volume-IB. | |
| 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 erection / progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL. All dewatering pumps including high capacity pumps and diesel engine driven pumps are to be provided by successful bidder within finally accepted rates. | |

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| 10.0 | TIME SCHEDULE/ COMPLETION PERIOD | | | | | | | | | |
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| 10.1 | <p>The entire work under the scope of work shall be successfully completed in all respect within 7 (Seven) months from date of start of work, as certified by Construction Manager, BHEL.</p> <p>Mobilization at site shall be done within 15 days from date of written intimation from BHEL. The exact date of start of work shall be reckoned based on certificate of Construction Manager, BHEL.</p> <table><tr><th>SI No</th><th>Structure / Area</th><th>Broad completion Schedule (from Date of start of work)</th></tr><tr><td>1</td><td>LANDFILL POND</td><td>1st Cell within 3 Months ready to use All balance cells within 7 months</td></tr><tr><td>2</td><td>All other associated works including Control Room, roads, drains, misc pedestals, and balance works of Solid Waste Management</td><td>Within 7 Months</td></tr></table> <p>NOTE:(1) The above broad schedule has been prepared in line with L2 schedule of BHEL & BIFPCL. Contractor shall also responsible to complete the foundations/structures in their scope of contract within schedule time frame as prescribed/finalized by BHEL/BIFPCL.</p> <p>The purpose of the schedule is timely commencement of work in identified critical areas and completion of the is as per time duration specified in the contract document as above. If for any reasons, the successful vendor fails to progress satisfactorily or the priorities of the structures changes or BHEL feels that a particular structure cannot be completed in line with the project requirement/schedule, in such cases BHEL reserves the right to exclude part or full scope of those critical/priorities structures from the vendor's scope of work and decision of BHEL shall be final and binding to the Vendor. However, BHEL shall ensure minimum 50% of the contract value to be executed within the provision of the contract.</p> <p>(2) Minimum 50 Nos Civil workmen at site is to be mobilized at site initially which shall be progressively increased to 150 Nos within two months and subsequently increased based on monthly L-3 / L-4 schedule of programme.</p> <p>(3) Minimum labour as mentioned is to be deployed to start work in multiple work front as required by BHEL.</p> <p>(4) Procurement of BOIs/imported items to be ensured on time for timely completion.</p> <p>(5) To meet project requirement, it is envisaged that night shift working has to be done for which manpower deployment along with Engineers/Supervisors /Safety personnel with matching T&P's has to be arranged.</p> | SI No | Structure / Area | Broad completion Schedule (from Date of start of work) | 1 | LANDFILL POND | 1 st Cell within 3 Months ready to use All balance cells within 7 months | 2 | All other associated works including Control Room, roads, drains, misc pedestals, and balance works of Solid Waste Management | Within 7 Months |
| SI No | Structure / Area | Broad completion Schedule (from Date of start of work) | | | | | | | | |
| 1 | LANDFILL POND | 1 st Cell within 3 Months ready to use All balance cells within 7 months | | | | | | | | |
| 2 | All other associated works including Control Room, roads, drains, misc pedestals, and balance works of Solid Waste Management | Within 7 Months | | | | | | | | |
| 11.0 | PRICE BID | | | | | | | | | |
| 11.1 | Bidders should quote prices in BDT as per format, Volume-III-Price Schedule provided in the tender. Bids shall be evaluated based on total price quoted. | | | | | | | | | |
| 11.2 | Quantities of BOQ items may vary to any extent or may be deleted all together. However, the overall variation in contract value shall be limited to (+/-)30% of the awarded price | | | | | | | | | |

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| 11.3 | The main layout drawing is under preparation and the final drawings are expected within a reasonable time. However, before the start of work, the actual quantities shall be known. In case of any substantial reduction in quantities which may lead to a deviation of more than (+/-)30%, the deployment of T&Ps/men and materials shall be revised based on mutual agreement between the bidder and BHEL. There will be no change in the unit rate of the items. |
| 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 | DELETED |
| 12.2.1 | DELETED |
| 12.2.2 | DELETED |
| 12.2.3 | DELETED |
| 12.2.4 | DELETED |
| 12.3 | Balance 5% of contract value shall be paid against FAC (Final Acceptance Certificate) to be issued by BHEL / BIFPCL after completion of Guarantee/Warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period, subject to the followings: |
| 12.3.1 | (i) Receipt of certificate that all works are completed in all respects; |
| 12.3.2 | (ii) Reconciliation of materials / T&P / MMD; |
| 12.3.3 | (iii) Completion of final bill formalities and |
| 12.3.4 | (iv) Handing over to BHEL. |
| 12.3.4.1 | <p>For release against BG of 5% balance CV amount, BG should be submitted from any Scheduled Bank in India.</p> <p>In case of any Non-Indian Bank BG of local Bangladesh Bank, the same is to be countered guaranteed from any scheduled Bank from India.</p> <p>However, in case BG of local Bangladesh Bank cannot be submitted with counter guarantee from any scheduled Bank in India, BG from State Bank of India, Dhaka Branch can be submitted.</p> |
| 12.4 | Contractor shall make their own arrangement for making payment of impending labour wages and other dues in the meanwhile. |
| 12.5 | Deleted |
| 12.6 | 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. |
| 12.7 | The bills will be sent to BHEL execution Engineer, for scrutiny and certification, for further processing by Site Finance for payment |

