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TENDER SPECIFICATION

TENDER NO. BHEL/ NR/SCT/ TISHREEN-3&4/ CRANE HIRING/ 813

FOR

**Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT
#3 & 4, TISHREEN SYRIA PROJECT.**

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, ISO 14001,
OHSAS 18001 & SA 8000
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- 2416286 / 2515440
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in / msd@bhelsnr.co.in

TENDER NO. BHEL/ NR/SCT/ TISHREEN-3&4/ CRANE HIRING/ 813

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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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Works of **“Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT #3 & 4, TISHREEN SYRIA PROJECT.”**

TENDER NO. BHEL/ NR/SCT/ TISHREEN-3&4/ CRANE HIRING/ 813

QUALIFYING REQUIREMENTS:

S. No.	CRITERIA
1.0	Tenderers should have an average annual turnover of minimum of INR 30 Millions 'OR' Euro 0.47 Millions 'OR' USD 0.67 Millions 'OR' SYP 31.75 Millions based on the audited accounts of last three financial years (2007-08, 2008-09 & 2009-10). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. Financial year in line with calendar year may also be considered. e.g closing in Dec 2009 as 2009-10.
2.0	Bidder who wish to participate should be in the business of providing 200 MT or above capacity cranes on hire for at least last three years as on date of technical bid opening.
2.1	Offered crane should meet technical specifications of the tender. Bidder to furnish details of the crane i.e specifications, make of crane along with the load chart and range diagram of the crane, which is proposed to be deployed for the tendered job. Bidder should also state availability status of the offered crane and bidder's offer shall be considered only if the offered crane will be available for this tendered work.
2.2	Bidder should be the owner of the offered crane. (Relevant documents meeting above requirements shall be submitted by the bidders.)
2.3	The bidder is required to enter into an Integrity Pact (I P) with BHEL against this tender / contract by signing and stamping all the pages of I P by authorized representative. Bidders, who do not accept and comply with this requirement shall not be considered against this tender.

GENERAL NOTES:

- (i) The Tender Documents comprise of following;
 - (a) **Part-I –Technical Bid** : Consisting of Tender Notice, Procedure for submission, Project Synopsis, Technical specifications including Special Conditions of Contract, General Conditions of contract, etc.
 - (b) **Part-II –Price Bid** : Consisting of Rate Schedule for subject work.
- (ii) Tender Documents with complete details are hosted on BHEL's web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site, free of any cost.
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e upto **24/08/2011** on payment of Rs.2000/- (Rupees Two thousand only) (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 latest by 15:00 Hrs. (Indian Standard Time) on **24/08/2011**. Technical bids shall be opened at 15.30 Hrs. on (Indian Standard Time) **24/08/2011**. Procedure for submission of Sealed Tenders shall be as per procedure given in the bid document (Page 8 of Technical bid).
- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD of Rs.2,00,000/- or SYP 2,13,000/- shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA. Those bidders who have already deposited 'One Time 'EMD' of Rs. 2, 00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender. Bidders from Syria can deposit the EMD by Account Payee Pay Order 'OR' Banker's Cheque in favour of " Bharat Heavy Electricals Limited" payable at Damascus, Syria "OR" Cash (as applicable as per Syrian's Law).
- (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.

TENDER NO. BHEL/ NR/SCT/ TISHREEN-3&4/ CRANE HIRING/ 813

- (x) BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

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

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

- (xi) Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given below.**

INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Shri D. P . Bagchi, IAS (Retd), Y-165, Regency Park-II, Phase IV, DLF City, Gurgaon- 122009- INDIA
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SDGM/SCT



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INTERNATIONAL TENDER NOTICE

LAST DATE OF SALE : 24/08/2011
DUE DATE OF SUBMISSION : 24/08/2011 - 15 hrs. - Indian Standard Time (IST)

NIT NO. / NAME OF WORK
<p>TENDER NO. BHEL/NR/SCT/TISHREEN-3&4/CRANE HIRING/ 813</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of "Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT #3 & 4, TISHREEN SYRIA PROJECT."</p>

NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

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

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of “Technical specification & Special terms and condition” including General conditions of Contract (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. Earnest Money as applicable shall also be submitted alongwith Technical Bid. 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.

