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## TENDER SPECIFICATION

TENDER NO . BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735

FOR

**Construction & Development of BHEL Site Infrastructure  
Complex including Services at 2x200 MW TISHREEN TPS,  
SYRIA.**

### 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



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 / 2416251/ 2416279

Fax 091-0120-2515464 / 2515467

Email: [msd@nhelpsnr.co.in](mailto:msd@nhelpsnr.co.in), [sca@bhelpsnr.co.in](mailto:sca@bhelpsnr.co.in)

**TENDER NO. - BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

**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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**INDEX**

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-05
2.	Tender Notice- Newspaper	06
3.	Procedure for submission of tender	07
4.	Project synopsis	08
5.	General Conditions of Contract (GCC)	Separate File
6	Technical specifications & special condition of contract	09-39
7.	Annexure-I--INDICATIVE LIST OF T & Ps TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST FOR PART- I	40
8.	Annexure-II_INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST FOR PART -I	41
9.	Annexure-III FORMAT FOR COMPLAINEE TO ARTICLE 11 OF THE UNIFORM SYSTEM OF CONTRACTS LAW NO. (51), DECREE NO. 450 OF MINISTRY OF FINANCE, SYRIA ARAB REPUBLIC	42
10.	Annexure IV - Certificate Of Declaration For Confirming The Knowledge Of Site Conditions	43
11.	Annexure-V-_Non Disclosure Agreement	44
12.	Annexure-VI-- Format For E-Payment Details	45
13	Annexure-VI- Format for undertaking	46



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**Fax 091-0120-2515464 / 2515467**

**Email: [msd@bhelsnr.co.in](mailto:msd@bhelsnr.co.in) / [sca@bhelsnr.co.in](mailto:sca@bhelsnr.co.in)**

**TENDER NOTICE**

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the works of **“Construction & Development of BHEL Site Infrastructure Complex including Services at 2x200 MW TISHREEN TPS, SYRIA.”**

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

**QUALIFYING REQUIREMENTS:**

**1.0. TECHNO-COMMERCIAL CRITERIA**

**1.0 Tenderers who wish to participate should have executed during last seven years, ending on last date of submission of bid:**

**1.1) One single work of similar nature of at least 67 Million SYP/ equivalent or more.**

**‘OR’**

**1.2) Two works of similar nature each of at least 42 Million SYP/ equivalent or more.**

**‘OR’**

**1.3) Three works of similar nature each of at least 34 Million SYP/ equivalent or more.**

**Note:-**

**(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 requirement.**

**(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 civil works involving RCC/masonry/structural steel works of minimum single storey building/shed.**

## **2.0. FINANCIAL CRITERIA**

**2.0 Tenderers should also have an average annual turnover of minimum of 48 Million SYP/equivalent during preceding three years (2006-07, 2007-08 and 2008-09) or (2007-08, 2008-09 and 2009-10). Bidders shall submit audited balance sheets and profit & loss account in support of this.**

### **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 (IST)** within the sale period i.e **upto 06.10.2010** on payment of Rs.1,000/- (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 'OR' to Shri Quamuruddin Asstt.Engineer.Gr.III 'OR' to Smt. Usha Kochhar, Sr. Asstt. in Room No. 104, PSNR, NOIDA latest by **15:00 Hrs.IST on 06.10.2010**. Technical bids shall be opened at **15.30 Hrs. (IST) on 06.10.2010**. 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. Rs. 2,00,000/- 'OR' EURO 3400 for foreign bidders ,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.

**Sr.DGM/ SCP**



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TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735

**NOTICE INVITING TENDER**

LAST DATE OF SALE: **06.10.2010** (12.30 hrs) IST  
DATE OF SUBMISSION: **06.10.2010** (15.00 hrs) IST

NIT NO. / NAME OF WORK
<b>TENDER NO. . BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735</b> Sealed tenders are invited from the contractors fulfilling qualifying requirements for “Construction & Development of BHEL Site Infrastructure Complex including Services at 2x200 MW TISHREEN TPS, SYRIA.”

**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

**Sr.DGM / SCP**

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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
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

Syrian Arab Republic is situated in the Middle East, at eastern end of the Mediterranean Sea, between Turkey and Lebanon. Its climate is hot and dry in summer. Hottest month is August. Its Cold and wet in winter with occasional snow. Wettest and coldest month is January. Coastal region has typical Mediterranean climate. Spring (March – April) and autumn (September - October) are very pleasant. Major Cities of Syria are Damascus (capital), Aleppo, Latakia and Homs. Main languages spoken are Arabic (official), Kurdish, Armenian, Aramaic, Circassian, French widely understood.

## SECTION - III

### SPECIAL CONDITION OF CONTRACT

Clause No.	Title
34.0	Scope of Work
35.0	Instruction to Tenderers
36.0	Contractor's Supervision
37.0	Supervisory Staff & workmen
38.0	Tools & Plants / IMTEs
39.0	Material
40.0	Execution of the work
41.0	Methods of measurement
42.0	Deviation
43.0	Valuation of deviation
44.0	Compliance to regulation & bye laws
45.0	Facilities to be provided by BHEL/ Contractor
46.0	Progress reporting
47.0	Drawing & documents
48.0	Delay & Extension of Time
49.0	Price Variation
50.0	Taxes and Duties
51.0	Time Schedule
52.0	Terms of payment
53.0	Rate schedule cum BOQ
54.0	Final Bill
55.0	Liquidated Damages
56.0	Security Deposit
57.0	Others

## SECTION-III

### SPECIAL CONDITIONS of CONTRACTS

#### 34.0 SCOPE OF WORK

34.1 The tender specification covers the construction of all works for “**Construction & Development of BHEL Site Infrastructure Complex including Services at 2x200 MW TISHREEN TPS, SYRIA**”. Work under this tender includes construction of permanent fully furnished BHEL & Customer Site Offices, Closed and Semi Closed Stores, Development of open storage Yard including supply & erection of steel trusses, columns etc, permanently colour coated roofing and false ceiling, steel / wooden door, WBM roads, plumbing, sanitation, sewage, electrical works, providing Residential accommodation, Site Vehicles etc. including supply of all materials, labour, consumables, transportation, sample testing etc.

34.2 The scope of work shall generally include but not limited to the construction of the following. The contractor is required to carry out all the items indicated in the BOQ cum rate schedule.

- Planning, Scheme Preparation, Design & preparation of all structural, general and architectural drawings for the facilities, submission to BHEL/Customer, their approval & subsequent execution of the above including:
  - Dismantling of existing temporary structures, removal of scrap, disposal of concrete blocks, building rubbish, shrubs, surface dressing, leveling localized undulations, site clearance in all respects as directed.
  - Dismantling of existing rail lines and stacking wherever required.
  - Earth work including excavation, filling, compaction, leveling and grading
  - Plain & Reinforced cement concrete and Masonry(Full and half block work)
  - Structural & reinforcement steel work, Permanently colour coated sheet roofing/side cladding & partition work
  - Scaffolding & Formwork
  - Finishing work including plastering, flooring, false ceiling, painting etc.
  - Decorative works of Veneer Paneling, Woodwork, etc
  - Water supply and Sanitary work.
  - Electrification of Building by providing Incoming cable, Main Distribution Board, Wiring for all installation Light fixtures, power sockets, Exhaust fans, Energy meter Etc
  - Telephone and LAN cabling work.
  - Drainage(open and covered)
  - MS gates for Entrance/Exit
  - Road work
  - High Mast Lighting
  - Supply and laying of Power Cables, Power Distribution Boards at various facilities
  - Horticulture & Landscaping Work
  - Supply and installation of modular and standard furniture.
  - Supply of all Office Stationary, Computers, Printers, Scanners, Photo Copiers, etc.
  - Supply and installation of facilities like Air Conditioners, Heating Arrangements, Window Blinds, etc
  - HSE equipments like Fire Alarm System, Fire Extinguishers, Sand Buckets, etc.

## TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735

- Construction Power Distribution Network from Customer Power Source including all transformers, isolators, earthing equipment, breakers, fuse, overhead/underground cabling, etc.
- Providing Residential Accommodation in form of fully furnished 2/3/5 bedroom apartments.
- Providing with vehicles for site conveyance.
- Providing Manpower man months for technical and general purpose use.

The Contractor is required to cut / relocate some of the existing plants / trees and to implant and maintain at least **25 new plants / trees and landscaping with flowers** etc. of approximately 100 Sq. M of assorted type at BHEL office or around within first month of the contract and maintain it till the tenure of the contract. No separate payment will be made for this work.

### PART I

#### A. SITE OFFICE

The office shed shall be developed having the built up area of Approx. 600 Sqm. on land given by BHEL.

The office along with a porch on the front side shall be made of **single storey RCC Frame structure** including RCC foundations, plinth beams, columns, roof beams and slab & Block work masonry. The RCC foundations as designed by the contractor and approved by BHEL/PEEGT is to rest on firm rock / ground as instructed / approved by Engineer-in-charge and at least 900 mm below existing ground surface.

The foundation is to rest over 100 mm PCC on firm rock / ground as instructed / approved by Engineer-in-charge. The office peripheral walls shall be 200 mm block masonry and internal partition walls shall be 150 mm block masonry as per specifications. The Floor finish level shall be at least 400 mm above final Ground Level and the roof slab bottom shall be at least 3000 mm above FFL. A light concrete layer for grading purposes shall be laid on roof slab and asphalt based waterproofing treatment with HDPE/equivalent layer and finished with roofing tiles shall be provided. There shall be adequate no. of rainwater pipes, spouts, etc for immediate drainage of rainwater. Provision of parapet walls/stairs shall be as per approved architectural drgs.

False ceiling wherever provided shall be at 2400 mm above FFL, of 12.5 mm thick gypsum board and 600x600 mm perforated mineral fibre tiles complete with all GI tees, channels, hangers, etc as per approved pattern with arrangements for lighting fixtures, Fans etc as per instructions.

Flooring shall be mainly of 600x600 mm vitrified tiles as per specifications and of approved make, shade, color and pattern. The entrance lobby, corridors and Construction Manager office shall be with pre-polished Italian marble & black/red granite flooring as per architectural drawings. The dado/staircase/toilet area flooring shall be as per BHEL instructions & BOQ.

The windows shall be powder coated Al sections or steel pressed sections with safety grills. Glazing shall be with 5.5 mm thk clear/tinted glass. The main Entrance glass door shall be 12 mm thick toughened glass complete with stainless steel handles, hinges/pivots and locking arrangement as per BOQ. The inside doors shall be of paneled Canadian wood and decorative laminated flush doors minimum 35mm thick, solid core block board, with both side laminated with 0.8 to 1mm thick lamination as applicable complete with fixtures like aldrops, tower bolts, handles, locking arrangement, wind stopper etc and similarly the windows will have fixtures like hook and eye, towel bolts, minimum of two handles, etc. Decorative wall paneling shall be provided in Conference room up to ceiling level with hardwood framework and

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

teakwood/equivalent veneer panels over 12 mm commercial ply board complete with lacquer polish as required.

All internal walls shall be finished smooth with cement plaster and subsequent POP works to receive acrylic emulsion and oil bound distemper paint. The external walls shall be finished with teiroleit dash coat and /or water proofing cement paint of approved make. Resin bonded granular textured finish shall also be provided as per specifications/as per instructions.

There will be ceramic wash basins of approved colour & make alongwith mirror of size 600 x 450mm minimum, towel rail, soap dish etc. There will be European ceramic water closets of approved colour and make. All required G.I. water lines (min 15mm dia), sewer lines (100mm – 150mm), soak pit of minimum 1.2m dia and depth to suit at site, fixtures required for proper functioning like traps, chambers wall plugs, clamps, screws, (low height fibre made) Flushing cisterns of minimum 5Ltr capacity each. Taps for water wash basins & toilets along soap dish etc. are in the contractor's scope. Contractor to note no fixtures, specials or any material will be given for any work which is required for the completion of works. The pantry is to be provided with kitchen sink and counter with Granite stone top.

Wiring for light point, fan point etc. are to be with 1.5 sqmm PVC insulated conductor wire. Wiring for a 3 pin 250 volts 5/15 Amp single phase and neutral switch socket outlet, with 2.5 sqmm PVC insulated conductor wire. The wiring is to be done with good and approved quality PVC conduits of 19mm dia, above false ceiling and concealed in block work & PVC channels below false ceiling with double interlock. The fans of size approx. 52 inch and tube light fittings of approved makes are to be provided. The switches are to be modular switches of approved make are to be used. All electrical lights, luminaries, downlighters, etc shall be got approved before installation. The three phase distribution with three phase energy meter with reqd. ELCB is in contractor scope. All samples are to be got approved by the Engineer-in-charge before the purchase and installation.

One/Two 500/1000 Ltr. PVC Syntax/ Rotax / Polymer make water tanks is to be provided at side of the building with supporting structure of 3.60m height made with 65 x 65 x 6mm and 50 x 50 x 6mm angles duly painted with 2 coats finish paint over a primer coat provided and the required incoming and outgoing water lines to the services with minimum 20mm dia. GI pipe, is in the contractor scope only. The incoming GI line is to be laid from nearby water line source (which is feeding surrounding place) up to overhead tanks and one direct line is to be provided in the pantry.

The Plinth level of the building is to be decided at site to suit the site condition by the Engineer-in-charge. The relevant Indian/Syrian/ASTM standards are to be followed for all works.

The entire scope of work is with the contractor and BHEL will not provide any material, manpower etc. for the satisfactory completion of work. The decision of the Engineer-in-charge is final and binding.

Covered parking (atleast 5.0x5.0 mtr.) shall be provided with tubular columns and purlins and GS sheets. PCC as specified in BOQ shall be done under covered parking, porch and approach road as per drawings. Horticulture work as specified shall be completed.

Incoming supply will be drawn from Identified power source with atleast 3 ½ core 95 Sq. mm Al Conductor Armoured PVC insulated cable will be laid underground & on surface duly supported. Suitable size GI pipe is to be provided for Road crossing. Connections at both the ends will be made by suitable size lugs & double compression glands. The minimum depth of the cable shall be 300 mm where no vehicles or equipment movement is there. Whenever the vehicles or equipment movement is there, the depth of cable should be 800 mm or to be provided through GI pipe of suitable size.

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

Apart from above, Modular and standard furniture for office of PEEGT/BHEL shall be provided and installed by the contractor in form of executive workstations, tables, chairs, desks, sofas, filing cabinets, centre tables, side units, storage units, book shelves, conference room tables, reception tables, etc. All furniture shall be as per BHEL/PEEGT approval. The furniture material shall be high quality prepolished Beech wood/Teakwood/ Walnut/Mahogany/OAK/Maplewood or metal shades with leather/cloth fabric accessories/upholstery. The seating layout shall be prepared by the contractor/or got prepared from a specialised agency before installation of furniture. The window curtains and blinds of approved pattern and shade with all fixing/hanging arrangement shall be provided.

A Fully operational kitchen facility shall be provided by the contractor including modular cabinets, drawers etc complete with dishwashers, sink, heating plates/burners, oven, Refrigerator, Water purification unit, Utensils/Crocker set to serve 20-25 people light snacks/refreshments.

Various office stationery and other office equipment like Computers, printers, fax machine, scanner, photo copiers, trays, dustbins, notice boards, electronic calculators shall be provided as per BOQ. Heating Ventilation and AC shall be as per BOQ. The heating system plan shall be got approved by the contractor before start of works and shall be completed as per general practice in Syria. Nominal Fire fighting equipments shall also be provided.