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| 12.8 | The measurement will be taken by BHEL engineer as per relevant clause of GCC and certify regarding actual work executed in measurement book and bills for work. However no additional payment shall be made in the event of delay in release of payment beyond the stated period for reasons beyond the control of the Client. | |
| 12.9 | All admissible recovery / adjustment, etc. shall be made from interim payable amount. | |
| 12.10 | BHEL site at its discretion upon receipt of request from Vendor may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work. | |
| 12.11 | DELETED | |
| 13.0 | DELETED | |
| 14.0 | TAXES, DUTIES ETC | |
| 14.1.0 | IMPORT DUTIES: Exemption of Duties/Taxes imposed on imported goods/equipment for implementing Rampal 1320 MW (Coal-based) Friendship super Thermal power project under Bagerhat district of Khulna Division operated by Bangladesh-India Friendship Power Company (Pvt) Limited (BIFPCL) | |
| 14.1 | <p>As per Special Regulatory Order # 126 of 2021 dtd 24.05.2021 it is to be noted that all imported goods/ equipment for implementation of the 1320 MW Rampal project shall be exempted from imposable import duties, VAT and supplementary customs duty. (For clear understanding of exemption available, bidder may refer to SRO 126 dated 24th May 2021).</p> <p>During importing temporarily imported erection materials, equipment and spare parts and permanently imported plant and equipment exempted under this order will not be sold or otherwise transferred without payment of duties and taxes imposable on those.</p> <p>Exemption shall not be extended to such goods which the bidder might import for support of their operational activities but not directly attributable for execution of the project such as air conditioner, refrigerators, vehicles, household materials etc.</p> <p>Any documentation needed for availing of Duty-Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.</p> | |
| 14.1.2 | DELETED | |
| 14.1.3 | Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VAT. Such items shall be exported within six months from the commercial operation date. Documentation for the same to be submitted / maintained by the bidder. | |
| 14.1.4 | Any Taxes for exporting material from source country & as applicable in the source country shall be on bidder's account. However, bidder to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the bidder may take into account the benefit of above provisions, as the cost of input to the bidder will be net of such taxes and adjust their offer price accordingly to make it more competitive. | |
| 14.1.5 | Bidder may import the material required for permanent works for which exemption of Custom Duty as per local law shall be applicable provided necessary documents are submitted. | |
| 14.1.6 | <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. Further, any documentation needed for facilitating the Imports like Bill of</p> | |

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| | 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 | |
| 14.2.0 | BANGLADESH VAT | |
| 14.2.1 | The Bidder 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. | |
| 14.2.2 | As per the provisions laid down U/S49(5) of Bangladesh VAT Act 2012, Output Services of the Bidder shall attract ZERO (0) VAT. Thus BHEL shall not do any VDS. Hence Bidder shall not load any VAT on Output Services. | |
| 14.2.3 | Adequate documents for not charging/ claiming VAT from BHEL shall be made available to the Bidder. | |
| 14.2.4 | The bidder shall raise Tax Invoice (Challan Patra) as per Rule 40(d)(v) (Musak-6.3) of the Bangladesh VAT and supplementary Duty Rule,2016 mentioning Name, Address and VAT Registration Number of BHEL site office. | |
| 14.2.5 | <p>Bidder shall note that the Tax Invoice complying with Rule 40(d)(v) of the Bangladesh VAT and supplementary Duty Rule,2016 must contain the 'Bill to' and 'Ship to' details as below:</p> <p>BHEL Bangladesh VAT Regn. No. 000761853-0208 Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh</p> | |
| 14.2.6 | Bidders shall quote price excluding Bangladesh VAT envisaging VAT exemption on the same. In this connection please note that VAT, if and as applicable, on Bidders Quoted Price and in case BHEL is unable to provide exemption documents shall be payable extra. | |
| 14.2.7 | Value Added Tax Deduction at Source: | |
| 14.2.7.1 | BHEL will not deduct any VAT from Bidder's Gross Bill and such bidder need not to load any Output VAT in Bidder's quoted price | |
| 14.3.0 | INCOME TAX DEDUCTION AT SOURCE: | |
| 14.3.1 | Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Act 2023 (and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh | |
| 14.3.2 | Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable. | |
| 14.4.0 | The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job. | |
| 14.5.0 | <p>Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT & Import Duties) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.</p> | |
| 14.6.0 | The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any | |

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| | such liability. Non-Bangladeshi Bidder shall have to obtain Registration under BIDA and shall have to mandatorily comply the norms, as may be prescribed. |
| 14.7.0 | New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date. |
| 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 |
| | <p>The Contractor shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Contractor's personnel.</p> <p>All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor.</p> <p>Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case</p> <p>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 | RECEIVING, TRANSPORTING, HANDLING AND STORAGE |
| | <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> |

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| | <p>In addition, the Contractor shall also comply with the requirements of Technical Specification with respect to the receipt, transportation, handling and storage.</p> <p>If BHEL has to unload of RS, SS, Copper or any other free issue materials before mobilization of the contractor for the interest of the project or If contractor fails to unload the BHEL free issue materials at site for any reason then BHEL shall be unloading the same and the cost of unloading with following rates shall be deducted from contractor RA Bill.</p> <p>i) For RS, SS, Copper or any other materials:- BDT 436/- per MT or actual cost , whichever is higher.</p> | |
| 15.3 | <p>PLATFORMS</p> <p>Open platforms shall be constructed by the Contractor at least 50cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.</p> | |
| 15.4 | <p>INDOOR STORAGE</p> <p>Indoor storage sheds shall be constructed by the Contractor by suitable means for keeping materials and equipment from contact with the ground and to protect it from the environment and outside atmosphere. Sensitive equipment (including inter-alia, electrical, I&C and other equipment) must be kept in dustproof and ventilated rooms and means have to be provided to maintain the moisture content at required levels, in accordance with Good Industry Practices.</p> | |
| 15.5 | <p>SHORING</p> <p>Shoring shall be provided by the Contractor to safely support materials and equipment not less than 30cm above the ground. The ground shall be compacted and concreted or asphalted.</p> | |
| 15.6 | <p>WEATHERPROOF COVERINGS</p> <p>Weatherproof and flame resistant sheeting of sufficient size for outdoor storage shall be provided by the Contractor. The sheeting shall be carefully placed and tied down to prevent moisture and wind from entering underneath the sheeting and to otherwise protect the equipment, materials and other Plant.</p> | |

