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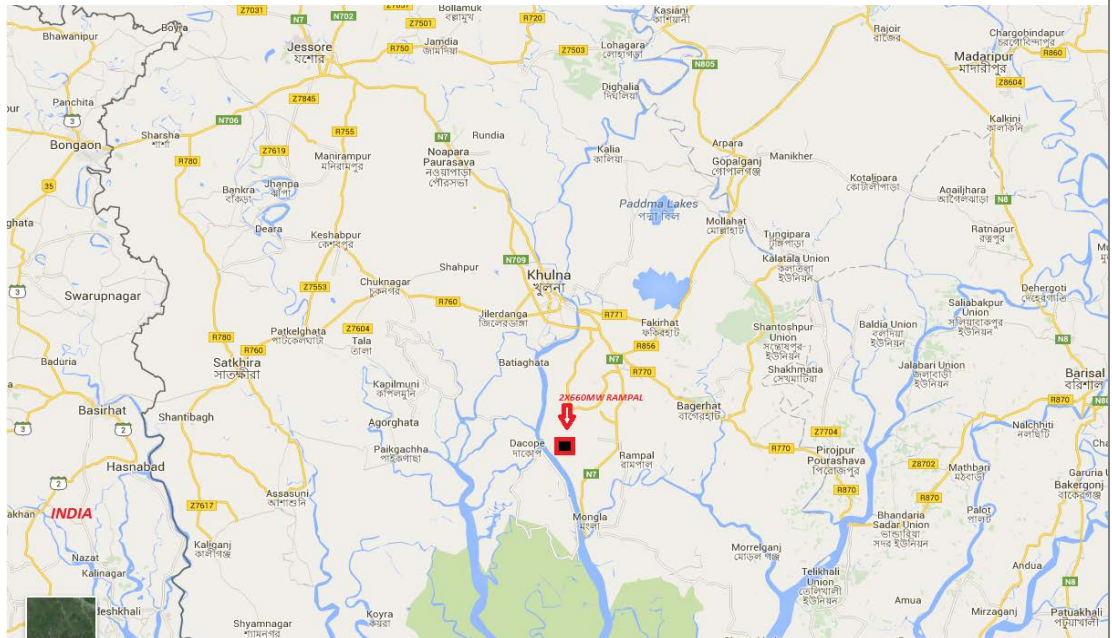
**1.0**

**PROJECT SYNOPSIS AND GENERAL INFORMATION**

**1.1**

The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara 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.



LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT



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1.2	<p><b>APPROACH TO SITE</b></p> <p>The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway.</p> <p>Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh</p>
1.3	<p>Owner: BIFPCL (<b>BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED</b>)</p>
<b>2.0</b>	<b>SCOPE OF THE CONTRACT</b>
<b>2.1</b>	<b>Deleted</b>
2.2	AS per NIT
2.3	<p>The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipments, 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 structural fabrication drawings.</p>
2.4	<p>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</p>

	<p>the Engineer-in-Charge.</p> <p>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.</p>
2.5	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.
2.6	The unit rates shall include all material equipment, fixtures, labour construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
2.7	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.
2.8	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.
2.9	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 specifications.
<b>3.0</b>	<b>SITE VISIT</b>
3.1	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid. <b>In line with the above, site visit confirmation will be required to be submitted by the bidder with the technical bid.</b>
3.1	<b>OPEN SPACE FOR OFFICE &amp; STORAGE</b>
3.1.1	Open spaces for material storage yard & construction of temporary site office may be allocated as made available by the customer / BHEL free. Contractor has to make his own arrangements for labour colony including Electricity and water for the labour colony.
3.1.2	Construction of necessary stores and storage of materials shall be in contractor's scope. BHEL shall provide available space as received from customer on mutually agreed basis. Security of stores & work place shall be in Contractor's scope.
3.1.3	<b>REMOVAL OF TEMPORARY FACILITIES</b> When the Work is completed all such temporary structures and facilities shall be removed from the Site and the area shall be restored to its original condition
3.2	<b>WATER</b>
3.2.1	Till such time, Construction water facility is not ready, the contractor has to make his own arrangement for construction water.  On readiness of the Construction water system (expected tentatively within 6 months from start of work), BHEL will provide construction water at one point at mutually agreed point or within 500 m from work premises, <b>free of cost to the contractor.</b>  Bidder to note that no ground water is allowed for construction purpose by the

