

**Tender No. BHEL/NR/SCT/TISHREEN/ PROJ INSP SERVICES /783**

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NOT FOR PUBLICATION**

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## **TENDER SPECIFICATION**

**TENDER NO. BHEL/NR/SCT/TISHREEN/ PROJ INSP SERVICES /783**

**FOR**

**RATE CONTRACT FOR "OUTSOURCING OF FIELD QUALITY ASSURANCE ENGINEERS AT TISHREEN SITE FOR ERECTION, PRE-COMMISSIONING AND COMMISSIONING STAGES OF VARIOUS PACKAGES/ EQUIPMENTS."**

**PART I – TECHNICAL BID**



**Bharat Heavy Electricals Limited  
(A Govt. Of India Undertaking)  
Power Sector – Northern Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**

**Tender No. BHEL/NR/SCT/TISHREEN/ PROJ INSP SERVICES /783**



ISO 9001-2000, ISO 14001  
and OHSAS 18001 certified  
company  
SubContract and Purchase  
Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA  
Phone: 0091-0120-2515476 / 2515464 / 2515479  
Fax 091-0120-2515464 / 2515467  
Email: [samriddhi@bhelsnr.co.in](mailto:samriddhi@bhelsnr.co.in) / [swapan@bhelsnr.co.in](mailto:swapan@bhelsnr.co.in)

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**IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----  
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**Fax 091-0120-2515464 / 2515467**  
**Email: [samriddhi@bhelnsnr.co.in](mailto:samriddhi@bhelnsnr.co.in) /[swapan@bhelnsnr.co.in](mailto:swapan@bhelnsnr.co.in)**

**TENDER NOTICE**

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the works of “**Outsourcing of Field Quality Assurance Engineers at TISHREEN site for erection, pre-commissioning and commissioning stages of various packages/ equipments.**”

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**QUALIFYING REQUIREMENTS:**

**1.0 TECHNO-COMMERCIAL CRITERIA**

“Tenderer who wish to participate should have executed/ executing during the last seven years, ending on last date of submission of bid;

a. One single work of similar nature of at least Rs. 80 lacs or more.

‘OR’

b. Two works of similar nature of at least Rs. 50 lacs each or more.

‘OR’

c. Three works of similar nature of at least Rs. 40 lacs each or more.

**2.0 FINANCIAL CRITERIA**

Tenderers should also have an average annual turnover of minimum of Rs. 70 Lacs (Rupees Seventy Lacs Only) based on the audited accounts of last three financial years (2007-08, 2008-09 & 2009-10). Tenderer shall submit audited annual accounts (balance sheets and profit & loss account)in support of this.

**Notes:**

a) If the qualifying work is completed in the seven (7) year period specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.

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- b) The word “executed” means, tenderer should have achieved the specified financial progress even if the total contract is not completed/closed.
- c) The word “work of similar nature” means quality inspection services of site activities in Power Project/ Industrial Projects.
- d) Tenderer shall submit supporting documents in form of Work Order/ LOI/ LOA's & Completion Certificate as applicable in support of meeting the QRs under 1.0 above.

### **GENERAL NOTES:**

- (i) The Tender Documents comprise of following;
  - (a). General Conditions of Contract (b). Tender Notice, Project Synopsis, Special Conditions of Contract, etc. (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted on BHEL’s web page [www.bhel.com](http://www.bhel.com). Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 18.06.2011** on payment of Rs.2,000/- (nonrefundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned to Smt. Usha Kochhar, Sr. Astt. in Room No. 104, PSNR, NOIDA latest by **15:00 Hrs. on 18.06.2011**. Technical bids shall be opened at **15.30 Hrs. on 18.06.2011**. Tenders received after the due date & time shall be liable to be summarily rejected.
- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD** of Rs. 2,00,000/- shall be deposited by Account Payee Pay Order ‘OR’ Demand Draft in favour of “ Bharat Heavy Electricals Limited” payable at Delhi/NOIDA. Those bidders who have already deposited ‘ One Time ‘EMD’ of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
- (viii) BHEL reserves the right to accept or reject any ‘OR’ all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (x) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As**

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**such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).**

Authorization of representative who will participate in the on line Reverse Auction Process;

1. Name and Designation of official
2. Postal Address (Complete)
3. Telephone Nos. (Land line & Mobile both)
4. FAX No.
5. E-mail address
6. Name of Place/State/Country, wherefrom he will participate in the RA.

xi) Unsolicited rebate/discount shall not be accepted after bid opening.