**Contractor may note that all the items implied and incidental but explicitly not mentioned in the scope of work or not available in the BOQ shall be completed by the contractor to make the system functional as a whole. The decision of BHEL shall be final and binding in this aspect.**

### **B. CLOSED STORE**

The store sheds shall be developed on land given by BHEL having the built up area of Approx. 900 Sqm each. **The tentative sketch of the store is attached.**

<b>Closed Shed (60x15 mtr)</b>	<b>- 2 no.</b>
<b>Semi Closed Shed (60x15 mtr)</b>	<b>- 2 no.</b>

The Store area shall be cleared of all vegetation, scrap and debris. The stores shall be made of MS ISMB/Pipe columns, tubular/angles truss, purlins, side ties, bottom ties, wind ties of minimum 25mm x 5mm over the roof sheets along the purlins, as specified( drawings attached for reference). **The working/shop drgs for Steel structures, trusses, etc shall be got approved before start of work.**

The columns are erected with holding down foundation bolts in the nominal RCC 1:1.5:3 (using 20 mm size coarse aggregate) foundation of approved design. The foundation is to rest over 100 mm PCC on firm rock / ground as instructed / approved by Engineer-in-charge. **Permanently colour coated profiled GS** sheets shall be provided with polymer coated J or L hooks, 8mm nut bolts for roofing and side cladding with appropriate anchoring, fixing and drainage arrangements. Approved quality Enamel paint shall be used for painting work to MS. The wall above Finished floor level is of block masonry of 20cm width course, to a height of 2100 mm minimum, in cement mortar 1:6 and plastered with CM 1:5. Below the Finished floor level block masonry of 20 cm width course, to a depth of 300 mm minimum, in cement mortar 1:6 is to be laid which shall rest on top of min 230 x 300 mm plinth beam. The base course under plinth beam shall be PCC 100 mm thick. The top of the plinth beam shall be at the existing ground level . The finished floor level of the stores shall be atleast 300 mm above existing ground level. The Store flooring consists of raising the Ground level by filling good earth and 100 mm PCC over which approved CC

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

flooring is to be laid. Extended roofing shall also be provided as per the instructions of the Engr. I/C. Rolling shutters (5.0x4.8 mtrs) complete with all guides, rollers, anchors, etc shall be provided as per BOQ. The inside and outside plastered surface is to be white washed with two coats minimum over a priming coat. Contractor to note no fixtures, specials or any material will be given for any works which are required for the completion of works. Average 275 mm deep and 250 mm wide drains shall be constructed along the plinth protection as per directions of the Engr I/C.

100 mm thk, 1.0 mtrs wide RCC racks/slabs all along one store wall shall be provided at 1.0 mtr & 2.0 mtr height from FFL. The slabs shall be rested on half brick masonry every 1.2 mtr span of size 1.0x2.0 mtrs. The brickwork shall be plastered to finish and whitewashed as per specs. in BOQ.

It is proposed to electrify the closed shed as follows:

3 to 4 Nos HPSV flood light fittings with lamps of 250 W with Choke & accessories etc each to be provided on top of each store shed with 2 mtrs. height rigid GI pole provided with adequate brackets for mounting the flood lights and tie rods duly grouted or welded to permanent structure. Two lights should be provided with independent MCB switch.

The connection to all HPSV fittings is to be provided by 2.5 Sq. mm PVC insulated copper conductor in PVC conduit for fittings mounted on store shed.

Providing 15/5Amps Single phase socket and 20Amps – 3 phase socket as per instructions.

Providing common main panel to cater requirement of all total layout, laying incoming cable for the above panel from the outside nearest source, providing feeder panel, lights & sockets requirement etc., laying interconnecting panel between common main panel and feeder main panel, providing MCB distribution board to cater lights, sockets & fans requirement.

Providing earth electrode and earth conductors as per requirement.

The scope of work has to be completed in all the manner to meet the functional requirement by covering all the left out allied work in BOQ thereby to commission the system as a whole.

Complete Electrification alongwith necessary lighting-fixtures, fans, necessary cables, MCB, ELCB, Main switch, Energy meter, Junction box, switches, switch boards, Plug points etc. are in the contractor's scope so that installation is fully safe & meets local authorities statutory requirement. The necessary covers required for the MCB, energy meter etc., are to be provided by the contractor. Necessary earthing alongwith earth pit required as per the standards are to be provided by the contractor.

All the material used to be approved by Engineer-in-charge and in case of non-availability of approved make of material, BHEL Engineer-in-charge is authorized to substitute the same.

### **C. STORAGE YARD AND ROADS**

The Storage yards and roads shall be developed on land given by BHEL having the built up area of Approx. 60000 Sqm. The yard area shall be leveled, watered and compacted with atleast 10 passes of 8-10 T roller to the entire satisfaction of BHEL.

There shall be one/two no. 6.0 mtr wide 1.5 mtr high entrance/exit gates of MS built up welded tubular and box sections as required and. Near the entrance/exit gate there will be 2.7X2.7 mtr security shed. The Gates shall be complete with bottom rails, locking arrangement, etc. as per instructions of the Engineer I/C.

The temporary/permanent structures already existing in the earmarked area shall be demolished & dismantled as per BHEL instructions. The open yard area shall be cleared of all building rubbish, dismantled masonry, scrap materials etc and disposed or stacked as per specifications and instructions.

Entire storage yard is to be leveled first by making good the undulations , watered, compacted and rolled with road rollers to required slope (1: 300) towards the drains/periphery so that no water logging is present. The road area, sub-grade shall be prepared after dressing to camber and consolidation with 8-12 T Road rollers, over which 150mm water bound macadam is to be laid with stone aggregate 63 mm to 45 mm, stone screenings, binding earth etc and is to be compacted and rolled with road roller. A levelling/finishing course of 1" consolidated thickness of approved coarse dust shall be provided to make the yard ready for material storage. Appropriate approaches shall be made to Closed and open storage areas from the roads. The internal road of storage yard is to be connected with existing approach road. This is in the contractor's scope. **Open and covered PCC/Block work drains** as specified shall be provided and terminated at Existing drains for proper and sufficient rainwater drainage.

Contractor to note no machinery, tools & plants, material, manpower shall be provided by BHEL.

#### **D. FENCING**

Fencing work : Pits of size 300x300 and 600 deep shall be excavated for MS angle posts at 3 mtrs c/c. Atleast 1.5 m high **GI chain link** fencing with 2.0 m angle iron 50 x 50x 6 mm posts placed every 3 m centre to centre embedded in cement concrete block (1:3:6), every 15th post last but one end post and corner post shall be strutted on both sides and end post on one side only and straightening with 2 mm dia wire or with nuts, bolts & washers complete shall be provided by the contractor.

#### **E. MAST LIGHTING**

20 mtr high mast lighting of approved make shall be provided at specified locations for electrification of open yard area. Power cable of atleast 3.5x50 sqmm shall be laid from the power source to the mast lights as specified.

Mast shaft shall be in **two sections**, hot dip galvanized, inside and outside in single dip, suitable for wind velocity as per IS 875 part 3/Syrian Standards. **There shall be only one longitudinal seam weld per section and no circumferential weld.** It shall also include accessories for high mast including head frame, 2-point suspension system with steel wire rope 6mm dia (7/19 construction) double drum winch, Galvanized Lantern carriage arrangement suitable for 12 luminaries symmetrically & its CG boxes & lighting final. The mast shall have integral type power tool at the base compartment for its operation.

Supply of foundation bolts manufactured from special steel along with nuts, washers, anchor plates & templates.

Supply of Non-integral floodlight luminaries type Bajaj Make BGENF 22R or reputed equivalent make with two nos. 400W SON T lamps and its control gear boxes.

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

Supply of twin dome aviation obstruction lights of type with 100W GLS lamp.  
Supply of control panel housing suitable control circuit for automatic switching On and OFF of the mast. The control panel shall also have necessary controls for Power Tool.

Construction of suitable shallow foundation with 'M20' grade concrete for the high mast considering the safe soil bearing capacity at site as 10T/sqmtr at 2 mt depth with all materials & labour.

Erection of the high mast with the help of suitable equipments and wiring of luminaries with all wiring material & labour.