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	project authority.
3.2.2	Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.
3.2.3	Contractor should arrange on their own, drinking water in their labour colony.
3.2.4	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.
3.2.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement of water during major concreting.
3.2.6	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	<b>ELECTRICITY</b>
3.3.1	<p><b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NETWORK:-</b></p> <p>Till such time the Construction Power is not ready, the Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate.</p> <p>BHEL Shall Provide Construction Power <b>free of charge</b> at 415V level at one point (within 500 M from his workplace / batching plant) , bidder has to make his own distribution arrangement to draw electricity.</p> <p>The bidder will have to procure &amp; install adequate area illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with sufficient DG back-up for area lighting at different working areas for execution of the work &amp; 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> <p><b>GENERAL:-</b></p> <p>If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as</p>

	deemed fit for such cases.
3.3.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives / T&Ps are deployed.
3.3.3	The power supply will be from the available source of customer. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply / variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
3.3.4	Bidder will have to arrange sufficient illumination at their own work areas.
3.3.5	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
3.3.6	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
3.3.7	The contractor shall have to make arrangement at their own cost for illumination etc. in labor colony. However there may be provision of Chargeable Power for labor colony for which contractor has to install meters and necessary accessories
<b>4.0</b>	<b>TOOLS &amp; PLANTS</b>
4.1	All the tools and plants required for execution of the above work are in contractor's scope.
<b>5.0</b>	<b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>
5.1.1	Reinforcement bar, earthing Strip / Bar, structural steel (MS plate / ISMB / channel / angle / chequered plate / stainless steel plate / liner) 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 contractor and quoted rates shall be inclusive of this.
5.1.2	Unloading of materials at the storage yard or at places designated by BHEL, stacking & restacking, shifting & re-shifting, using contractor's own cranes, trailers and other equipments with the valid road permit for their operation, unloading and stacking etc. shall be responsibility of the contractor under this contract. All materials / equipments shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package). All other material handling equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, tailors etc. required for such material handling of steel etc. shall be arranged by contractor within quoted / accepted rates.
5.1.3	It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL.
5.1.4	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.
5.1.5	Open land (very limited space) for storage shall be provided by BHEL on free of cost basis as per availability.
5.1.6	The contractor shall solely be responsible for the safety & quality of material after it

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	is handed over and issued to contractor by BHEL.
5.1.7	BHEL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL.
5.1.8	All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc. of suitable capacities and other equipments incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel.
5.1.9	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.
5.2	<b>RECONCILIATION OF BHEL ISSUED MATERIALS</b>
5.2.1	The contractor shall submit a reconciliation statement of materials issued to him once in two months. The same may be submitted along with each RA bill.
5.2.2	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 material are available with contractor's custody at site.
5.2.3	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.
5.2.4	The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.
5.3	<b>RECOVERY OF MATERIAL</b>
	For any damage of the issued materials, the recovery shall be made from monthly RA bill as actual with applicable overhead.
6.0	<b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b>
6.0.1	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.
6.0.2	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.
6.0.3	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

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	and shall give facilities to the engineer/ inspector to accomplish testing.
<b>7.0</b>	<b>INSURANCE</b>
	The contractor shall make available the original insurance cover(s) taken by him, against his T&P, assets and workmen compensation and any other cover as may be pertinent to his works and obligatory in terms of law, to BHEL for necessary verification in regard to their adequacy, before commencement of work. However, irrespective of such verification/ acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of the contract shall be of the contractor alone. Such insurance covers to be taken shall be in the joint names of the owner and the contractor. The contractor shall however be 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.
<b>8.0</b>	<b>DEVIATIONS/ CLARIFICATIONS</b>
8.0.1	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with his offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration/ offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
<b>9.0</b>	<b>DEWATERING</b>
	Contractor shall ensure at all times that ground of 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.
<b>10.0</b>	<b>TIME SCHEDULE/ COMPLETION PERIOD</b>
	The entire work under the scope of work shall be successfully completed in all respect within <b>1.5 (one and half) months</b> from date of start of work, as certified by Construction Manager, BHEL.  Mobilization at site shall be done on immediate basis after the issuance of LOI. The LOI may please be treated as the SOW.
<b>11.0</b>	<b>PRICE BID</b>
	Bidders should quote prices in BDT as per format. Bids shall be evaluated based on total price quoted. Awarding shall be done in USD based on Bangladesh Bank Exchange Rate on the date of part I bid opening.
<b>12.0</b>	<b>TERMS OF PAYMENT</b>
12.0.1	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