**SDGM/SCT**



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Email: [samriddhi@bhelpsnr.co.in](mailto:samriddhi@bhelpsnr.co.in)/[swapan@bhelpsnr.co.in](mailto:swapan@bhelpsnr.co.in)

**NOTICE INVITING TENDER**

**LAST DATE OF SALE: 18.06.2011**

**DATE OF SUBMISSION: 18.06.2011**

<b>NIT NO. / NAME OF WORK</b>
<p><b>TENDER NO. BHEL/NR/SCT/TISHREEN/ PROJ INSP SERVICES /783</b></p> <p><b>Sealed tenders are invited from the contractors fulfilling qualifying requirements for Outsourcing of Field Quality Assurance Engineers at TISHREEN site for Erection, Pre-Commissioning and Commissioning stages of various packages/ equipments.</b></p>

**NOTES**

1. Please visit our website at [www.bhel.com](http://www.bhel.com) for details.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper

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**PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

**TECHNICAL BID (COVER-I)**

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

**PRICE BID (COVER-II)**

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

**PROJECT SYNOPSIS**

1. Name of the Owner : Public Establishment of Electricity for Generation and Transmission (PEEGT), Syrian Arab Republic
2. Address : PEEGT, Damascus, Syria.
3. Installed capacity : 2x200 MW in operation.
4. New Installation : 2X200 MW (Extension Unit No. 3 & 4)
5. Nearest Railway station : -
6. Nearest City : DAMASCUS- 50 KMS
7. Nearest Airport : DAMASCUS- 20 KMS
8. Altitude : 606.7 mtrs Above Sea Level  
Seismic Force UBC 1997 Zone 3

**SECTION III**

**SPECIAL CONDITIONS OF CONTRACT**

**34.0 Scope of Work for Services of Field Quality Assurance at Tishreen TPP, Syria.**

34.1 The scope shall include services of Field Quality Assurance Engineers (FQEs at BHEL TPP construction site Tishreen, Syria for discharging tasks as laid down in relevant Management Systems and procedures (like Quality Assurance Manual/ Standard Procedures/ Departmental Procedures pertaining to ISO 9001 etc.), approved field quality plan, check lists and general engineering practices pertaining to material, stage and final checks, non destructive testing etc. during erection, pre-commissioning and commissioning of various packages/ equipments in the scope of BHEL.

**Field Quality Assurance Engineers**

34.2 Various packages/ equipments for which services of FQEs is required, include but are not limited to broad areas of Constructions as given below:

**34.2.1 Mechanical Engineer for :**

a) Fabrication & Erection of Steel Structures

Fabrication & Erection of Steel Structures generally consists of but is not limited to the following:

- Site Fabrication of Structures
- Erection of pre-fabricated (at Manufacturing Units) and Site Fabricated Steel Structures

b) Erection & Commissioning of Turbine, Generator, Boiler & Auxiliaries

Erection & Commissioning of Turbine, Boiler & Auxiliaries generally consists of but is not limited to the following:

- Boiler Supporting Structures
- Pressure Parts, ESP, Ducts & Dampers/ Gates
- Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan
- Coal Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System
- High Pressure Piping etc.
- Turbine, Generator, Heat Exchangers, Pumps, and LP Piping etc.

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**34.2.2 Electrical Engineer** for Erection & Commissioning of Electrical Systems of Power Plant

Erection & Commissioning Electrical Systems generally consists of but is not limited to the following

- **Electrical Systems mainly consist of Power Transformers, Auxiliary Transformers, LT Switchgears, HT Switchgears, LT Bus Ducts, HT Bus Ducts, HT Motors, Control Panels, Cabling and Switchyard etc.**

**34.2.3 Civil Engineer** for all type of civil construction work at Thermal project site.

34.3 Scope of work of FQEs, deployed at site, for areas mentioned at 1.1 above shall include but will not be limited to the following

34.3.1 Witnessing on behalf of BHEL for sample checking of raw materials/ inputs (consisting mainly of steel plates/ steel sections/ other steel material etc. as per related FQPs, procedures, IS and other national/ international codes/ standards. This shall include inspection of materials on receipt at site and verification of test certificates.

34.3.2 Witnessing, verification and approval of welders certification, in process and final inspections/ tests including non destructive tests (which are generally performed by respective erection agency) as per approved Field Quality Plans (FQPs), applicable Manuals/ procedures and related IS and other national/ international codes/ standards.