Provision of GI pipe earthing for High Mast with 2.5M long 40mm dia G.I. Pipe including connection of High mast earth terminal with 25 x 3mm GI flats with all materials & labour.

Installation of control panel on suitable foundation including all material & labour.

Supply & Laying of power supply/control cables from (i) control panel to the base compartment of mast.

## **PART II**

### **RESIDENTIAL ACCOMMODATION**

The Contractor shall provide residential Accommodation for BHEL Staff at locations nearby Tishreen TPS like Haran Alawabi and at the capital Damascus as per BOQ. The accommodation shall be in form of fully furnished independent 2/3/5 bedroom apartments with no encumbrance or thorough fare and shall be provided in a phased manner as per BHEL Requirements. The Accommodations shall be owned by the Contractor or leased/rented statutorily by the contractor.

The facilities included in the residential accommodation shall be as follows:

- All standard Electrical, Water & Sewerage Systems.
- One air-conditioner, one 14" colour TV, Electric Iron & Intercom in every room.
- Single bed(for single occupancy room)/Double bed( for double occupancy rooms with side tables, mattresses, sheets & pillow, study table, chair, cup-board, dressing table, two chairs, blanket/quilts as per requirement (Each item shall be 2 nos. for double occupancy). Room Size for single occupancy shall be minimum 3.5x4.0 mtrs and for double occupancy shall be minimum 3.5x5.0 mtrs or as decided by BHEL.
- Necessary arrangement for providing cable TV connection, with upto 15 channels as per BHEL requirement, power backup whenever required in each room is also included into the scope.
- Bath/Wash rooms with all water supply and sanitary fittings, buckets, mugs, showers, curtains, WC jets, soap dispensers, towel rails, etc complete
- Common Room, Dining area with kitchen facility, minimum area (8x5 mtrs), attached kitchen & laundry with items listed below:

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

i)	Air conditioner 2T as per requirement
ii)	Refrigerator 350 L
iii)	Reverse Osmosis Unit/Water Purifier of atleast 15 ltrs/hr capacity
iv)	Colour TV with 29" dish antena
v)	DVD Player
vi)	Computer Pentium 4 with laser printer
vii)	Water cooler 90 lit capacity
viii)	Washing Machines
ix)	Desert coolers as per requirement
(x)	Dining table (10-persons)
(xi)	Dining chairs
(xii)	Sofa sets with central table
(xiii)	Utencils, cooking gadgets, crockery, Gas Stove/Heating Plates
(xiv)	Telephone for internet connection
(xv)	Deep freezer 450 L

**The above facilities shall be provided, maintained in operable condition (till the facilities are used by BHEL) & repaired by the contractor at his own cost but on the instructions and directions of BHEL.**

**All the statutory clearance & charges for above facilities, MONTHLY electricity charges, water charges, Kitchen Gas/Fuel, TV Cable Charges, Internet Charges, Telephone bills (except ISD calls) shall be borne by the Contractor and deposited timely for uninterrupted stay of BHEL Employees.**

### **PART III**

#### **CONVEYANCE VEHICLES**

The contractor shall provide BHEL fully air conditioned vehicles for conveyance to site and back and other general purposes in form as specified in the BOQ. The vehicles shall be required during office hours which shall mean 12 hrs/day, 6 days/week (except Friday/holiday) and average daily travel shall be around 150 kms. The following **ADDITIONAL** charges over monthly charges shall be admissible after 12 hrs subject to actual usage and verification:

<b>Head</b>	<b>Addl.Charges</b>
a) Overtime Charges/hour on Working Day	0.2% of Monthly charges
b) Additional Night Charges after 22.00 hrs	0.5% of monthly charges/night
c) Outstation Charges (outside 100 km range)	0.5% of monthly charges per trip
d) Holiday/Friday Duty	1% of monthly charges /instance

(The monthly charges shall be the monthly vehicle rate quoted in BOQ by the party)

**The vehicle shall be provided with driver and fuel and shall also be maintained by the contractor.** The vehicles provided shall have all the valid certifications/clearances/permits from transport authorities in Syria as applicable and third party insurance, a copy of which shall also be produced to BHEL on demand. The drivers should also have valid driving licenses with them. In case of theft, accident, breakdown, repair/maintenance, the contractor shall provide alternate vehicle of the same type for BHEL usage without delay.

It may be noted that the vehicles shall not be older than two years at any point of time during the tenure of the contract i.e. relatively new vehicles shall be provided for BHEL

use and shall accordingly be replaced when it is two years of cumulative usage. The make and model of the vehicle however shall not be of any preference.

## **PART IV**

### **SUPPLY OF MANPOWER**

In addition, the Contractor shall also provide the following manpower/personnel services solely for BHEL use:

- Round the clock security arrangement (in phased manner as per requirement of BHEL) at plant, office, stores, storage yard and residential area by deputing fully professional Security Guards trained in fire fighting System. The security guards shall be deputed in all three shifts throughout the year and preferably shall be outsourced from a reputed security firm/organization. **BHEL shall not be responsible for payments for excess security persons, substitutes, duties performed on holidays and any overtime.** The Contractor shall maintain an Attendance Register and Muster Roll of payments for its employees which the assigned Company officials shall be entitled to inspect. The Security guards engaged against this contract shall be educated, of good moral character, never having been convicted of criminal offence by a court of Law, physically fit without any permanent physical or mental disability and are under the age of 55 yrs.
- BHEL may call for proof of fitness, including police verification, from the Contractor in respect of any Guard and if necessary, order the Contractor to get any Guard medically checked by an authorized Doctor at the Contractor's expense and withdraw him from duty if not found fit.
- The Contractor shall, in respect of each security person engaged against this contract, supply BHEL with the following information:-

Name, Father's name, Date of Birth, Educational Qualification, two identifying body marks, full residential address, past experience, home address and a passport size photograph. The Contractor may substitute any Guard or Head Guard with prior intimation in writing. The Contractor shall provide each employee with an identity card with photograph.

- Duties of Security Guard shall include:
  - To extend all courtesy to visitors, customers and BHEL employees and to maintain integrity, orderliness and discipline and be in proper prescribed uniform while on duty.
  - To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and order lines, etc. takes place in the area of his duty.
  - To man entry / exit points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry/exit is as per valid documents and proper records of the same are maintained.
  - To apprehend immediately, produce before the competent BHEL officers any trespasser or person moving unauthorised and under suspicious circumstances.
  - To watch habitual offenders and mischief makers and inform the competent BHEL Officers, if anything unusual is noticed.
  - To seize goods not found in order or suspected to be stolen and report to BHEL.
  - To ensure that fire equipment installed in the area under his watch, is in working order and bring to the notice of the competent BHEL Officer any defect or shortcoming. To ensure replacement of fire equipments on its expiry.

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

- To bring to the immediate notice of the competent BHEL Officer, any untoward occurrence on the premises, preferably in writing.
  - To carry out any other duties assigned by the competent company officers/ Construction Manager within the terms of the Agreement.
- Security Supervisor/Head Guard
    - Detail check and supervise regularly duties performed by security guards and enforce good behaviour, discipline, rotation of duties, disciplinary action etc.
    - Bring to the notice of BHEL officer, preferably in writing, all important matters connected with the contractual duties of the Contractor, immediately.
    - Carry out necessary improvements ordered by BHEL official or the Construction Manager or the Contractor and to maintain necessary documents as ordered by the competent BHEL official / Construction Manager/ Contractor.
    - To carry out the internal investigation or enquiry in cases of theft, fire damage, accident, etc. as required by the competent BHEL official / Construction Manager and send a report within 15 days to BHEL official.
    - Carry out all liaison duties with the local police as required in performance of the contract. The Contractor will lodge FIR/Complaint with Police on behalf of BHEL and take necessary follow up action as required.
  - The Contractor shall also provide following general/technical manpower for BHEL use as and when required.
    - Engineering Supervisors -- Diploma Holders (Elect/ Mech./ Civil / C&I)
    - Interpreter (Arabic/English)
    - Computer operator/Store Keeper
    - Skilled manpower including cooks, drivers (other than included with conveyance vehicles), technical manpower, etc
    - Unskilled manpower including office boys, house keeping staff at office and residential camp, kitchen help, laundry boys, etc
- 34.3 The work to be performed under this specification consists of providing labour, supervision, materials, scaffoldings, Construction equipment, tool & plants, supplies, transportation and storage of all items including such items which are not shown or specified but reasonably implied or necessary for successful completion of work including contractor's supervision and in accordance with drawings and specifications.
- 34.4 The work under this contract shall be carried out as per BOQ Cum Rate Schedule. In case the description / specifications as per BOQ are found to be incomplete Indian/Syrian/ASTM standard specifications shall be followed. Quantities mentioned in the rate schedules are approximating only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The tenderers shall undertake to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity.
- 34.5 BHEL-Power Sector (NR) is ISO 9001-2008, ISO 14001, OHSAS 18001, BS 7799 and SA-8000 certified company. Quality of work to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL Engr.
- The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects (HSE) for minimizing risk arising