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	<p>sheet, jointly signed, will be paid after passing of the bill subject to completeness &amp; correctness. The measurement will be taken as specified in terms &amp; 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>90% (Ninety percent) of the contract price will be released against pro rata 35% on erection, 45% on joint completion, 20% on hydro test.</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>
12.0.2	Balance 10% of contract value shall be paid against FAC (Final Acceptance Certificate) to be issued by BHEL / BIFPCL after completion of warranty period. However, if desired by vendor, this 10% 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:
12.0.2.1	(i) Receipt of certificate that all works are completed in all respects;
12.0.2.2	(ii) Reconciliation of materials / T&P / MMD;
12.0.2.3	(iii) Completion of final bill formalities and
12.0.2.4	(iv) Handing over to BHEL.
12.0.3	Contractor shall make their own arrangement for making payment of impending labour wages and other dues in the meanwhile.
12.0.4	The bills will be sent to BHEL, Site Finance for scrutiny and payment will be made after processing / verification only.
12.0.5	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.
12.0.6	All admissible recovery / adjustment, etc. shall be made from interim payable amount.
12.0.7	BHEL site at its discretion may split up percentage break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
12.0.8	<p>Payment shall be made in USD as per order.</p> <p>However for reasons, solely at the discretion of BHEL, if USD amount is not possible to be paid then BDT equivalent of USD will be paid at the Buying Exchange Rate of USD (of our banker) as on the date of payment.</p> <p>The quoted / accepted price shall remain Firm throughout the contract period including extension period, if any, without any escalation till handing over.</p>
<b>14.0</b>	<b>TAXES, DUTIES ETC</b>
<b>14.1</b>	<b>IMPORT DUTIES:</b>
14.1.1	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)
14.1.2	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>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>
14.1.3	In case of any local purchases by the Bidder on which Bidder shall have to pay VAT, the same shall have to be borne by the Bidder.
14.1.4	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.
14.1.5	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.
14.1.6	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.
14.2	<b>BANGLADESH VAT</b>
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,</p>

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	2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
14.2.6	Bidders shall quote price excluding Bangladesh VAT on Output Services as no VAT is leviable 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.
14.3	<b>Value Added Tax Deduction at Source:</b>
14.3.1	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
14.4	<b>INCOME TAX DEDUCTION AT SOURCE:</b>
14.4.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance, 1984 (and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
14.4.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
14.5	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.
14.6	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.
14.7	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability. Non Bangladeshi Bidder shall have to obtain Registration under BIDA and shall have to mandatorily comply the norms, as may be prescribed.
14.8	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.
<b>15.0</b>	<b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>
	To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.
<b>15.1.1</b>	<b>CUSTOMS CLEARANCE</b>
	The Contractor shall be responsible for both end, India or other country and 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.  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

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	<p>relating to the Temporary Works shall be borne by the Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor.</p> <p>Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Contractor shall also be responsible for inland transport by barge/ truck/train to the Site.</p>
<b>15.1.2</b>	<b>RECEIVING, TRANSPORTING, HANDLING AND STORAGE</b>
	<p>The Contractor shall receive, transport, handle, store and install all materials and equipment furnished under these specifications, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation and unloading facilities (including for the transportation, delivery and receipt of all equipment, materials, Plant to the Site) and to make the required arrangements to secure the necessary facilities for the same.</p> <p>The Contractor shall be responsible for the prompt unloading of all equipment or materials. The Contractor shall pay any demurrage incurred due to delay in unloading and for any other reasons.</p> <p>The Contractor shall handle materials and equipment carefully to prevent damage or loss. The use of bare rope slings for handling will not be permitted unless specifically approved by the Engineer. Special handling devices shall be used when necessary to avoid damage.</p> <p>In addition the Contractor shall also comply with the requirements of Technical Specification with respect to the receipt, transportation, handling and storage.</p> <p>If BHEL has to unload 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 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: - USD 4/MT or actual cost, whichever is higher.</p>
<b>15.1.3</b>	<b>PLATFORMS</b>
	Open platforms shall be constructed by the Contractor at least 50 cm above grade and shall have adequate flooring and base structure to support the stored materials and equipment.
<b>15.1.4</b>	<b>INDOOR STORAGE</b>
	Indoor storage sheds shall be constructed by the Contractor by suitable means for