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| 15.7 | IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES & BUILDINGS |
| | <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, 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>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 |
| | EXPATRIATE PERSONNEL |
| 15.9 | <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 accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and the Employer shall not have any liability for the same.</p> |
| | SAFETY |
| | <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 |
| 15.10 | CONTRACT PLANNING AND CONTROL |
| | Before starting the Work at the Site, the Contractor shall submit the detail site |

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| | <p>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 AND 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 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.</p> | |
| 15.13 | <p>SECURITY</p> <p>The Contractor shall be solely responsible for the security of all equipment and materials incorporated or to be incorporated in the Work by him and all equipment, materials, tools, supplies, structures, facilities and others properly used in the execution of the Work while in his care and custody.</p> <p>The Contractor shall conform also to any specific security requirements of Employer but such compliance shall not relieve the Contractor from the total responsibility for security.</p> | |
| 15.14 | <p>HOUSING &TRANSPORT</p> <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> | |

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| 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 items shall be submitted for approval prior to their incorporation in the Works.</p> |
| 15.16 | PERFORMANCE OF THE WORK <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> <ul style="list-style-type: none"> • Environmental management system and manual – policies, standards and procedures, and programs; organization / responsibilities; Training Incident and accident investigation; Management support; Environmental protection, mitigation and restoration; Emergency preparedness and response; <p>Socio-economic plans, including historical and cultural resources; audit, monitoring and corrective action; information and records management; and, Integration of safety & health requirements with the EMP.</p> <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. 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</p> |

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| | <p>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 | <p>INSTRUCTION TO WORKERS (ORIENTATION/ INDUCTION)</p> <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 | <p>RISK MANAGEMENT</p> <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 | <p>EMERGENCY PREPAREDNESS, RESPONSE & CONTINGENCY PLAN</p> <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 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</p> | |

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| | Contract to manage and control emergency situations and incidents in a proper and expeditious manner. |
| 15.20 | <p>SERVICING AND FUELING</p> <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 | <p>SOIL AND GROUND WATER PROTECTION</p> <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 | <p>HEALTH HAZARDS</p> <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"> <input type="checkbox"/> Material transport, storage, labelling, packaging, and disposal, <input type="checkbox"/> Personnel protective equipment (PPE), <input type="checkbox"/> Health surveillance and monitoring, and |

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| | <p><input type="checkbox"/> Emergency procedures and training.</p> <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> <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 container. 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> |

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| | <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, 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 dB 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</p> |

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| | <p>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> <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 | <p>SITE REGULATION MANUAL</p> <p>The Contractor shall thirty (30) days prior starting any Work at the Site furnish a detailed and comprehensive site regulation manual for its proposed operation and works on the Site, which shall be based on the site related regulations and requirements in the Contract and which shall be subject to Employer's approval. All work on the Site, shall be carried out in compliance with the so approved site regulation manual.</p> | |
| 15.30 | <p>PLANNING & MONITORING</p> | |
| 15.30.1.1 | <p>Within 7 days of placement of order/ LOI by BHEL, successful bidder shall interact with BHEL site for kick-off meeting to discuss & firm up item-wise/ activity-wise schedule of construction so as to complete the entire job within the stipulated completion period, matching with project schedule.</p> <p>The bidder shall prepare detail construction schedule (L-3) as per completion dates</p> | |

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| | given in this document. This schedule must include all milestone and key activities for each sub-system / components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation / construction / erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL. |
| 15.30.1.2 | 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 EXCEL/PRIMAVERA / MS PROJECTS, so that the same is compatible with BHEL's project management software. |
| 15.30.1.3 | <p>You shall also provide 2 (Two) number service staff for miscellaneous service for BHEL's use at site/for reconciliation, progress review & day-to-day planning purpose, documentation, supervision, etc. These facilities are to be provided within 30 days from LOI date or from the date of requirement communicated in writing by BHEL whichever is later till completion of scheduled contract period or up to extended period for the completion of the contract whichever is later.</p> <p>If BHEL do not availed the service of the personnel as per requirement, BHEL shall have the right to deduct the amount as per following rates on prorated basis, from your RA bill or any other dues.</p> |
| 15.30.1.4 | Deleted |
| 15.30.1.5 | @ BDT 30000/-per month for each service staff. |
| 15.30.1.6 | Deleted |
| 15.30.1.7 | DELETED |
| 15.30.1.8 | The contractor's site office must have facilities of communications like Fax, E-mail, and telephone with STD facility within a month from LOI. |
| 15.30.2 | PROGRESS REPORTING |
| 15.30.2.1 | DELETED |
| 15.30.2.2 | The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program. |
| 15.30.2.3 | The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged. |
| 15.30.2.4 | Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement. |
| 15.30.2.5 | Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata / site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. |
| 15.30.2.6 | Deleted |
| 15.30.2.7 | Successful bidder has to provide for electronic/ computerized storing and re-production / printing / plotting of various data, log sheets, protocols, measurements etc. These may be stored in CD (as per requirement) and handed over to BHEL as per requirement. |

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| 15.30.2.8 | PHOTOGRAPHS | |
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| 15.30.3 | SITE ORGANIZATION | |
| 15.30.3.1 | The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date from start of work. | |
| 15.30.3.2 | Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc. | |
| 15.30.3.2.1 | Qualified safety officers with assistants (exclusive for safety supervision for project jobs). | Officer/Assistant – Minimum One No. Manpower and Infrastructure details available in Annexure B. Contractor shall implement / deploy Manpower at site as mentioned in Annexure B. |
| 15.30.3.2.2 | Engineer & Supervisors for quality inspection. | Engineer-One Number Two supervisor |
| 15.30.3.2.3 | Site supervising engineer and supervisors for civil works | Every work area to have minimum one qualified supervisor. |
| 15.30.3.2.4 | Quality engineer for Civil Supervision | One no. |
| 15.30.3.2.5 | Planning Engineer (exclusively for planning) | One no. Engineer |
| 15.30.3.3 | Deputation of above man-power shall be jointly decided at site in line with construction schedule. | |
| 15.30.3.4 | 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. | |
| 15.30.3.5 | In the event of non-deputation of engineer/ supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct BDT 114450/- per man-month for engineer, BDT 70850/- per man-month for the supervisor / safety officer / chemist and BDT 70850/-per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication. | |
| 15.30.3.6 | BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made. | |
| 15.30.3.7 | In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract. | |
| 15.30.3.8 | The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL. | |