NOTE-

For timely receipt of tender, the bidders from Syria are required to submit their complete offer (Part I & II) with BHEL, Syria office (at following address) before due date and time of opening. The bidders shall also be required to submit their Part I offer through e-mail (at ykg@bhelpsnr.co.in) to BHEL Noida office before due date and time of opening.

Syria office address :

BHEL SITE OFFICE, (Kind Attention : Sh A K Gupta)
2ND FLOOR, BLDG NO 41, BEHIND TEACHERS ENCLAVE,
MAZZEH, EAST VILA, DAMASCUS, SYRIA
(TEL NO : 00963-116115950, 934897217)

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.

Technical specifications & special condition of contract for Hiring of crane

1.0 SCOPE OF WORK:

This tender specification for the work of "Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT #3 & 4, TISHREEN SYRIA PROJECT" covers provision of **250 MT CRAWLER CRANE at Tishreen, Syria Project on hiring basis**. The specifications of the crane to be provided is as follows

Specification For 250 MT crawler crane:

- a) **Main boom length----80 mts. minimum**
- b) **Crane should be provided with--operator & maintenance staff And Should Be In Good Working Condition.**
- c) **Fixed jib----15 mts. minimum**
- D) **Cap. 250 Mt. with Basic boom of mini.15 Mtr at 4.5 Mtr radius**

Hire charges should be for 9 hrs. daily (including one hour lunch) operation with lubricants and all other consumable. Spare parts to be replaced during operation of the crane. Fuel (i.e. Diesel only) shall be provided by BHEL / BHEL's Contractor. Activities like transportation of Dis-assembled crane to site, unloading of crane components at site, assembly of crane (including Trial operation) at site, dismantling of crane after contract period (including all the extension periods as applicable), loading on to trailers and shifting out from project site shall be included in the scope of work.

2.0 DEPLOYMENT DETAILS, CONTRACT PERIOD AND DAILY WORKING HOURS

S L. N O.	PROJECT	CRANE	TENTATIVE DEPLOYMENT MONTH/YEAR	DURATION	EXTENSION PROVISION	REMARKS
1	TISHREEN SYRIA	250 MT. crawler crane	Sept,2011	17 months	3 months	/

The Contract Duration Period for Crane Deployment shall be as above, to be reckoned from the date of complete Commissioning and Load Test after Receipt of the Crane with all Accessories at Site in Good Order & Condition, as certified by BHEL's Site Engineer of respective site. However in case of exigency Site requirement, the schedule is further extendable for Additional Months (As indicated above) or can be closed earlier depending upon actual Site requirement with minimum One (1) Month's notice period in advance for respective site. The monthly rate quoted in the prescribed rate schedule shall remain firm throughout this period including extended period (if any). Terms & conditions including hiring charges for deployment of crane for period beyond Additional Months as indicated above shall be mutually discussed & finalized. However, if the performance of Crane is not satisfactory the contract shall be liable for termination without prior notice. The Crane with Operator, Helpers and service / maintenance staff shall remain available for minimum

cumulative 9 Hours/day (any part of the day) inclusive of 1 hour lunch break. The actual deployment date to be coordinated by the contractor with Construction Manager, BHEL Site Office, mentioned as above.

3.0 SCHEDULE OF CRANE MOBILIZATION & LOCATION

The tentative deployment schedule of the crane is as indicated in the Clause 2.0. Actual requirement shall be given by construction manager based on site conditions. However the Crane with all Accessories, operator, helper etc. shall have to be transported & physically mobilized to BHEL Sites as mentioned above within a period of 45 DAYS from the date of notice by Construction Manager BHEL TISREEN, SYRIA.

Consignee address as well as documents required to be sent alongwith the crane shall be informed to successful bidder alongwith advice for initiating mobilization of crane.