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

from occupational health, safety hazards, controlling pollution and wastage and he will be responsible for Health, Safety & Environment management at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC.

### **34.6 The contractor shall comply with following towards Social Accountability;**

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The contractor shall not engage Forced/Bonded Labour.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour Syrian guidelines for working hours.
- (f) The Contractor shall abide by the statutory requirement of Minimum Wages as per Syrian Rules and Regulations.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.

34.7 Contractor has to ensure availability of adequate First Aid facilities with trained nurse. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency.

### **35.0 INSTRUCTIONS TO TENDERERS**

35.1 The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.

35.2 The contractor, in the event of this work awarded to him, shall establish a office at site and keep posted an authorised, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the `BHEL Engineer' or his duly authorised representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.

35.3 Tenderers should fulfill the following pre-requisites, as envisaged in Article 11 of 'The Uniform System of Contracts Law No. (51), decree no. 450 of Ministry of Finance, Syria Arab Republic:

- a) They must not be prohibited participation in tenders or from contracting with public entities, nor having a property under seizure in favour of public entities whether by way of reserve or executive seizure.
- b) They must be registered in the commercial register if he is a Syrian or treated like a Syrian.

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

- c) They must be registered in one of the Chambers of Commerce or Industry or Agriculture or Tourism - as the case may be - if he is a Syrian or treated like a Syrian.
- d) They must not be convicted of a crime or a disgraceful act unless he has been reinstated.
- e) They must not be an employee in a public entity or a member of an Executive Council of Local Administration specifically in the governorate to which he belongs.
- f) They must not own a factory or establishment or branch office in Israel, nor must he have subscription in any establishment or body in it. He must not be a party to any contract for manufacture or assembly or license or technical assistance with any establishment or body or person in Israel. He must not practice any such activity in Israel whether in person or through a mediator. He must not have any contribution whatsoever to supporting Israel or its war effort.

**Tenderers are required to submit a certificate confirming the above, on their letter head as per Format given in Annexure-III of this tender.**

The documents required as above must not be more than three years old.

**36.0 CONTRACTOR'S SUPERVISION**

- 36.1 The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Engineer / agent approved by the **BHEL** Engineer to act in his stead.
- 36.2 The Contractor shall employ an Engineer/ Agent having atleast a 'Degree of Bachelor in Civil Engineering' from a recognised university.
- 36.3 The employment of an Engineer/ Agent as aforesaid shall not be necessary if the Contractor himself is in possession of a recognised technical qualification and is in the opinion of the **BHEL** Engineer capable of receiving instructions of the **BHEL** Engineer and of executing the work to the satisfaction of the **BHEL** Engineer .
- 36.4 If the Contractor fails to appoint a suitable Engineer /Agent as aforesaid, the **BHEL** Engineer shall have full powers to suspend the execution of work and stop payment of any money that may have become due until such date as a suitable Engineer / Agent is appointed and the Contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him.
- 36.5 Orders given to the Contractor's Engineer / Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 36.6 The Contractor or his Agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each grade as the **BHEL** Engineer may consider necessary.
- 36.7 The Contractor or his accredited Agent shall attend, **whenever** required and without making any claim for doing so, either the office of the **BHEL** Engineer or the work site to receive instructions.
- 36.8 The **BHEL** Engineer shall have full powers to instruct the Contractor to arrange for immediate termination of services, in connection with this contract, of any Agent,

servant or employee whose continued employment is, in his opinion, undesirable, without assigning any reason.

### **37.0 SUPERVISORY STAFF AND WORKMEN**

- 37.1 The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under these specification. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with remove him.
- 37.2 The supervisory staff including qualified Engineers deployed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL / BHEL's Client / other agency.
- 37.3 The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc., effecting major construction work and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel / contractor, coordinating their work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 37.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings / documents / instructions given by BHEL Engineer from time to time.
- 37.5 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL. The contractor's finally accepted rates shall include all these contingencies.
- 37.6 During the course of construction, if the progress is found unsatisfactory, or in the opinion of BHEL, if it is found that the skilled workmen like masons, carpenter, bar binder, welder, piling rig operators, fitters, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve the progress and **shall recover additional cost from the contractor's bills as per BHEL norms.**
- 37.7 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision will be final) from any money due to the contractor.
- 37.8 The monthwise manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

(including those which are not covered in the plan submitted ) without any compensation on this account.

### **38.0 TOOLS AND PLANTS / IMTEs**

- 38.1 All the T&Ps and IMTEs (Inspection Measuring and Testing Equipment ) required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site/place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
- 38.2 All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air / water/ electrical connections etc. shall have to be arranged by the contractor at his own cost.
- 38.3 Consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost.
- 38.4 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 38.5 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorised / Govt. approved / accredited agencies traceable to National / International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 38.6 Retesting / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy IMTEs and retake the readings at contractor's cost.
- 38.7 BHEL shall have lien on all T&PS, IMTEs & other equipment of the Contractor brought to the Site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-contractors without the prior written approval of the Engineer.
- 38.8 The monthwise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the

job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

### **39.0 MATERIALS**

- 39.1 The contractor shall, at his own expenses (Inclusive of Taxes), provide all materials required for the work.
- 39.2 All stores and materials to be provided by the Contractor shall be of the best kind in conformity with the specifications laid down in the contract or as per relevant Indian/Syrian/International standard and the Contractor shall, if requested by the **BHEL** Engineer, furnish proof to the satisfaction of **BHEL** Engineer that the materials so comply.
- 39.3 **The Contractor shall, at his own expense and without delay, supply to the BHEL Engineer samples of materials proposed to be used in the works. The BHEL Engineer shall within seven days of supply of samples or within such further period as he may require will intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the BHEL Engineer for his approval fresh samples complying with the specifications laid down in the Contract. Any delay in approval of samples (original or fresh ones) shall not make the contractor eligible for any compensation.**
- 39.4 The **BHEL** Engineer shall have full powers for removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer shall be at liberty to have them removed by other means. The **BHEL** Engineer shall have full powers to procure other proper material to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution shall be borne by the Contractor.
- 39.5 The Contractor shall indemnify BHEL, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against BHEL or any agent, servant or employee of BHEL in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by BHEL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings / specifications issued after submission of the tender.
- 39.6 The **BHEL** Engineer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

Contractor only. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

- 39.7 In addition, the Contractor shall perform / submit at his own cost such tests / samples as may be required by the **BHEL** Engineer out of the materials used by the company except for the costs of materials used in such tests/ samples.
- 39.8 After acceptance of the Contract, if Contractor desires **BHEL** to supply any other materials, such material may be supplied by **BHEL**, if available, at rates to be fixed by the **BHEL** Engineer along with prevailing departmental charges (current rate of 30%). **BHEL** reserve the right not to issue any material. The non issue of such material will not entitle the Contractor for any compensation whatsoever either in time or in cost.
- 39.9 Material required for the works, whether brought by the Contractor or supplied by **BHEL**, shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of material shall be the responsibility of the contractor.
- 39.10 **BHEL**'s officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 39.11 All materials brought to the Site shall become and remain the property of **BHEL** and shall not be removed off the Site without the prior written approval of the Engineer. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall re-vest in and become the property of the Contractor.
- 39.12 It shall be the responsibility of the contractor to obtain prior approval of **BHEL**, regarding suppliers, type of electrodes etc. before procurement of welding electrodes / TIG wires. On receipt of electrodes at site these shall be subjected to inspection and approval by **BHEL**. The contractor shall inform **BHEL** details regarding type of electrodes, batch No., date of expiry etc. and produce test certificate for each lot / batch with correlation of batch/ lot no. with respective test certificate. No electrode will be allowed to be used without valid test certificate.
- 39.13 All charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source shall be borne by the contractor.