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| 15.30.3.9 | The contractor should also submit network programs for the erection of various items. These networks shall show the BIFCL/ BHEL hold points, which have to be cleared by BIFCL/ BHEL, or their authorized representatives before further erection can take place. These programs for the erection would clearly identify responsibilities of the contractor and BIFCL/ BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement from start of work. | |
| 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 joint inspection and acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. BHEL's authorized representative shall be given free access at all time to such quality related records etc. for inspection, review etc. | |
| 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, components and equipment covered under the specification shall be procured, manufactured, erected, commissioned and tested, as applicable, at all stages as per comprehensive quality assurance program. An indicative program for inspection / test, to be carried out by the contractor, for some of the major items is given in the respective technical specification. | |
| 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. | |
| 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 | Repair / rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL. | |
| 18.6 | 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 from start of work or otherwise specified by Construction Manager/ Project Manager, BHEL. | |
| 19.0 | HEALTH, SAFETY & ENVIRONMENT | |
| 19.1 | REFER DOCUMENT NUMBER :-HSEP:14-MAITREE:VENDOR: DATE: 05.05.16 | |
| | DOCUMENT TITLE:-HEALTH, SAFETY AND ENVIRONMENT PLAN FOR 2X660MW MAITREE SUPER THERMAL POWER PROJECT | |

| 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 issued 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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21.0 | INTEREST BEARING RECOVERABLE ADVANCE/ MOBILIZATION ADVANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21.1 | Not applicable for this tender. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22.0 | OVER RUN CHARGES----- NOT APPLICABLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.0 | REVISION ON ACCEPTED CONTRACT RATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23.1 | Not applicable in this tender | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24.0 | PRICE VARIATION CLAUSE / ESCALATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24.1 | <p>In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable</p> <p>85% component of Contract Value shall be permitted to be adjusted for variation in various relevant indices during execution of work. The remaining 15% shall be treated as fixed component</p> <p>The basis for calculation of price variation in each category, their component, Base Index, shall be as under:</p> <table><tr><th rowspan="2">SL NO.</th><th rowspan="2">CATEGORY</th><th rowspan="2">BASE INDEX</th><th colspan="5">COMPONENT ('K')</th></tr><tr><th colspan="3">CIVIL PACKAGES (See Note A/B/C)</th><th>MECHANICAL PACKAGES</th><th>LABOUR ORIENTED</th></tr><tr><td></td><td></td><td></td><td>A</td><td>B**</td><td>C</td><td></td><td>PACKAGES (See Note D)</td></tr><tr><td>i)</td><td>LABOUR (ALL CATEGORIES)</td><td>“Monthly wage rate index by sector: Khulna Division, Sector: Industry (i) Construction” Published by Price & Wage Statistics Section, National Accounting Wing, Bangladesh Bureau of Statistics (BBS), Government of Bangladesh. (Website: www.gov.bbs.bd)</td><td>40</td><td>25</td><td>30</td><td>65</td><td>80</td></tr></table> | SL NO. | CATEGORY | BASE INDEX | COMPONENT ('K') | | | | | CIVIL PACKAGES (See Note A/B/C) | | | MECHANICAL PACKAGES | LABOUR ORIENTED | | | | A | B** | C | | PACKAGES (See Note D) | i) | LABOUR (ALL CATEGORIES) | “Monthly wage rate index by sector: Khulna Division, Sector: Industry (i) Construction” Published by Price & Wage Statistics Section, National Accounting Wing, Bangladesh Bureau of Statistics (BBS), Government of Bangladesh. (Website: www.gov.bbs.bd) | 40 | 25 | 30 | 65 | 80 |
| SL NO. | CATEGORY | | | | BASE INDEX | COMPONENT ('K') | | | | | | | | | | | | | | | | | | | | | | | | |
| | | CIVIL PACKAGES (See Note A/B/C) | | | | MECHANICAL PACKAGES | LABOUR ORIENTED | | | | | | | | | | | | | | | | | | | | | | | |
| | | | A | B** | C | | PACKAGES (See Note D) | | | | | | | | | | | | | | | | | | | | | | | |
| i) | LABOUR (ALL CATEGORIES) | “Monthly wage rate index by sector: Khulna Division, Sector: Industry (i) Construction” Published by Price & Wage Statistics Section, National Accounting Wing, Bangladesh Bureau of Statistics (BBS), Government of Bangladesh. (Website: www.gov.bbs.bd) | 40 | 25 | 30 | 65 | 80 | | | | | | | | | | | | | | | | | | | | | | | |

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| | <p>Diesel Oil, Welding Rod, Cement, Steel and Materials</p> <p>K = Percentage component applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials</p> <p>R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)</p> <p>XN = Revised Index No for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration</p> <p>Xo = Index no for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date i.e the bid submission date or the last date of offer submission.</p> | |
| 25.0 | LIQUIDATED DAMAGE | |
| 25.1 | Intermediate Milestones----- Not Applicable | |
| 25.2 | Overall Completion | |
| 25.2.1 | 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 executable value exclusive of ORC, Extra Works executed, Supplementary / Additional Items and PVC. | |
| 25.2.2 | If Completion of work goes beyond specified contract period of 7 (seven) months from date of start of work for reasons attributable to contractor, as certified by Construction Manager, BHEL, LD will be imposed with maximum LD amount shall be 10 % of total contract value. | |
| 25.2.3 | BHEL shall deduct the amount of such compensation 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. | |
| 25.2.4 | 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. | |
| Note:- | *Executable Contract value-Value of work for which inputs/fronTS were made available to contractor and were scheduled for execution till the date of achievement of that milestone. | |
| 26.0 | GUARANTEE / WARRANTY | |
| 26.1 | The contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible. Even though the work will be carried out under supervision of BHEL, the successful bidder will be responsible for the above. | |
| 26.2 | Guarantee / warranty period shall be 12 (twelve) months from the date of issue of work completion certificate by BHEL. | |
| 27.0 | EXTENSION OF TIME FOR COMPLETION | |
| 27.1 | 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. However, such extension shall not entitle the vendor for price revision or price compensation as this being FIRM price contract. | |
| 27.2 | Based on review of agreed & jointly signed L-2 / construction schedule (as enumerated | |