34.3.3 Review of inspection & test reports for the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection & commissioning and finally on completion of work as per the approved field quality plans.

34.3.4 Collection and compilation of various log sheets/ test results/ reports for checks performed as mentioned at Sl. No. 34.2.1 to 34.2.3 above, certification/ authentication of test results/ reports, and submitting them to customer/ consultant in requisite format.

34.3.5 Conducting periodical quality surveillance audits at the site office of sub-contractors of BHEL to ensure for valid calibration of monitoring/ measuring instruments & devices and testing equipments.

34.3.6 Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

34.3.7 Resolving site Quality problems on day to day basis. Rendering assistance during discussions among BHEL Erection/ Commissioning Engineers,

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Customers/ Consultants, and Vendors/ Sub-contractors in the event of corrective actions/ reworks related to the scope of work.

- 34.3.8 Planning and informing BHEL Erection/ Commissioning Engineers regarding requirement of testing arrangements etc. based on schedule of work-flow.
- 34.3.9 Coordination with sub-contractor, vendor, consultant/ customer on matters related to Quality including joint inspection/ checks wherever applicable and clearing of customer hold points.
- 34.3.10 Preparing and submitting periodic reports after scrutinizing the results about their findings, test results and making recommendation for corrective action during the course of the work.
- 34.3.11 Submitting Monthly Progress Report/ MIRs in requisite formats to BHEL Construction Manager and to BHEL Head Quality at BHEL-PSNR NOIDA.
- 34.3.12 Verifying bills of sub-contractors with regard to compliance of stipulated quality requirements based on inspection/ test reports.
- 34.3.13 Raising of Non- Conformance reports (Site Deficiency Reports- SDRs), Suggesting short term and long term remedial measures for rectification/ elimination of defects/ non-conformities observed at sites.
- 34.3.14 Undertaking and facilitating improvement activities and providing necessary support services to BHEL site management in preparation for ISO/ TQM/ HSE activities.
- 34.3.15 Any other work assigned from time to time.

### **35.0 Qualifications, Experience, Age & Medical/ physical fitness of Quality Assurance Engineers:**

#### **35.1 Qualifications**

##### **Field Quality Assurance Engineers**

- 35.1.1 Mechanical, Electrical & civil Field Quality Assurance Engineers (FQAEs) shall be qualified **engineering degree holders**. Depending upon the deployment and scope of work, branch of Engineering shall be Mechanical Engineering, Electrical Engineering or Civil Engineering.
- 35.1.2 Mechanical Field Quality Assurance Engineers (FQEs) should possess additional ASNT/ ISNT level II certificate in Radiographic/ Ultrasonic / Magnetic Particle & Liquid Penetrant Testing.

**35.2 Experience**

Graduate Engineers with minimum 5 years experience in the relevant field of deployment. Depending upon the deployment, experience of FQEs shall include but not be limited to areas and detailed below.

35.2.1 In general, the experience of FQEs shall be in the field of Quality Assurance, Inspection/ testing of Power Plant Equipments and in inspection and testing of areas pertaining to scope as mentioned at clause numbers 1.0 above.

35.2.2 Good knowledge of power plant products, product Quality Plans, field quality plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipments and systems mentioned at clause 1.0 above including materials, various type of welding and their inspection & testing etc.

35.2.3 Knowledge of ISO 9001, ISO 14001, OHSAS 18001 standards, TQM

35.2.4 Hands on experience of

- Preparing quality plans
- Undertaking inspections of installation of power plant equipments (like fabrication, boilers, turbines, piping, MCC, electrical switch boards/ panels, transformers, cabling, C & I Systems etc. in the areas as given at 1.0 above.
- Working on computers especially in MS Word & Excel.

**35.3 Age: Candidates should possess good health and vision to work at Project Sites and upper age limit shall be 55 years.**

**35.4 Medical & Physical fitness:** All the FQAE deployed to site should be medically and physically fit to undertake inspection jobs at site. FQAEs should be fit to undertake jobs even at heights, in the Boiler.

**36.0 Special Conditions of Contract**

36.1 FQEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information. They are to abide by Local Govt. statutory regulations and inform themselves of local state requirements. They are to coordinate in association with BHEL and customer's engineers at site. They are also to follow Health, Safety and Environment (HSE) regulations in force at project.