### **40.0 EXECUTION OF WORK**

- 40.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the **BHEL** Engineer shall be final & binding.
- 40.2 The **BHEL** Engineer will communicate or confirm his instructions to the Contractor in respect of the execution of the work in a "Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

40.3 Only BHEL approved make of electrodes will be used. All electrodes shall be heated and dried in the electric electrode drying oven to the required temperature for the period specified by the **BHEL** Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to site will have valid manufacturing test certificate. The test certificate will have co-relation with the lot no. / batch no. given on electrode packets. No electrodes will be allowed to be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved/ accredited test house traceable to National / International standards) will be submitted to BHEL before putting the oven in use. Periodical calibration for the same shall also be arranged by the contractor within the finally accepted rates.

#### **40.4 SETTING OUT**

40.4.1 All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and bench mark **shall** be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform BHEL well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by BHEL / Customer to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by BHEL / Customer at contractor's expenses.

40.4.2 The contractor shall at his own expense take all proper and responsible precautions to preserve and maintain these datum marks to its true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may be deemed necessary placed by BHEL / Customer at contractor's expenses.

#### **40.5 SITE DRAINAGE**

40.5.1 All water including sub-soil water which may accumulate on the Site during the progress of the works or in trenches and excavations, shall be removed by the contractor from the Site to the satisfaction of the Engineer.

#### **40.6 INSPECTION AND STAGE APPROVAL OF THE WORK**

40.6.1 The owner or his duly authorised representative shall have at all reasonable times access to the contractor's premises or works and shall have the power to inspect drawings or any portion of the work, examine the materials and workmanship and shall have the authority to reject any work. This would be implemented through joint inspection by the representative of the owner and BHEL and in the form of joint protocols without any extra claims and loss of time and amount.

40.6.2 All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer when each stage is ready. In default of such notice being received, the Engineer shall be entitled to approve the quality and extent thereof at any time he

may choose and in the event of any dispute, the decision of the Engineer thereon shall be final and conclusive.

#### **40.7 UNCOVERING AND MAKING GOOD**

40.7.1 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer. If any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through, reinstating and making good the same shall be borne by BHEL. In any other case all such expenses shall be borne by the Contractor.

#### **40.8 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

40.8.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.

40.8.2 In case of discrepancies between schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed.

- (a) Description in schedule of quantities.
- (b) Special conditions
- (c) Drawings
- (d) Technical Specifications
- (e) General conditions of contract

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer shall be the deciding authority with regard to the document.

40.8.3 Any error in description, quantity in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

40.8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of discrepancies between description in words and figures quoted by a tenderer, the lesser of the two will be treated as valid rate.
- (b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

(d) The totals of various sections of bill of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding of quantities or in sections of bill of quantities or in general summary, by the tenderer, shall be ignored.

40.8.5 If neither drawing nor specification contain any mention of minor details of construction which in the opinion of the Engineer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for satisfactory completion of work, such details shall be provided by the contractor without any extra cost, as if they were specially mentioned and shall be deemed to be included in the **scope**.

#### **40.9 SAFETY CODE**

40.9.1 Besides provision with regard to SAFETY, Contractor shall note that Explosives shall not be used on the work by contractor except with permission in writing of the ENGINEER and in manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor who shall be liable for all damages, losses and injury to any person or property and shall be responsible for complying with all statutory obligations in these respect.

#### **40.10 NUISANCE**

40.10.1 The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

#### **40.11 MATERIAL OBTAINED FROM EXCAVATION**

40.11.1 Materials of any kind obtained from excavation on the Site shall remain the property of BHEL / its client and shall be disposed of as the Engineer may direct, at no extra cost.

#### **40.12 TREASURE , TROVE , FOSSILS etc.**

40.12.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL / BHEL's client and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and carryout the Engineer's directions as to the disposal of the same.

#### **40.13 PROTECTION OF WORKS**

40.13.1 Trees designated by the Engineer shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

40.13.2 The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

40.13.3 The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

### **40.14 RECORD FOR MATERIALS CONSUMED**

40.14.1 The contractor shall maintain and furnish to the Engineer the record of materials consumed in the works for each activity. The statement showing the theoretical vis-à-vis actual consumption of specified materials, such as structural /reinforcement steel, cement, bitumen, lead, paint etc., shall be enclosed along with the running bills submitted by the contractor. Contractor has also to furnish the test results of the concrete cubes, bricks, stone aggregates and other materials used in the work as per IS specifications.

### **40.15 PROTECTION OF EMBEDMENTS, BOLTS ETC.**

40.15.1 The contractor shall ensure proper protection to the satisfaction of the Engineer, of all bolts, inserts, embedments etc. from weather etc/ by greasing, rapping them with gunny bags or canvas or by any other means as directed by Engineer. Cost of such protections shall be deemed to be included in the rates quoted for the item.

### **40.16 CLEARANCE OF SITE AND REPAIRS.**

40.16.1 Contractor has to clear the site / area where mechanical and electrical erection work is to be commenced / or in progress. The contractor shall remove construction materials and equipment lying in the vicinity and causing obstruction in the erection work within 24 hrs. notice. In case, he fails to clear the site, this will be done at his risk & cost by BHEL.

### **40.17 QUALITY ASSURANCE**

40.17 The contractor has to establish / arrange at site the field testing facilities for testing of civil construction materials and concrete cubes for ensuring the proper quality, grade and strength of the materials used in the construction in line with approved field quality check list of BHEL/ its client. Contractor has to submit detailed report for testing of all material used etc. All testing shall be done as per IS code specifications/ BHEL's quality plan. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor.

### **40.18 COMPLETION OF WORK**

- 40.18.1 The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labour hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.
- 40.18.2 BHEL shall have power to take over from the Contractor from time to time such sections of the work as have been completed to the satisfaction of the Engineer. Such work however shall not be treated as have been completed until the extra works are executed to the satisfaction of Engineer. The Guarantee period shall commence only after handing over of the entire works.
- 40.18.3 The Engineer shall certify to the contractor the date on which the work is completed and the date thereof.

#### **40.19 RECORDS AND MEASUREMENTS**

- 40.19.1 All items having a financial value shall be entered in BHEL measurement Book so that a complete record is obtained of all works performed under the Contract.
- 40.19.2 Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.
- 40.19.3 Work which fails to be measured in details shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorised on the part of BHEL and by the Contractor.
- 40.19.4 The Engineer shall give reasonable notice in writing to the Contractor of appointment for measurement.
- 40.19.5 The Contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement and shall bear all the cost of measurement of his work.
- 40.19.6 Measurement shall be entered in BHEL Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of BHEL, a note to that effect will be made in BHEL Measurement Book or against the item or items objected to and such note shall be signed and dated by both the parties engaged in taking the measurement.
- 40.19.7 If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.
- 40.19.8 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.

40.19.9 The Contractor shall, once in every month, submit to the Engineer details of his claims for the work done by him upto and including the previous month which are not covered by this Contract Agreement in any of the following respects:

- (a) Deviation from the items and Specifications provided in the tender.
- (b) Extra items/new items of work.
- (c) Quantities in excess of those provided in the Contract Schedule.
- (d) Items in respect of which rates have not been settled.