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| | 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. |
| 27.3 | 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. |
| 27.4 | 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. |
| 27.5 | During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program |
| 27.6 | 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 shall be recoverable from the dues payable to the contractor. |
| 28.0 | EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB) |
| 28.1 | EARNEST MONEY DEPOSIT (EMD) |
| 28.1.1 | EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. |
| 28.1.2 | EMD & Tender cost amount can be submitted Bidders to the followings Bharat Heavy Electricals Limited bank account in Bangladesh- 1. SBI (Branch Address: -Khulna, Bangladesh), A/C No. 05620257520201 , BDT Account., SWIFT: SBINBDDH056, Routing number : 220471543 |
| 28.1.3 | EMD & Tender cost amount can also be submitted directly by Indian Bidders to the followings Bharat Heavy Electricals Limited bank account in India- 1. SBI(Branch Address:-Commercial Branch, Saltlake, Sector V, Kolkata ,Branch Code SBIN0004289),A/C No. 11107800029,INR Account. |
| 28.1.4 | Amount of EMD exceeding INR 20 Lakh may be submitted in the form of Bank Guarantee (INR or eqv. USD/ BDT).In case of any Non-Indian Bank BG of local Bangladesh Bank, the same is to be countered guaranteed from any scheduled Bank from India. |
| 28.1.5 | Bidder may also deposit EMD in the form of Fixed Deposit Receipt (FDR) issued from the following banks valid for six months, as an additional mode of EMD submission. |

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| | (a)AB Bank Limited (b)Citibank N.A. (c) Sonali Bank Limited (d)Standard Chartered Bank (e)The Hong Kong Shanghai Banking Corporation Ltd (f)Woori Bank (g) State Bank of India. | |
| 28.1.6 | All other terms & conditions shall be as per GCC. | |
| 28.2 | SECURITY DEPOSIT(SD) | |
| 28.2.1 | The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. | |
| 28.2.2 | <p>At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in BDT progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p> | |
| 28.2.3 | <p>RETURN OF SECURITY DEPOSIT</p> <p>Security Deposit shall be released to the contractor along with the final bill after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.</p> | |
| 28.2.4 | <p>BANK GUARANTEES</p> <p>Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with</p> <p>i) Bank Guarantees shall be from Scheduled Banks in India / Public Financial Institutions as defined in the Indian Companies Act. In case of any Non-Indian Bank BG of local Bangladesh Bank, the same is to be countered guaranteed from any scheduled Bank from India. However, in case BG of local Bangladesh Bank cannot be submitted with counter guarantee from any scheduled Bank in India, BG from State Bank of India, Dhaka Branch can be submitted.</p> <p>ii) The Bank Guarantees shall be as per prescribed formats.</p> <p>iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees</p> <p>iv) The Original Bank Guarantee shall be submitted to Subcontracting Department.</p> | |
| 28.2.5 | All other terms & conditions shall be as per GCC. | |
| 28.3 | PERFORMANCE BOND | |
| 28.3.1 | Not Applicable | |
| 29.0 | CERTIFICATE TOWARDS COMPLETION | |
| 29.1 | 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. | |

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| 30.0 | CIVIL LABORATORY |
| 30.1 | Deleted |
| 31.0 | CONSTRUCTION SCHEDULE |
| 31.1 | Entire work shall be carried out in accordance with the broad construction schedule given in CL No.10.1 above. Within 7 days from start of work, the contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3/ L-4) indicating all milestones on the basis of 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. |
| 31.2 | Deleted |
| 31.3 | The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/ BIFCL engineer. |
| 31.4 | Contractor shall submit daily work program based on above construction schedule. Deferment of above schedule is not acceptable. Contractor will adhere to schedule and resource planning to be augmented to ensure completion as per schedule. |
| 31.5 | Periodic progress reviews on the entire activities of execution in respect of supply & works in scope of contractor will be held once in a month at Kolkata / site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. |
| 31.6 | 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/BIFPCL Engineer. |
| 31.7 | The bidder has to plan and work for 24 hours 7 days a week on shift basis operation. |
| 31.8 | If any work of similar nature is required to be executed within the project premises, the same shall be executed in existing rates, terms and conditions. |
| 31.9 | As the plant is in operation, necessary work permits, movement restrictions, safety clearance, is required to be adhered to as per the norms and practices of MSTPP plant including working in vulnerable areas. |
| 31.10 | As this work is the concluding work in the project, it requires integration with the existing facilities. The bidder shall execute the same and shall be paid under relevant item of the BOQ or under the purview of extra item/works of the contract. |
| 32.0 | PAYMENT FOR ADDITIONAL/EXTRA ITEMS FOR CIVIL FOUNDATION WORKS |
| 32.1 | It shall be as per relevant clause of the GCC. However, “BPWD Schedule of Rates 2022”/ latest revision/ published amendment as mentioned in the price schedule will be considered. |
| 33.0 | DELETED |
| 34.0 | TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR) |
| 34.1 | Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below. |
| 34.2 | 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 be pre-pended. 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. |
| 34.3 | 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 |