36.2 Names/ Passport details with passport validity of at least 3 year to be identified in advance and request moved for invitation letter from Public Establishment of Electricity for Generation and Transmission (PEEGT), Syrian Arab republic well in advance. Visa grant from Syrian Arab Republic embassy may take 2-4 weeks time.

36.3 All visa fees/ Medical fees to be borne by vendor. However, BHEL shall guide/ assist vendor to obtain respective travel visa.

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- 36.4 Medical:** Vendor to arrange for medical insurance coverage for their representative. First aid medical facilities as available at Tishreen, Syria TPP site shall be extended.
- 36.5 Deployment Schedule:** Deployment shall start immediately in phased manner depending upon the progress of works at Tishreen, Syria TPP site. Further review meetings shall be held at site to discuss work progress and deployment programme.
- 36.6 Personnel deputed to site shall be an expert in their field/ responsible for direct execution of field activities. They should be able to interact with their parent division at their HQ for any Guidance/ Clarifications etc.
- 36.7 Protocols & Log sheets of FQPs for erection/ commissioning shall be signed by the FQE at Tishreen, Syria TPP site after witnessing & review of the documents.
- 36.8 Under force majeure conditions applicable to BHEL engineers, shall be repatriated at BHEL's cost.
- 36.9 Rates quoted/agreed shall remain firm till the completion of the contract.
- 36.10 All drawings, specifications/ FQP/ QP and other relevant document/ data provided to FQEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the FQEs for any purpose other than for the designated task.
- 36.11 All Quality Plans, data/ findings, inspection and other reports, test results, radiographs etc. generated/ used by the FQE shall be the property of BHEL. These can not be published/ utilized or taken away by the FQE or any staff of the Contractor.
- 36.12 All measuring & testing Instruments/ equipments will be arranged by BHEL/ erection agency working at site. Quality Assurance Engineers shall undertake visual/ physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipments. They shall be responsible for use of calibrated MMDs.
- 36.13 Quality Assurance Engineers shall be fully responsible for the tasks undertaken by them, authenticity of the test results etc. They shall prepare documents, undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.
- 36.14 Credentials of FQEs shall be approved by BHEL PSNR and/ or its customer prior to their deployment at Tishreen Site. If required, contractor has to arrange for interview of the candidates by BHEL.**
- 36.15 FQEs at site shall report to Construction Manager, Tishreen, Syria TPP site.

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- 36.16 FQEs shall interact with vendor, customer/ consultant, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Quality Head/ Construction Manager (as the case may be) appraised of all such discussions/ interactions on daily basis.
- 36.17 Reasonable office space with furniture for proper functioning of the FQEs will be provided by BHEL free of any charges.
- 36.18 BHEL shall provide the following facilities to FQEs posted at site:**
- 36.18.1 Free furnished bachelor accommodation (including free electricity and water supply), on sharing basis as available at sites.
  - 36.18.2 Free local transport facility for attending duty in line with that provided to BHEL Staff at site.
  - 36.18.3 To and fro travel expenses (as per actual) from place of start in India to Construction site at Syria shall be reimbursed by BHEL once in total deployment period or after every 12 months whichever is less. It shall be restricted to 2<sup>nd</sup> class AC train fare in India and economy class air fares outside India.
  - 36.18.4 All safety equipments like Helmet, Safety Shoe etc. as issued to BHEL site Engineers shall be provided to the FQE free of cost at site.
- 36.19 FQEs shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL Tishreen, Syria TPP site, where they are deployed.
- 36.20 Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of FQEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays/ Weekly off and holidays.
- 36.21 Bidders shall have to provide the Project inspection services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's monthly bills for such period. For this purpose, each month shall be considered to be of 30 days.
- 36.22 The bidder shall give an undertaking that the particular "Field Engineer" being approved by BHEL and appointed by the bidder shall continue throughout the period of this contract. Further, during any planned absence, prior approval by the CM is mandatory.

**36.23 In case the deputed person goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor will have to make suitable alternative arrangements within 7 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor.**

36.24 Contractor shall ensure that payment and dues admissible to FQEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to FQEs. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to FQEs, duly signed by contractor shall be furnished by the contractor.

**36.25 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 15 days notice to the Contractor.**

BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, 15 days notice shall be given by BHEL to the contractor and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.

36.26 In case the performance of the FQEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineer, from the date FQE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.

36.27 In case FQEs are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such FQEs. Replacement of such persons will have to be arranged by the contractor at his own cost within 15 days.