#### **41.0 METHOD OF MEASUREMENT**

41.1 Method of measurements if not specified in the tender, shall be as per relevant IS Codes / Syrian codes/International Codes.

#### **42.0 DEVIATION**

42.1 The Contractor shall not make any alteration in, addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Engineer in writing and incorporated in the Contract.

42.2 The Engineer may deviate, either by way of addition or deduction, from the work so described, provided that the Contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all additions and deductions shall be added to or deducted from the Contract sum. (Whenever the Engineer intends to exercise such a right his intentions shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the (entire contract). Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer within seven days from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the Contractor, he will be deemed to have accepted the order and the conditions stated therein.

#### **43.0 VALUATION OF DEVIATIONS**

Rates for deviated items or new items of work shall be as follows :

43.1 If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.

43.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.

43.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses the rate for such part or parts will be determined by the Engineer on the basis of prevailing market rates when the work was done and the decision given in this behalf shall be final and binding on the Contractor. Rate analysis will be worked on Standard manual of rate analysis as guidance.

43.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in above clauses , then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer of the rate at which it is his intention or charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer, by notice in writing, will be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstance the Contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. Elements of profit, overheads, supervision and establishment charges will be taken as 15% over direct cost.

#### **44.0 COMPLIANCE TO REGULATIONS AND BYELAWS**

- 44.1 Syrian laws and regulations: The contractor shall undertake to the regulations, laws and provisions valid in the Syria Arab Republic.
- 44.2 Legal references: “Unified Contracts Regulations” issued by law no. /51/ of 2004 and Book of General Conditions issued by decree no. /450/ of 2004 will be referred to for all conditions not stipulated in this contract and its annexures. In case all these texts are not sufficient, the Syrian Law will be considered the sole reference for this contract and for any dispute arising in connection with the execution of it.
- 44.3 **The Contract shall be governed by the applicable Laws of Syrian Govt. and the bidders to ensure considering latest Syrians Laws before quoting.** The Contractor shall undertake to respect the regulations, laws and provisions valid in the Syrian Arab Republic. The Legislation valid in Syrian Arab Republic shall be considered the sole legal reference to be applied for all what is not stipulated in the specifications of this NIT.
- 44.4 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carryout any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 44.5 The Contractor shall abide by “The Uniform System of Contracts Law No. (51) with decree no. 450 and decree no. 15 for 2001, General Notice of the Uniform system of Contracts, book of General Conditions for The Uniform System of Contract and its time to time amendments and any other laws applicable in Syria by Syrian Arab Republic, Ministry of finance”. The copy of the same can be provided to bidder against specific request to BHEL at the address given in this NIT.
- 44.6 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 or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Syria or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/ or its Customer (M/s PEEGT) indemnified against all penalties and liability of any kind for breach of any of the same.

- 44.7 The Contractor shall comply with all applicable Syria Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (M/s PEEGT). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Syrian Laws.
- 44.8 Temporary admission and temporary imports, if required, shall be done as per Article /18/ of PEEGT contract no. 480/EXT/PEEGT with BHEL.

### **45.0 FACILITIES TO BE PROVIDED BY BHEL / CONTRACTOR**

- 45.1 BHEL shall provide free of charge limited open space for office and store as and where made available by its customer. It is the responsibility of the contractor to construct sheds, provide all utilities as a part of his scope of work. Similarly, limited open space will be provided to the contractor for building labour hutments and it will be the responsibility of the contractor to construct sheds, provide all utilities as a part of his scope of work.
- 45.2 Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
- 45.3 **Construction power, on chargeable basis, for Civil Works will be given at a single point by BHEL, if required by the contractor.** Further distribution of power / extension to the required point shall be done by contractor at his cost. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply..
- 45.4 Provision of distribution lines of power from the central points to the required place with proper distribution boards observing the safety rules laid down by the authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS / Copper / Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shift / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 45.5 In case of power cuts / load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 45.6 Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.
- 45.7 No claim for damages will be entertained by the Company on account of interruptions of water supply or limitation of quantity of water as aforesaid or on account of the

water so taken being not fit for construction purposes or on any other account in connection with such water supply.

**45.8 CONSTRUCTION WATER AND POTABLE WATER SOURCES SHALL BE GIVEN AT A SINGLE LOCATION.** Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes.

45.9 The Contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

45.10 On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, same will be got done by the Engineer and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

45.11 In case contractor is from India, BHEL will help in providing a letter (or arrange invitation letter from customer) for issuance of Visa for the persons of contractors by Syrian embassy. **However arrangement of Visa and its Fee etc shall be coordinated by contractors themselves (or their agents).**

45.12 All custom Formalities for taking **their** materials to Syria for this project and further taking it out from Syria after completion of work shall be arranged/completed by contractors ( or their authorized representative)

45.13 Other than Syrian Contractors can also work independently in Syria but shall get registered and shall open a branch/temporary office in Syria before start of their works. In case of JV, the subcontractor shall be Syrian and the foreign company should not have direct operations in Syria.

## **46.0 PROGRESS REPORTING**

46.1 Contractor is required to draw mutually agreed monthly programme in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL.

46.2 Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/ revise his work programme to meet the overall requirement. All quality problems shall be discussed during above review meetings. Necessary preventive and corrective action, shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

- 46.3 The contractor shall submit weekly and monthly progress reports, materials reports, consumables (gases / electrodes) report and other reports as per Performa considered necessary by the Engineer.
- 46.4 The progress report shall indicate the progress achieved against planned, with reasons indicating delays , if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original programme and the slippage do not accumulate and effect the overall programme.
- 46.5 The daily manpower reports shall clearly indicate the manpower deployed, categorywise specifying also the activities in which they are engaged.

### **47.0 DRAWING AND DOCUMENTS**

- 47.1 The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These documents will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.
- 47.2 Necessary drawings / documents to carry out the construction work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work . Contractor shall ensure safe storage and quick retrieval of these documents.
- 47.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and return to BHEL.
- 47.4 The data furnished in various annexures enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.
- 47.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- 47.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

### **48.0 DELAY AND EXTENSION OF TIME**

- 48.1 If, in the opinion of the Engineer, the work is delayed
- (a) by reason of abnormally bad weather, OR
  - (b) by reason of serious loss or damage by fire, OR
  - (c) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, OR

## **TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

- (d) by delay on the part of the agency or tradesmen engaged by the BHEL in executing work not forming part of the Contract, OR
- (e) by reason of any other cause which in the absolute discretion of the Engineer is beyond the Contractor's control,

then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension which will be communicated to the Contractor by the Engineer in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

### **49.0 PRICE VARIATION**

Prices shall remain firm throughout the contract period, including extended period, if any.

### **50.0 TAXES & DUTIES**

- 50.1 **The bidder shall quote their rates inclusive of all expenses, taxes/ duties, levies etc. As applicable in Syria/India/third country(country of bidder). The Contractor shall be responsible for paying any and all Taxes/ Duties assessed on the Contractor, its Sub-Contractor and Suppliers or their respective employees.**

### **51.0 TIME SCHEDULE**

- 51.1 The contractor is required to commence the work 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 start of work will be certified by BHEL Engineer after adequate mobilisation of materials, manpower and T&Ps by the contractor.
- 51.2 The work under this contract is divided into Four parts. The time period for completion of work in each part is as follows:

#### **PART I- 7 MONTHS**

**Section I:** Construction of permanent fully furnished BHEL & Customer Site Offices **have to be completed in 90 days from date of start of work.**

**Section II:** Closed and Semi Closed Stores, Development of open storage Yard and all other misc. works have to be completed progressively in **Seven months from date of start of work.**

#### **PART II, III, IV- 33 MONTHS**

Residential Accommodation, Transport Vehicles & Manpower Supply: The service under this section shall be provided by the Contractor for **Thirty Three months** from date of start of work.

51.3 The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The decision of BHEL on completion date shall be final and binding on the contractor.