	keeping materials and equipment from contact with the ground and to protect it from the environment and outside atmosphere. Sensitive equipment (including inter-alia, electrical, I&C and other equipment) must be kept in dust proof and ventilated rooms and means have to be provided to maintain the moisture content at required levels, in accordance with Good Industry Practices.
<b>15.1.5</b>	<b>SHORING</b> Shoring shall be provided by the Contractor to safely support materials and equipment not less than 30 cm above the ground. The ground shall be compacted and concreted or asphalted.
<b>15.1.6</b>	<b>WEATHERPROOF COVERINGS</b> Weatherproof and flame resistant sheeting of sufficient size for outdoor storage shall be provided by the Contractor. The sheeting shall be carefully placed and tied down to prevent moisture and wind from entering underneath the sheeting and to otherwise protect the equipment, materials and other Plant.
<b>15.1.7</b>	<b>IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES &amp; BUILDINGS</b> The Contractor shall provide each of his employees and his Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.  Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time.  All vehicles and large equipment furnished and used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores, depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Health, Safety and Environment (HSE) Plan of BHEL.  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.
<b>15.1.8</b>	<b>EXPATRIATE PERSONNEL</b> The Contractor shall submit to Employer data of all personnel he intends to bring into Bangladesh for the performance of the Work. This data shall include the name and present address of each person, his intended assignment and responsibility in connection with the Work and a concise resume of his experience in the type of work to which he will be assigned. This data shall be submitted to the Employer at least thirty (30) days prior to their expected arrival in Bangladesh.  Any expense associated with illness of the Contractor's personnel, including

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	<p>replacement thereof, shall be to the Contractor's account.</p> <p>Costs of passports, visas, travel documents, inoculations and other incidental expenses incurred by the Contractor's non-Bangladesh employees and their dependents occasioned by travel to and from Bangladesh shall be borne by the Contractor.</p> <p>All accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and the Employer shall not have any liability for the same.</p>
<b>15.1.9</b>	<p><b>SAFETY</b></p> <p>The Contractor shall comply with all ordinances and regulations including, but not limited to, National, State, Municipal laws and Department of Labour, Transmigration and Co-operation Regulations, and other Applicable Laws that are in force in the locality of the Works and shall comply with any instructions that may be from time to time issued by Employer. The safety rules and regulations laid down in the Health, Safety and Environment (HSE) Plan are to be strictly adhered to.</p>
<b>15.2.0</b>	<p><b>CONTRACT PLANNING AND CONTROL</b></p> <p>Before starting the Work at the Site, the Contractor shall submit the detail site management organization for approval by the Employer. Such proposals shall show clearly the Contractor's key personnel, classification and qualification with the detailed information and curriculum vitae for above key personnel.</p> <p>The Contractor's Representative, site manager and senior key personnel who will be responsible for working closely with the Employers staff to achieve efficient execution of the Contract shall be competent to conduct meetings and communications in the English language.</p> <p>The management organization shall include a planning and programming tools covering the Work, and shall apply the latest techniques in communication and analysis. The Contractor shall nominate a planning engineer to co-ordinate all planning activities.</p>
<b>15.2.1</b>	<p><b>RELEASE OF INFORMATION</b></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>
<b>15.2.2</b>	<p><b>SAFETY AND ACCIDENT PREVENTION</b></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</p>

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	<p>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>
<b>15.2.3</b>	<p><b>SECURITY</b></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>
<b>15.2.4</b>	<p><b>HOUSING &amp; TRANSPORT</b></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>
<b>15.2.5</b>	<p><b>PROPRIETARY NAMES</b></p> <p>Whenever a material or article is specified or described on the plants by using the name of a proprietary product or by using the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quantity desired. Unless otherwise specified, other manufacturers' products which in the opinion of the Employer are equivalent of those specified will be accepted. Such items shall be submitted for approval prior to their incorporation in the Works.</p>
<b>15.2.6</b>	<p><b>PERFORMANCE OF THE WORK</b></p> <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</p>

areas to their original condition to the extent possible, and in a manner satisfactory to the Employer, the landowner and any authorities.