36.28 In case, the contractor fails to provide FQEs in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.

36.29 The contractor shall arrange for medical facilities and insurance for his FQEs at their cost.

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### **36.30 Insurance**

- 36.30.1 It shall be the sole responsibility of Contractor to take insurance policies for the FQEs against risks of accidents and injury while at work as required by the rules and make compensation if any as per Workmen's compensation Act.
- 36.30.2 If due to negligence and/ or non-observance of safety and other precautions by FQEs, any accident/ injury occur to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 36.30.3 The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their FQEs, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of these personnel. In case of any theft, while in custody of contractor's FQEs, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 36.30.4 In case any surrounding property gets damaged due to negligence/ carelessness of contractor's FQEs, the contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the contractor.

### **37.0 Tentative Deployment Plan, Tishreen, Syria TPP site.**

<b>Sl. No</b>	<b>Location</b>	<b>Quantity (In Man-months)</b>	<b>Deployment Period</b>
<b>1.</b>	Tishreen, Syria.	120	24 months

#### **Notes:**

1. During the contract period more areas of work can be included. Additional man power as required shall be provided by the agency at the quoted rates.
2. The deployment of personnel may vary as per actual requirement.
3. Deployment of personnel shall be solely at the discretion of BHEL

### **38.0 TIME SCHEDULE**

- 38.1 The contractor is required to provide manpower services within 15 days from the date of issue of letter of intent unless BHEL decides to fix any other later date. However, the actual date of deployment will be certified by BHEL Engineer.
- 38.2 **The period of contract shall be for 24 months from the date of letter of intent. However, the contracted period may be further extend for 12 months at the sole discretion of BHEL, on the same rates, terms and conditions.**

### **39.0 Price Variation Clause/ Revision of Rates**

The accepted rates shall remain firm throughout the contract period including extension period (if any) and no escalation/ revision shall be payable.

### **40.0 Terms of payment**

- 40.1 Based on man months deployed and certification by Construction Manager at site, monthly payment will be made to the contractor on pro-rata basis.
- 40.2 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 40.3 Period between 1<sup>st</sup> of the current month to end of current month shall constitute to be one month. The contractor shall submit the bill along with certification (as mentioned above) latest by 5<sup>th</sup> of next calendar month to BHEL Site office.
- 40.4 Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by BHEL subject to correctness and completeness of the bill.
- 40.5 Payment shall be released by BHEL on monthly basis against invoices raised by vendor to BHEL with certified time sheets.
- 40.6 Income Tax or any other tax for the personnel shall be borne by the Contractor.

### **41.0 MODE OF PAYMENT**

30% Payment at local currency i.e Syrian Pounds at site & balance 70% in Indian currency by Noida office. Exchange rate from one currency to another applicable for the entire period of contract including extended period, if any, shall be the rate prevailing on the last working day of the month for which bill has been raised. The conversion rate from INR to US \$ shall be the TT selling rate of USD of 'State Bank of India' & conversion from USD to Syrian Pounds, buying rate of USD as available on the website of 'Central bank Of Syria' ([www.banquecentrale.gov.sy](http://www.banquecentrale.gov.sy)) . If the date happens to be a holiday, the exchange rate of previous working day will be considered.

#### **42.0 Site Visit**

The Bidders shall acquaint themselves with the geographical and climatic condition etc. of the project Sites mentioned in the tender before quoting and apprise themselves of all prevailing conditions at the project site.

#### **43.0 Taxes**

43.1 Income tax & surcharge, if any at prevailing rates as per Syrian and Indian laws shall be deducted from the bills unless exemption Certificate from appropriate Income Tax Authority is furnished.

43.2 **Rate quoted shall be exclusive of Service Tax as per Indian laws.** The Service Tax as per Indian laws, as legally leviable & payable by the contractor under the provisions of applicable law/ act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of Service Tax as per Indian laws deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this contract. The contractor shall obtain prior approval of BHEL before billing the service tax amount.

43.3 Taxes other than Service Tax as per Indian laws and all taxes as per Syrian laws as applicable, are to be borne by vendor.

#### **44.0 LOCAL LAWS IN SYRIA**

44.1 It shall be the responsibility of the Contractor to pay salaries and other benefits to its employees/ personnel engaged by it as per the agreement with them, and in keeping in line with the local laws in Syria. The Contractor shall submit to Construction Manager, BHEL Site, Kosti, Sudan regularly, the details/ statement of wages paid to its workers in India/ back home, besides wages paid in Syria.