4.0 RATE SCHEDULE

Separate Rates for i) Monthly Rental of the Crane inclusive of **all lubricants, grease, spare parts, filters , consumables (except fuel i. e. Diesel), operator, helper Maintenance staff etc.** based on the working hours as above and ii) Mobilization and De-mobilization Charges together for the Crane to & from Site are to be quoted separately in the enclosed Price Schedule Format of this Tender. **For recording the hours of operation with engine on condition, vendor is required to maintain a separate registrar at site, which shall be certified by site engineer.** The quoted rates shall remain firm throughout the entire contract tenure including extension period as indicated in Clause 2.0 as above. The rates quoted shall be inclusive of all taxes and duties. There is no provision for any Advance Payment by BHEL for Mobilization/Demobilization etc.

4.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

4.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

5.0 The Crane Operation shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall co-operate with all BHEL personnel, BHEL's Customer, Customer's Consultants and all other Contractors, coordinating the Crane movements with others and work in a manner that shall not delay or hinder the progress of work of the project.

6.0 The contractor shall execute the work in most substantial and workmanlike manner. The materials and equipment of BHEL by the Crane shall be handled with care and diligence, while same are handled by the Crane.

- 7.0** Towards fulfillment of the relevant Safety norms, the Contractor is required to submit valid test certificate for the crane to be deployed at site. On deployment, Load test is to be conducted at site for which necessary load materials will be provided by BHEL free of cost. Local transportation of load materials shall be in the BHEL's erection subcontractor's scope.
- 8.0** Operation, Maintenance and All Consumables required for regular daily running of the Crane as per the working hours mentioned are to be provided by the Contractor. The agency should provide adequate no. Operators, Helpers and Maintenance personnel to ensure Trouble-free uninterrupted Operation, Services and Maintenance of the Crane at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill with 30% overhead.
- 9.0** Normally the Maintenance/Greasing activities in the Crane shall be done by the Contractor during Recess Period so that no working day is lost for outage of the Crane. However, any Breakdown/Repair of the Crane shall be immediately attended by contractor at his own cost & risk. The contractor is to maintain stock of adequate Spares & Consumables with the required Tools & Tackles at Site for this purpose.
- 10.0** A Log book giving full operation/maintenance/downtime if any details shall be maintained by the Contractor at Site and regularly endorsed by the BHEL Site Engineer through his signature on daily basis or as per the site procedure.
- 11.0** In case of operator's absence the contractor shall arrange alternative immediately for continuation of Site work so as not to hamper the time scheduled erection program.
- 12.0** If the crane becomes idle due to failure attributable to its own mechanism due to whatsoever reason, the idle hours for making the crane ready will either be deducted from the monthly hire charges on pro-rata basis of the accepted monthly lump sum hiring rate divided by 26 days divided by 9 hours or shall be compensated by working the lost hours during extended time on weekly off/ Holidays, at the discretion of **BHEL SITE ENGINEER**.
- 13.0 NA**
- 14.0** HOLIDAYS shall be as observed by BHEL at Site and weekly off shall be considered as holidays. However, in exigency, the Crane may be required to be operated on such holidays.
- 15.0** Cumulative working hours per day for the Crane shall be for (9) NINE Hours (i.e the normal working hours being followed by BHEL , inclusive of one hour lunch break daily), excluding weekly off and scheduled Holidays. For Crane working beyond working hours, or on weekly off /Holidays with prior permission of the concerned BHEL Site Engineer, the vendor shall be paid on pro- rata Hire Charge as per clause No. 16.