Prior to commencement of the Work, the Contractor shall provide details of its EMP specifically addressing the following:

Environmental management system and manual – policies, standards and procedures, and programs; organization / responsibilities;

#### Training

Incident and accident investigation;

Management support;

Environmental protection, mitigation and restoration;

Emergency preparedness and response;

- 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.

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.

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

The Contractor shall cooperate in all respects with any participant environmental representatives and with governmental persons, and allow them to inspect any and all equipment or operations that they wish to observe. The Contractor shall, at



	all times, be ready to discuss the implementation of the Contractor's safety, health and environmental protection program.
<b>15.2.7</b>	<b>INSTRUCTION TO WORKERS (ORIENTATION / INDUCTION)</b> 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.
<b>15.2.8</b>	<b>RISK MANAGEMENT</b> 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.
<b>15.2.9</b>	<b>EMERGENCY PREPAREDNESS, RESPONSE &amp; CONTINGENCY PLAN</b> The Contractor shall prepare an Emergency Preparedness, Response and Contingency Plan (a detailed program of action to minimize the effects of an abnormal event requiring prompt actions beyond normal procedures to protect human life, minimize injury and safeguard the environment) for environmental and personal safety emergencies or incidents. This plan shall be found within the Contractor's Safety & Health and/or Environmental Programs. The purpose of the plan shall be to limit insurance and damage to people, property and the environment respectively. The plans, procedures, and trained personnel shall be in place for the duration of the Contract to manage and control emergency situations and incidents in a proper and expeditious manner.
<b>15.3.0</b>	<b>SOIL AND GROUNDWATER PROTECTION</b> The Contractor shall develop and implement soil and groundwater protection

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	<p>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>
<b>15.3.1</b>	<p><b>HEALTH HAZARDS</b></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"> <li><input type="checkbox"/> Material transport, storage, labelling, packaging, and disposal,</li> <li><input type="checkbox"/> Personnel protective equipment (PPE),</li> <li><input type="checkbox"/> Health surveillance and monitoring, and</li> <li><input type="checkbox"/> Emergency procedures and training.</li> </ul> <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 containers. Radioactive materials and waste products shall not be disposed of on-site but removed in protective containers and disposed at government approved storage and disposal sites</p>
<b>15.3.2</b>	<b>WASTE MATERIAL MANAGEMENT</b>

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	<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 be identify and investigate the same. If any contamination is suspected, the Contractor shall excavate, remove and where required replace with an approved sump container system.</p> <p>The Contractor shall develop and implement a waste disposal control system. This system shall control every load of waste leaving the worksite, detailing the type of waste disposal, waste origin and destination, approximate weight, date and transport details on a waste manifest/document. These documents shall be audited.</p>
<b>15.3.3</b>	<b>SPILL RESPONSE AND CONTROL</b>

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	<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>
<b>15.3.4</b>	<p><b>NOISE CONTROL</b></p> <p>Noise level specifications to be followed by the Contractor in design, assessment and monitoring activities are based upon the maximum (acceptable) levels which plant personnel may be exposed during their normal working duties. The Contractor shall be familiar with and comply with the environmental guidelines as issued by the relevant Governmental Authorities in Bangladesh, including the Department of Environment, Government of Bangladesh and other relevant Applicable Laws.</p> <p>All internal combustion motors of vehicles, machinery and equipment used during the construction phase, shall have adequate noise silencers, and shall be kept in good operating conditions, during the entire construction period. Where temporary noise pollution of greater than 85 dBA will occur, temporary silencers shall be used. Equipment noise should not exceed the specified limits at accessible locations.</p>
<b>15.3.5</b>	<p><b>CONSTRUCTION TRAFFIC PLANNING</b></p> <p>The Contractor shall ensure that the construction Site is organized in such a way</p>