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| | 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. | |
| 34.4 | Following Major T&Ps to be arranged by contractor within the indicated time | |
| | Major T&P items | Broad Mobilizing time from date of start of work |
| 34.4.1 | 1 no. TRX Hydra10/12 T capacity | Min 1 no as per requirement |
| 34.4.2 | 4 No. hydraulic excavator / Poclain With Long Boom arrangement | 1 st – Within 20 days 2 nd – Within 30 Days 3 rd and 4 th – As per requirement |
| 34.4.3 | 2 No. JCB / Pay Loader | 1 no within 20 Days 2 nd -As per site requirement |
| 34.4.4 | 2 nos. transit mixer (4.5/5/6 M3 capacity) | 1st – Within 20 days 2nd – As per requirement |
| 34.4.5 | 1 nos. concrete pump (20/30 cum/ hr min capacity & lift 30 M) | Within 20 days |
| 34.4.6 | | |
| 34.4.7 | 2 nos. self-priming dewatering pump 5 HP (diesel/ electric) | 1 st – within 15 days 2 nd -As per requirement |
| 34.4.8 | 2(Two) Nos.10 HP submersible mono-block electric pump (KOS-1040+ of Kirloskar or equivalent), | As per requirement. |
| 34.4.9 | 1 nos. self priming dewatering pump 2 HP (diesel/ electric) | As per requirement |
| 34.4.10 | 2 nos. curing pump – 1.5 /2 HP (pump for curing at heights) | 1 st –within 30 days 2 nd – as per requirement |
| 34.4.11 | Dozer. | As per requirement |
| 34.4.12 | 3 nos Dumper | 1 st –within 15 days 2 nd & 3 rd -as per requirement |
| 34.4.13 | 2 nos. reinforcement bending machine | As per requirement |
| 34.4.14 | 2 nos. reinforcement cutting machine | As per requirement |
| 34.4.15 | 2 nos. power driven earth rammer | As per requirement |
| 34.4.16 | 1 no. vibromax (earth compacter) | As per requirement |
| 34.4.17 | 2 nos. Vibro compactor/ plate compactor – drum width 750mm | 1 st – within 30 days 2 nd -As per requirement |
| 34.4.18 | 1 no total station with adequate arrangement for Surveyors | Within 15 days. |
| 34.4.19 | 1 no. auto level & staff + 2 nos as required | Within 15 days. |
| 34.4.20 | 20 nos concrete cube moulds | Within 15 days. |
| 34.4.21 | Adequate no. of small trucks 2T/5T for movement within site | As per requirement. |
| 34.4.22 | Adequate no of drinking water/construction water tank – 500 / 1000 lit. | As per requirement. |
| 34.4.23 | 1 no trailer / tractor trailer for carrying of RS material within plant premises | As per requirement |
| 34.4.24 | Adequate no of Concrete vibrator with adequate needle (diesel driven + electric driven) | 5 Nos within 30 Days. Balance diesel/electric as per |

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| | | requirement |
| 34.4.25 | deleted | |
| 34.4.26 | 1 no Grader | As per requirement |
| 34.4.27 | deleted | |
| 34.4.28 | deleted | |
| 34.4.29 | Portable fire extinguishers as below: Soda acid– 5 sets. Dry chemical powder – 01 set CO2 – 1 set. Water & sand bucket (4 buckets in one stand) – 5 sets. Fire hose with nozzle (50 M length) – 1 set | As per requirement |
| 34.5 | <p>T&P shown in the above mentioned list are tentative based on planned progress requirement.</p> <p>Actual Mobilisation schedule, based on front availability, drawings, construction schedule and material availability at site is to be reviewed and mutually agreed with BHEL site periodically from time to time for mobilisation 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. However, adequate shift operators, supervisors, etc must be available for round the clock works.</p> <p>Further requirement will be reviewed time to time at site and contractor will provide additional T&P/equipments 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 equipments.</p> | |
| 34.6 | 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. | |
| 34.7 | 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 at the following rates | |
| | Major T&P items | Recovery rates |
| 34.7.1 | Deleted | Deleted |
| 34.7.2 | TRX of Escorts group or equivalent (10/12 T cap | BDT 5450/- per week or part thereof |
| 34.7.3 | | |
| 34.7.4 | | |
| 34.7.5 | | |
| 34.7.6 | Hydraulic excavator / Poclain | BDT 87200/- per week or part thereof |
| 34.7.7 | JCB / Pay Loader | BDT 87200/- per week or part thereof |
| 34.7.8 | Transit mixer (4.5/5/6 M3 capacity | BDT 10900/- per week or part thereof |
| 34.7.9 | concrete pump (20 cum/ hr min capacity & lift 70M) | BDT 32700/- per week or part thereof |
| 34.7.10 | | |
| 34.7.11 | self-priming dewatering pump 5 HP (diesel/ electric) | BDT 2725/- per week or part thereof |
| 34.7.12 | 10 HP submersible mono-block electric pump (KOS-1040+ of Kirloskar or equivalent), | BDT 2725/- per week or part thereof |
| 34.7.13 | self-priming dewatering pump 2 HP | BDT 2725/- per week or part thereof |

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| | (diesel/ electric) | |
| 34.7.14 | curing pump – 1.5 /2 HP (pump for curing at heights) | BDT 2725/- per week or part thereof |
| 34.7.15 | dozer | BDT 68125/- per week or part thereof |
| 34.7.16 | dumper | BDT 7630/- per week or part thereof |
| 34.7.17 | reinforcement bending machine | BDT 7630/- per week or part thereof |
| 34.7.18 | reinforcement cutting machine | BDT 7630/- per week or part thereof |
| 34.7.19 | power driven earth rammer | BDT 109/- per week or part thereof |
| 34.7.20 | vibromax (earth compacter) | BDT 68125/- per week or part thereof |
| 34.7.21 | Vibro compactor/ plate compactor – drum width 750mm | BDT 32700/- per week or part thereof |
| 34.7.22 | Total station with adequate arrangement for Surveyor | BDT 7630/- per week or part thereof |
| 34.7.23 | Auto level & staff + 1 nos if required | BDT 7630/- per week or part thereof |
| 34.7.24 | drinking water tank – 5000 lit. | BDT 7630/- per week or part thereof |
| 34.7.25 | Concrete vibrator with adequate needle (3 Nos. diesel driven + 6 Nos. electric driven) | BDT 5450/- per week or part thereof |
| 34.7.26 | Any other instrument | As per discretion of the BHEL engineer |
| 35.0 | T&P TO BE PROVIDED BY BHEL | |
| 35.1 | BHEL shall not provide any T&P to contractor. Contractor shall arrange the required T&P for construction of the structures. | |
| 36.0 | OTHER TERMS | |
| 39.1 | 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 B