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- 16.0** HOURLY RATE FOR WORKING HOURS BEYOND CUMULATIVE WORKING HOURS (AS PER CLAUSE 15.0 AS ABOVE) AND WORKING ON WEEKLY OFF AND HOLIDAYS SHALL BE 25% OF MONTHLY HIRING RATE (i.e. SL.NO. 1 OF RATE SCHEDULE) DIVIDED BY 26 AND FURTHER DIVIDED BY 9 IN ADDITION TO MONTHELY HIRE CHARGES.
- 17.0** In case there is a total failure of the crane due to any reason whatsoever, the contractor should replace the same and bring substitute Crane within a deadline of 20 days from outage, which shall be treated as idle period and no hire charges payment shall be made for this period. In the case of Contractor's failure to do so, BHEL shall make alternative arrangements at the risk and cost of the contractor.
- 18.0** Necessary Insurance Coverage for the Crane including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost and copy of the same should be submitted to BHEL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
- 19.0** The Contractor shall follow and comply with all Safety Rules of BHEL and their customer , relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any conflict between statutory requirement and Safety Rules of the Client referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 20.0** Any loss or damage to BHEL or Customer's property due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the Contractor's Crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with the security/safety regulations of BHEL and others at site.
- 21.0** BHEL shall provide space free of cost to the contractor at Site, where they are to maintain a shed/container for working facility of their personnel and keeping/storing of their required hand tools, spares, slings, consumables etc. as necessary.
- 22.0** Contractor has to make their own arrangement for Accommodation, Transport and other amenities like Medical etc. for their crew/staff at Site at their own cost.
- 23.0** All the statutory requirements as called for by the Labour Laws and other statutory authorities are to be met by contractor and proof of compliance should be made available to BHEL.
- 24.0** Contractor shall have to arrange entry gate passes for their crew/staff at the Construction Plant Site. Necessary support in regard to forwarding of documents shall be given by BHEL.

25.0 Electrical Power/Illumination for your Crane Operation/Maintenance works at Site shall be provided by BHEL at free of cost basis. However, the Crane should have it's own lights for movement/working in the working area at Site.

26.0 The Contractor shall comply with the Plant security regulations in force at Site in entry, exit, movement & working inside the plant premises. The Vendor shall also ensure that all persons engaged by him for the work behave properly with BHEL and their Client. In case of any reported misbehavior, Vendor shall immediately withdraw such employee/person from work.

27.0 INSPECTION OF CRANE AND RIGHTS OF BHEL

While all Contractors are advised to furnish the correct specification of the Crane to be provided in the Technical Bid, BHEL reserves the right to inspect the crane before opening of price bid and to reject the same in case it is not found in order up to the stated specification. In such case of rejection, Contractor has to immediately source alternate Crane for inspection, and BHEL shall have the right to forfeit the EMD in case contractor fails to offer the crane for inspection & bid offered by vendor shall cancelled and not to be further considered.

28.0 TAXES & DUTIES

28.1 The bidder shall quote their rates inclusive of all expenses, taxes/ duties {applicable outside Syrian Arab Republic (SAR) and local taxes and duties in Syria Arab Republic}. 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.

28.2 The bidder shall quote their rates inclusive of workers insurance expenses for this work (with the Establishment of Social Insurance at Syria Arab Republic).

28.3 Custom clearance shall be done by the contractor as per procedures prevailing at Syria Arab Republic.

28.4 The above mentioned taxes, duties and expenses that are levied inside Syria Arab Republic and which will be borne by the contractor, will be applied according to the valid laws in Syria Arab Republic

29.0 TERMS OF PAYMENT:

(i) The Contractor shall submit the bill once in a month at the end of each month. **100% payment after necessary statutory & other deductions** shall be released within 30 days from the respective **BHEL Site** on submission of the **tax invoice** complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect.

a) **Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer (as detail in Clause 4.0).**

b) Mobilization & Demobilization Charges, as applicable (i.e 50 % each of Item no 2 of Rate Schedule), with BHEL Site Engineer's certification.

(ii) RETENTION AMOUNT

(a) Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.

(b) 100 % of Retention Amount shall be refunded along with 'Final Bill'.

30.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended extension period as indicated in Clause 2.0 as above .

31.0 CURRENCY OF PAYMENT

The Running/Final Bill Payments shall be made as follows subject to Syrian Bank / Reserve Bank of India guidelines:

- 1.) 30% of the Net Payable Amount – in SYRIAN POUNDS (SYP)
- 2.) 70% of the Net Payable Amount – in EURO

The EURO-SYP exchange rate for RAB payments shall be taken as declared by Central Syrian bank on the last day of the month for which the Running Account Bill has been raised. The conversion rate for Euro to SYP shall be the "Buying rate" of Euro by Central Syrian bank.

32.0 SECURITY DEPOSIT (SD)

32.1 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. For conversion of any amount in this tender/contract from one currency to the other currency, wherever required, exchange rates as applicable on the date of technical bid opening shall be considered.