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	<p>that pedestrians can move safely and without risk. The Contractor shall firstly select the lowest period of traffic flow for equipment crossings; and secondly, ensure that traffic patterns and entrances to private and public roads for access are not obstructed during construction activities. All site entry will be controlled by vehicular passes. Road closures, on-site and off-site, shall be with the approval of the Contractor's site manager and/or road closure permit. Site traffic shall be minimized and speed limits posted and enforced.</p>
<b>15.3.6</b>	<p><b>HOUSEKEEPING</b></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>
<b>15.3.7</b>	<p><b>CONSTRUCTION CAMPS</b></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>
<b>15.3.8</b>	<p><b>PLANNING &amp; MONITORING</b></p> <p>The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each subsystems / components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation / construction / erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.</p>
<b>15.3.9</b>	<p><b>PROGRESS REPORTING</b></p>

	The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (cement / steel / gases / electrodes) report and other reports as per pro-forma considered necessary by BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
<b>15.4.0</b>	<b>SITE ORGANIZATION</b>
	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), safety officer, quality engineer and supervisors. The organization chart is to be submitted within 2 days from the date from start of work.
<b>16.0</b>	<b>QUALITY CONTROL &amp; QUALITY ASSURANCE</b>
	Contractor's engineers & supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets / formats and submit to BHEL for joint inspection and acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. BHEL's authorized representative shall be given free access at all time to such quality related records etc. for inspection, review etc.
<b>17.0</b>	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b>
17.1	<b>REFER DOCUMENT NUMBER ; HSEP:14-MAITREE: DATE:01.03.16</b>
	DOCUMENT TITLE:-HEALTH, SAFETY AND ENVIRONMENT PLAN FOR 2X660MW MAITREE SUPER THERMAL POWER PROJECT
<b>18.0</b>	<b>INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE</b>
	<b>Not applicable</b>
<b>19.0</b>	<b>OVER RUN CHARGES</b>
	Not applicable in this tender.
<b>20.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b>
	Not applicable in this tender
<b>21.0</b>	<b>PRICE VARIATION CLAUSE / ESCALATION</b>
	Not applicable for this tender
<b>22.0</b>	<b>LIQUIDATED DAMAGE</b>
	<ol style="list-style-type: none"> <li>1. If you fail to complete the entire scope within completion period for reasons attributable to you, BHEL shall have the right to recover as LD a sum equivalent to 0.5% of the contract price, including taxes and duties etc for delay of each week or part thereof.</li> <li>2. The total liability for delay shall not in any case exceed 10% of the contract price including taxes, duties etc. Contract price for this purpose shall be the final executable contract value, extra work executed and supplementary / additional items. Executable contract value means – value of work for which inputs / fronts were made available to the contractor and where scheduled for execution till the date of achievement of that milestone.</li> <li>3. BHEL shall deduct aforesaid amounts from any money due or which may become due to you and / or recover from your Security Deposit. To be entitled to impose such recovery / penalty, BHEL will not be required to prove that they have incurred such amount of actual damage.</li> </ol>

	<p>4. BHEL reserve the right to complete the job through other resource on account of and at your risk and cost without notice to you of the work not so executed, without cancelling the order / contract in respect of the work not yet due for completion.</p> <p>5. BHEL reserve the right to cancel the order / contract or a portion thereof for the work not so completed at your risk and cost and you shall be liable to BHEL for any excess cost thereof.</p> <p>You shall continue with performance of your order / contract under all circumstances, to the extent not cancelled.</p>
<b>23.0</b>	<b>GUARANTEE / WARRANTY</b>
	The contractor will be responsible for the quality of workmanship, quality of materials / items and design for which the contractor is responsible.
	Guarantee / warranty period shall be 12 months from the date of issue of PAC including dredging work till completion of the Guarantee / Warranty period as per relevant clause of GCC. Commencement of guarantee period shall be from the date completion of work under the contract as certified by BHEL.
<b>24.0</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
24.1	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.
24.2	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.
24.3	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program
<b>25.0</b>	<b>EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)</b>
25.0.1	EARNEST MONEY DEPOSIT (EMD) NA
25.0.2	SECURITY DEPOSIT(SD)
25.0.2.1	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.
25.0.2.2	<p>At least 50% of the required Security Deposit, 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 / USD progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the</p>

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	authority competent to award the work.
25.0.2.3	All other terms & conditions shall be as per GCC.
<b>26.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b>
	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.