HSE REQUIREMENTS-MAITREE PROJECT

MANPOWER AND INFRASTRUCTURE

| <u>SL NO.</u> | <u>ITEM</u> | <u>REQUIREMENTS</u> | <u>REMARKS</u> |
|----------------------|-------------------------|--|---|
| 2 | Shift HSE Officer | Min 1 for every 500 workers or part thereof. Any sub-contractors with more than 20 workers must have a HSE officer. Each major work area must have a dedicated shift HSE officer as advised by BHEL HSE manager/officer. | Candidate should have <ul style="list-style-type: none"> Degree/ diploma in Engg/Technology Degree/ Diploma in H&S, min 2 years' experience in field of safety for Degree holder in Engg or Min 3 years with Diploma holder in Engg |
| 3 | Shift HSE stewards | Min 1 Steward for every 100 workers or part thereof. Deployment to be approved by BHEL HSE manager. | Candidate should have passed HSC(12 th standard) and attended a certificate course on construction safety or allied subjects |
| 4 | First aid box | 1 in each office and major work area/floor | Items as per clause 76(2) of Bangladesh labour Rules and clause 7.4.5.3 of HSE plan for sub-contractors |
| 5 | Shift First aider | 1 for each 150 worker Minor contractors may have tie up with major contractor with permission of BHEL HSE manager in this regard. | The candidate must have passed HSC and have a certificate from Bangladesh Red-cross society or as recognized by Govt. (PI refer 7.4.5.2 of HSE Plan for sub-contractors) |
| 6 | Ambulance | Deleted | Deleted |
| 7 | Sick room | Shall be available at site, being provided by other agency. | PI refer 7.4.5.1 of HSE Plan for sub-contractors for details. Running cost & construction cost to be shared among all sub-contractor Modalities to be worked out by site team |
| 8 | Emergency vehicle | To be available in all shifts of work | Must be a 4-wheeler. |
| 9 | Walky-talky | Deleted | |
| 10 | Binoculars | Deleted | |
| 11 | Height Rescue-kit | Deleted | |
| 12 | HSE related instruments | <ol style="list-style-type: none"> Lux meter- 1no, ELCB Tester-1 no.- Earth Megger- 1 No. Anemometer-1 no- Alcohol Breath Analyser-1 | To be made available to BHEL as and when demanded or to be shared with other sub-contractors as instructed by BHEL |

| | | |
|--|---|---------------|
| TENDER NO – Ref: BHEL: MSTPP:SWM: 24:01:02 | | |
| VOLUME-IF-CML-REV-0 | TECHNICAL CONDITIONS OF CONTRACT (TCC) | PAGE 41 OF 41 |

Special Notes:

1. The following welfare measures, in addition to those covered above, are to be taken at the site :
 - a. Adequate Drinking Water
 - b. Adequate no of toilets and washing area
 - c. Rest Shed
 - d. Hygienic Accommodation (Labour Colony) and allied facilities
2. It must be ensured that no contaminated water including those discharged from Toilets, Canteen, Office and Labour Colony shall be discharged to under-ground water table and river water
3. AS THIS SITE IS LOCATED IN A CYCLONE-PRONE AREA, ALL BUILDINGS AND SHED MUST BE CONSTRUCTED STRONG ENOUGH TO WITHSTAND ADVERSE WEATHER CONDITION
4. FURTHER TO POINT# 5, MASS EVACUATION OF PEOPLE FROM SITE MAY BE CALLED FOR, IF ADVISED SO, BY GOVT AGENCIES. AS IT WILL BE EXTREMELY DIFFICULT TO FIND A REST SHELTER FOR A FEW THOUSAND PEOPLE, IT IS FURTHER EMPHASIZED THAT ACCOMMODATION MUST BE STRONG ENOUGH TO SURVIVE SUCH EXTREME WEATHER CONDITION.
5. BHEL shall provide drawing for labour accommodation and contractor shall construct the same in line to BHEL drawing with contractor's own contribution/expenses.
6. It is assumed that First aider will be sitting in a porta-cabin.
7. The initial shelter in labour colony for one month till Vendor is able to construct their own labour accommodation may be available in the existing colony on rental basis , based on availability in the existing labour colony.
8. Adequate Quarantine Facility for isolation of workmen of 14 days during induction is to be arranged by the Bidder due to Pandemic COVID-19. All sort of sanitization, hand gloves, nose mask social distancing at labour colony is to be maintained and ensure due to pandemic of COVID-19 as per SOP attached with this Tender.It shall be in practice till such time as demanded by Project Authorities.