32.2 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 in this tender and also that the BG should be issued preferably through any of the Schedule Banks in India. 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 Indian Schedule Banks.

33.0 LIQUIDATED DAMAGES (LD):

Liquidated Damage provision shall remain applicable for delay in Crane deployment to Site and shall be applicable and to claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of **10% of the contract value**

34.0 SPECIAL CONDITIONS FOR SYRIA

34.1 SOCIAL ACCOUNTABILITY

- a) 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.
- b) The Contractor shall abide the requirement of Syrian government laws/ guidelines for Working hours and holidays.
- c) The Contractor shall abide by the statutory requirement of Minimum Wages as per Syria Rules and Regulations.
- d) Social Insurance participation: The contractor shall be subject to the labour law valid in the Syrian Arab Republic concerning employment and misemployment of Syrian Workers. He shall also be subject to legislation concerning social insurance valid in SAR, especially those related to work accidents and illness of profession as a result of work nature. He shall bear all insurance payments relating to that and also all payments of social insurance arising from the execution of the contract.

34.2

- a) The contractor shall undertake to respect the regulations, laws and provisions valid in the Syria Arab Republic.
- b) 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.
- c) 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:
 - i) 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.
 - ii) They must be registered in the commercial register if he is a Syrian or treated like a Syrian.
 - iii) 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.
 - iv) They must not be convicted of a crime or a disgraceful act unless he has been reinstated.
 - v) 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.
 - vi) 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-VII of this tender.

d) As the work shall be carried out in Syria and many activities shall be governed by the applicable Laws of Syrian Govt. , the bidders should ensure considering the latest Syrians Laws before quoting. While executing the work the Contractor shall undertake to respect the regulations, laws and provisions valid in the Syrian Arab Republic.

e) The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority. 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.

f) 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 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.

g) The Contractor shall comply with all applicable Syrian 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.

34.3 INSTRUCTIONS TO TENDERERS

The tenderers are advised to physically visit the site and fully acquaint themselves with site conditions, local laws ,taxes, social security norms etc. and the fact that other contractors also would be working in this area. The material brought and stacked for construction should not make hindrance to other contractors. 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.

34.4 The responsibility toward others : The contractor will bear the responsibility of all damages which hurt others due to the execution of the contract works, and he is obliged to pay compensation of these damages according to the laws and regulations valid in Syrian Arab Republic. Where the damages have occurred, BHEL has the right

to recourse upon him for any consequent obligations through clearing or any other procedure.

35.0 OTHERS

- 36.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 36.2 The tenderer shall specifically confirm that they have acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved 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.
- 36.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job 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.

36.0 GENERAL

Health, Safety & Environment management (HSE) BHEL-Power Sector (NR) is ISO 9001, ISO 14001, OHSAS 18001, ISO 27001 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 engineer. The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health & safety hazards, controlling pollution and wastage. The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL (Safe Work Practices).

General Conditions of Contract

1. GENERAL INSTRUCTION TO TENDERERS

1.1 DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2 SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Construction Manager, BHEL Office, Damascus.
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.**
- 1.2.3 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.4 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access

to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

- 1.2.5 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

- 1.4.1 **Conventional (Manual) Price Bid opening** : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
 - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
 - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
 - v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'".

1.5 AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/ an authorization letter in company's letter

head, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.,

1.6 EARNEST MONEY DEPOSIT

- (a) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
 - ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
 - iii) No other form of EMD remittance shall be acceptable to BHEL
 - iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Northern Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
 - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
 - v) Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL PSNR HQ issuing the tender shall be enclosed along with the offer.
- (b) EMD by the bidder will be forfeited as per Tender Documents if
- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- (c) EMD shall not carry any interest.
- (d) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.7 SECURITY DEPOSIT

1.7.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value

2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

1.7.2 The security Deposit should be furnished before start of the work by the contractor.

1.7.3 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.7.4 The Security Deposit shall not carry any interest.