44.2 Contractor shall arrange passports for all his staff and labour. BHEL will assist Contractor for issue of visas including multi-entry visas and other permits as per requirement for the job. However, the Contractor shall arrange for attestation of certificates and other documents required for travel arrangements, medical tests as applicable and comply with other formalities. All expenses for all these activities will be borne by the Contractor.

44.3 The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Syria.

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44.4 The Contractor shall comply with all applicable **Syrian Government's safety and sanitary laws, transportation rules, regulations and ordinances**. The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Laws.

### **45.0 SECURITY DEPOSIT**

45.1 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC.

45.2 For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

45.3 Return of Security Deposit - The Security Deposit will be released to the contractor, one month after submission of 'Work Completion Certificate' issued by Construction Manager, BHEL, Tishreen, Syria.

### **46.0 RATE SCHEDULE:-**

46.1 The rate quoted by bidders shall be as per the rate schedule only.

The rates quoted by bidders shall be for providing Project Consultancy Services for deployment of Field Quality Assurance Engineers per month inclusive of all taxes (excluding Service Tax) etc.

Payment for the above will be made by BHEL within a month from the date of submission of bill along with details / desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the engineer.

46.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / overwriting shall be done. Evaluation of Tender shall be done on the basis of total cost for 24 months.

**47.0 INSTRUCTIONS TO TENDERER**

- 47.1 No deviations to the tender conditions will normally be accepted.
- 47.2 The tenderer is advised to fully acquaint themselves with site conditions, location, transportation routes, quantum of work etc, before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions and NO CLAIM whatsoever will be entertained by BHEL on account of non familiarization etc.

**48.0 OTHERS**

- 48.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 48.2 The tenderer shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He shall also confirm that local taxation laws at the site have been clearly understood by him.

**ANNEXURE-I**

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We,.....  
Hereby declare and confirm that we have visited the project site under the subject namely, .....and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderer's with stamp)

Date:

**ANNEXURE-II**

**NON DISCLOSURE AGREEMENT**

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....  
providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

(M/s. BHEL, PSNR)

(M/s.....)

**ANNEXURE - III**

**FORMAT OF UNDERTAKING**

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited  
Power Sector – Northern Region,  
Plot No. 25 , Sector - 16A ,  
Distt. Gautam Budh Nagar,  
NOIDA – 201 301 (INDIA)**

**Sub.: Rate Contract for “Outsourcing of Field Quality Assurance Engineers at Tishreen site for erection, pre-commissioning and commissioning stages of various packages/ equipments.”**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited Tishreen site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

**ANNEXURE - IV**

**FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA**

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digits) :

IFSC CODE :

(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :

(For payment confirmation)

**ANNEXURE-V**

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to "REVERSE AUCTION PROCEDURE" i.e. ONLINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. In case BHEL decides to conduct reverse auction, BHEL's service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and may invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

**ANNEXURE -VI**

**AUTHORIZATION OF REPRESENTATIVE WHO WILL PARTICIPATE IN THE ON  
LINE REVERSE AUCTION PROCESS:-**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHERE FROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**ANNEXURE -VII****UNPRICED RATE SCHEDULE**

**JOB: Rate Contract for “Outsourcing of Field Quality Assurance Engineers at Tishreen site for erection, pre-commissioning and commissioning stages of various packages/ equipments.”**

<b>Sl. No</b>	<b>DESCRIPTION</b>	<b>Number of Man-months for Two Years (A)</b>	<b>Rate. per Engineer per month (In Rs) (B)</b>	<b>Total Amount (In Rs.) (C) =AXB</b>
1	Providing project Consultancy services for deployment of Field Quality Assurance Engineers, at BHEL Tishreen TPP site, as per scope and terms & conditions given in the tender specification inclusive of all taxes <b>but exclusive of Services Tax.</b>	120		

**Notes:**

- No. of Man months indicated is tentative and is liable to vary depending upon the site requirement.
- In case of discrepancy between Rate & Amount, only 'Unit Rate' shall be considered for evaluation and award.
- The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
- During the contract period more areas of work can be included. Additional man power as required shall be provided by the agency at the quoted rates.
- Deployment of personnel shall be solely at the discretion of BHEL
- Evaluation of tender shall be done on the basis of total cost.

**(Seal & Signature of Tenderer)**