ANNEXURE-A
FORMAT FOR SEEKING CLARIFICATION

| JOB | Precast Pile, Pile cap, Civil, Structural & Architectural Works for Solid Waste Management Package For 2x660 MW Maitree STPP, at Rampal, Bagerhat, Bangladesh. | | | |
|-----------|--|---|--|--|
| TENDER NO | Ref: BHEL: MSTPP: SWM:24-01-02 DATE: 11-02-2024 | | | |
| SL No | Reference clause of tender document | Existing Provision | Bidder's Query | BHEL's clarification |
| 1 | VOLUME-III PRICE SCHEDULE, REV-0 PREAMBLE : Clause No: 7 | The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus thirty percent ($\pm 30\%$) of the awarded price as per LOI. | If Contract Value becomes less than 70% (-30%), there should be a compensation provision ; BHEL Should keep additional 10% price increment as compensation on executed work done.. Please Confirm? | No change in specifications. Contract clause persists. |
| 2 | TCC: Clause No: 3.1 | Site Visit: 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. Bidder may please note that the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible for construction of the solid waste management system. | During site visit with Client personnel we found huge quantity of Sheet pile materials and Concrete Block within the SWM area. Bidder expecting to clear the site before issuing of Start of work Letter.Please ensure. | The site shall be progressively cleared before start of work. Site clearance is already in progress |
| 3 | TCC: Clause No: 5.9.11 | Allowable wastage – One and quarter (+1.25%) of theoretical consumption of RMC unless specified otherwise in the technical specification. | Like as before for different components of Concrete work in BHEL, please extend the allowable wastage from 1.25% to 1.5%. Please confirm | RMC is very costly and free issue item. Bidder has to work meticulously and control wastage. There is no Change in specifications. |
| 4 | TCC: Clause No: 5.10.1 | Allowable wastage – One and Half Percent (+1.5%) of the theoretical consumption shall be considered as allowable wastage | Like as before for different components of rebar work in BHEL, please extend the allowable wastage from 1.5% to 3.0%. Please Confirm | Reinf steel is very costly and free issue item. Bidder has to work out BBS meticulously and control wastage. There is no Change in specifications |
| 5 | TCC: Clause No: 5.16.2 | PENAL RATE OF MATERIALS Reinforcement steel etc. BDT 125000 /- per MT. | Present Market rate is approx. BDT. 96000. Requesting to adjust the Penal Rebar rate with the above. Please confirm | Reinf steel price is high and the penal rates are considered accordingly considering the penalty percentage over the cost & OH of BHEL. Bidder has to control the wastage. There is no Change in specifications. |
| 6 | TCC: Clause No: 10.1 | TIME SCHEDULE/ COMPLETION PERIOD NOTE:(1) The above broad schedule has been prepared in line with L2 schedule of BHEL & BIFPCL. Contractor shall also responsible to complete the foundations/structures in their scope of contract within schedule time frame as prescribed/finalized by BHEL/BIFPCL. | BHEL to be confirmed that, the work front and drawings should be issued atleast 3 months before from scheduled of the completion time. If the time extension is required for this reason not attributable to the vendor BHEL has to compensate 15% to the unit rate of the balance works. Kindly Confirm? | The issuance of drawings in time shall be ensured. No separate compensation for any delay shall be considered other than time extension/PVC clause. |
| 7 | TCC: Clause No: 27.1 | EXTENSION OF TIME FOR COMPLETION 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. However, such extension shall not entitle the vendor for price revision or price compensation as this being FIRM price contract. | | The issuance of drawings in time shall be ensured. No separate compensation for any delay shall be considered other than time extension/PVC clause. |

ANNEXURE-A
FORMAT FOR SEEKING CLARIFICATION

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|-----------|---|--|--|--|
| JOB | Precast Pile, Pile cap, Civil, Structural & Architectural Works for Solid Waste Management Package For 2x660 MW Maitree STPP, at Rampal, Bagerhat, Bangladesh. | | | |
| TENDER NO | Ref: BHEL: MSTPP: SWM:24-01-02 DATE: 11-02-2024 | | | |
| SL No | Reference clause of tender document | Existing Provision | Bidder's Query | BHEL's clarification |
| 8 | TCC: Clause No: 26.2 | GUARANTEE / WARRANTY Guarantee / warranty period shall be 12 months from the date of issue of work completion certificate by BHEL. | For Such Tiny Work bidder request to reduce the warranty period to 6 months. Please consider. | Guarantee/Warranty Period shall be 12 months from date of issue of work completion certificate by BHEL. |
| 9 | TCC: Clause No: 14.1.6 | 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 | We understand from the Clause no TCC 14.1.6 that, .If the laws changed/removed CDST facility by the Bangladesh Govt, BHEL will pay the Tax amount additionlay as per the rules by NBR/Customs Bangladesh. However, the supplier shall obtain prior approval of BHEL before deposition of such taxes as mentioned in the clause 14.1.6 , for taking approval when BHEL will give such consent within 03 working days .is . Please Confirm? | Approval for deposition of taxes in case of abolition/withdrwal/amendmend of S.R.O-126 dtd.24-05-2021 or due to an extant law in force in Bangladesh shall be provided within three working days after receiving a written request in this regard from the Bidder. |
| 10 | Price Schedule - VOLUME-III -SCH-3 : SERVICE PART BOQ Item No: SWM-001 | Laying HDPE feeder pipe with overlapping and jointing as per manufacturer's specifications and drawings including receipt, transportation from stores to site, storage of materials, testing of joints as per specifications including labour, consumables, T&Ps, etc. all complete in all respect as per drawings and as directed by Engineer incharge. [200 MM and 250 mm diameter HDPE feeder pipe material shll be issued free of cost] a) 200 mm daimeter HPDE feeder pipe b) 250 mm daimeter HPDE header pipe | As per the item we understand that BHEL will provide/ supply the materials at free of cost, BHEL should confirm the supply within 15 days of start of work written confirmation by BHEL. If any delay for non suply of the above items, Is BHEL will keep any compensation for executive agencies? | There is no separate compensation for such free issue items. |
| | Price Schedule - VOLUME-III -SCH-3 : SERVICE PART BOQ Item No: SWM-002 | Laying HDPE (High density polyethyelene) geomembrane liner with overlapping and jointing as per manufacturer's specifications including receipt, transportation from stores to site, storage of materials, testing of joints as per specifications including labour, consumables, T&Ps, etc. all complete in all respect as per darwings and as directed by Engineer incharge. [1.5 MM thick HDPE liner material shll be issued free of cost] a) 1.50 MM thickness | | There is no separate compensation for such free issue items. |
| | Price Schedule - VOLUME-III -SCH-3 : SERVICE PART BOQ Item No: SWM-003 | Laying Geotextile membrane as manufacturer's specifications including receipt, transportation from stores to site, storage of materials, all labour, machinerries, consumables, T&Ps, etc. all complete in all respect as per darwings and as directed by Engineer incharge. [285 GSM Geotextile material shll be issued free of cost] a) 285 GSM | | There is no separate compensation for such free issue items. |