1.7.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced and the enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor

1.7.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.7.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL

reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.8 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.9 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

1.10 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.10.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-
- a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.10.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.10.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL .
- 1.10.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.10.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.10.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.10.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.10.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.10.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.10.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 1.10.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.10.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.0 GENERAL CONDITIONS OF CONTRACT

2.1 COMMENCEMENT OF WORK

- 2.1.1 The contractor shall commence the work immediately on arrival of ship at Tartous Port, Syria or as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 2.1.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any

further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.1.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.2 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.2.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.2.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.2.3 To meet the expenses including BHEL overheads of 30% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.2.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.2.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody,

due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 15% on all such payments.

- 2.2.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 2.2.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 2.2.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Final Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

2.3 ARBITRATION & RECONCILIATION

- 2.3.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

The award of the Arbitrator shall be binding upon the parties to the dispute

2.3.2 The cost of arbitration shall be borne equally by the parties.

2.3.3 Work under the contract shall be continued during the arbitration proceedings

2.4 PAYMENTS

Payments to Contractors are made in any one of the following forms

Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract.

2.4.1 Final Bill

Final Bill“ is used for final payment on closing of Running Account for works or for single payment after completion of works. „Final Bill“ shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) No Claim Certificate“ by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, Various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format
BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.5 CLOSING OF CONTRACTS

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

2.6 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

ANNEXURE-I

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,..... Hereby declare and confirm that we have acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition for the site under the subject namely, We also confirm that local taxation laws at the site have been clearly understood by us.

Tenderers Name and Address

Place:

(Signature of the Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

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

M/s.....

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

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

(M/s. BHEL, PSNR)

(M/s.....)

ANNEXURE-III

FORMAT 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)

ANNEXURE - IV

FORMAT OF UNDERTAKING

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

REF:

Dt.

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

**Sub.: Tender for “Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW,
UNIT #3 & 4, TISHREEN SYRIA PROJECT.”**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites as mentioned in NIT 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)

ANNEXURE – V

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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

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

ANNEXURE – VI

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

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

ANNEXURE-VII

**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 tenderer's letter head)

REF:

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

Dt.

**Sub: Compliance to Article 11 of the Uniform System of Contracts Law No. (51), Decree
No. 450 of Ministry of Finance, Syria Arab Republic**

TENDER NO. BHEL/ NR/SCT/ TISHREEN-3&4/ CRANE HIRING/ 813

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. **(For participant who 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 who are Syrian or treated like a Syrian).**
- d. We are not convicted of any crime or a disgraceful act.
- 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 tenderer)

UNPRICED RATE SCHEDULE

JOB: "Hiring of 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT #3 & 4, TISHREEN SYRIA PROJECT."

Sl. No.	Description	Project	Unit Rate In Figures & Words in EURO	Qty.	Total price for crane in EURO
(A)	(B)	(C)	(D)	(E)	F= (D) x (E)
		PROJECT			
1	Monthly Lumpsum Hire Charges for providing one 250 MT CRAWLER CRANE FOR 2X200 MW, UNIT #3 & 4, TISHREEN SYRIA PROJECT inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, maintenance staff etc. as per Tender Specification & Terms & Conditions.	TISHREEN SYRIA	EURO. PER MONTH	17 Months	EURO.
2	Mobilisation and Demobilisation charge for the crane		EURO. (L.S)	L.S.	EURO.
GROSS TOTAL PRICE FOR SHRINAGAR PROJECT= 1(F) + 2(F)					EURO.

NOTE:

1. The above rate quoted shall be firm for **all the model** of the cranes offered **against this tender. In case more no. of models are quoted, the lowest rate amongst the technically accepted models shall be considered.**
2. Fifty percent of the above Lumpsum Rate quoted for Mobilisation & Demobilisation Charge against SI.No.2 will be payable against Mobilisation as defined in tender and balance fifty percent is payable against Demobilization as defined in the tender.
3. Hiring period will start from the date of commissioning and load testing of the crane at Site up to the period of last operation of the crane prior to releasing the crane for demobilizing.
4. The above quoted rates are inclusive of all taxes.

**DATE:
PLACE**

**SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:**

(SEAL OF THE BIDDER)

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____