## **52.0 TERMS OF PAYMENT**

52.1 The Contractor shall be paid monthly running bill **to a maximum of 90% of the value of the work actually executed** on site provided the work has been executed to the satisfaction of the Engineer. The Engineer may after a measured bill allow and certify payment to the contractor on the basis of abstract measurement bill submitted by the contractor. From these amount recoveries such as advances, security deposit, taxes etc. would be made. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor.

- 5% of Final value of PART I ( worked out based on actual work carried out) shall be payable on completion of all pending work, rework wherever required, site clearing and reconciliation of materials.
- The balance 5% amount payable under final value of PART I will become payable 3 months after completion of work of PART I in all respect and handing over to BHEL. The balance 10% of PART II,III,IV will become payable on submission and passing of Final bill . The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

52.2 Any certificate relating to the work done may be modified by any subsequent interim certificates or by the final certificates and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

52.3 All such intermediate payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Engineer as to the final settlement and adjustment of the account of otherwise, or in any way vary or effect the Contract.

### **52.4 Currency of payment**

Payments shall be made in SYRIAN POUNDS (SYP) .

## **53.0 RATE SCHEDULE**

53.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specification shall be covered within the quoted / finally accepted rates.

53.2 The tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid (Original). Price quoted shall be exclusive of Service Tax and the same shall be borne by BHEL, if applicable. **Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.**

53.3 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to carryout actual quantities against each item as per project requirement and accordingly the final contract price shall be adjusted on the basis of quantities actually erected at site and payments will also be regulated for the same. The contractor confirms that unit rates quoted above takes care of such variation during execution stage.

#### **54.0 FINAL BILL**

54.1 As soon as possible after the completion of the work to the satisfaction of the Engineer, the Contractor shall prepared a certified final accounts on BHEL forms, in duplicate. It shall be accompanied by the all **abstracts**, vouchers, etc. in support thereof and shall be prepared in the manner prescribed by the Engineer.

#### **55.0 LIQUIDATED DAMAGES(LD)**

The Contractor, for delay in completion of work execution contracted upon, shall bear a penalty of delay according to the following percentages even if it does not cause any harm for PEEGT/ BHEL. No intimation/review for such penalty shall be required.

- a) (0.2)% two per thousand of the total value of the delayed executed PART for each week of delay of the first five weeks.
- b) (0.5)% five per thousand of the total value of the delayed executed PART for each week of delay of the five weeks following the weeks subject of paragraph a).
- b) (1%) one per cent of the total value of the delayed executed PART for each week of delay of the weeks following the weeks, subject of paragraph b). The partial delay per week will be calculated on the basis of the number of days of delay divided by seven. The ceiling of the total penalty of delay for the work will not exceed 20% (Twenty Per Cent) of the total executed contract value.

#### **56.0 SECURITY DEPOSIT**

56.1 The contractor shall submit Security Deposit in Euros within 15 days from the date of issue of LOI as per the General Conditions of Contract (GCC). For calculation purpose, SD as per GCC will be worked out in Euros based on the SBI TT selling rate prevailing on the date of technical bid opening.

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. The BG may also be accepted from a Foreign Bank at the sole discretion of BHEL, provided the BG is duly endorsed by any of the BHEL's Member Banks listed in GCC 'OR' any Nationalised Bank in India.

#### **57.0 OTHERS**

57.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

- 57.2 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 will also confirm that local taxation laws at the site have been clearly understood by him.
- 57.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

**Annexure-I****INDICATIVE LIST OF T & Ps TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST FOR PART I**

<b>Sl. No.</b>	<b>EQUIPMENT</b>	<b>QTY</b>
1	MOBILE CONCRETE MIXER M/C of SUITABLE CAPACITY	2 NO ( minimum)
2	CONCRETE VIBRATORS	3 NO ( minimum)
3	Excavator, Dozer, Jack Hammers with compressor, Equipment for controlled blasting	AS PER WORK REQUIREMENT
4	Trucks/lorries	AS PER WORK REQUIREMENT
5	WATER TANKER	1 NO. Minimum
6	DEWATERING PUMP	AS PER WORK REQUIREMENT
7	WINCHES	AS PER WORK REQUIREMENT
8	WELDING MACHINES	AS PER WORK REQUIREMENT
9	ROAD ROLLERS	AS PER WORK REQUIREMENT

**Notes:**

1. The above list specifies only major T&Ps (may not be complete to be deployed by the contractor). All additional / other tools and plants including lorries/trucks, tools & tackles, devices, machines, measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. For other terms and conditions regarding above items, also please refer clause 38 T&Ps/IMTEs).

**Annexure-II**

**INDICATIVE LIST OF IMTEs TO BE ARRANGED BY THE CONTRACTOR  
AT HIS OWN COST FOR PART I**

SL NO	EQUIPMENT	QTY
1	ELECTRONIC TOTAL STATION	1 NO
2	AUTO LEVEL	1 NO

**NOTES:**

1. The above list specifies only major IMTEs (may not be complete to be deployed by the contractor). Contractor has to have arrangements for material & concrete testing. All additional / other IMTEs / measuring instruments etc. in good and safe working conditions which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Other terms and conditions regarding above items please also refer clause 38 T&Ps/IMTEs).

**ANNEXURE-III**

**FORMAT FOR COMPLAINT TO ARTICLE 11 OF THE UNIFORM SYSTEM OF  
CONTRACTS LAW NO. (51), DECREE NO. 450 OF MINISTRY OF FINANCE, SYRIA  
ARAB REPUBLIC**

**(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: Compliance to Article 11 of the Uniform System of Contracts Law No. (51), Decree No. 450 of Ministry of Finance, Syria Arab Republic for the work of Construction & Development of BHEL Site Infrastructure Complex at 2x200 MW TISHREEN TPS, SYRIA.

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

Dear Sirs,

With reference to above, this is to certify that we comply to provisions of subject article as under:

- a) We are not prohibited from participation in tenders or from contracting with public entities, nor having a property under seizure in favour of public entities whether by way of reserve or executive seizure.
- b) We are registered in the commercial register, as we are Syrians or treated like Syrians.
- c) We are registered in one of the Chambers of Commerce or Industry or Agriculture or Tourism - as the case may be (for participants as a Syrian or treated like a Syrian).
- d) We are not convicted of a crime or a disgraceful act and reinstated.
- e) We are neither employed in a public entity nor members of an Executive Council of Local Administration specifically in the governorate to which we belong.
- f) We do neither own a factory or establishment or branch office in Israel, nor do we have subscription in any establishment or body in it. We are not a party to any contract for manufacture or assembly or license or technical assistance with any establishment or body or person in Israel. We are not practicing any such activity in Israel whether in person or through a mediator. We are not having any contribution whatsoever to support Israel or its war effort.

In case, any of the above statement is found to be incorrect during any stage of the contract, we agree to any action/ penalty imposed by BHEL/ PEEGT/ Government of Syria Arab Republic including termination of contract. We shall abide by all prevailing laws, rules and regulations in Syria Arab Republic pertaining to the execution of this contract.

Thanking you,

Yours faithfully,

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

ANNEXURE-IV

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:  
stamp)

(Signature of the Tenderer's with

Date:

**ANNEXURE-V**

**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-VI**

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

(To be given in Company letterhead)

**Beneficiary Name** :

**Bank Name & Branch** :

**M ICR Code (9 Digit)** :

**IFSC CODE** :  
**(VALID FOR NEFT)**

**Beneficiary Account No.** :

**Beneficiary E-mail ID** :  
**(for payment confirmation)**

**FORMAT OF UNDERTAKING**

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

REF:

Dt.

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

**Sub.: Tender for” Construction & Development of BHEL Site Infrastructure Complex including Services at 2x200 MW TISHREEN TPS, SYRIA.”**

**TENDER NO. BHEL/NR/SCT/ TISHREEN/ ENABLING WORKS/ 735**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited **TISHREEN TPS, SYRIA 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 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)