



# **BHARAT HEAVY ELECTRICALS LIMITED**

**(A GOVT. OF INDIA UNDERTAKING)**

**ELECTRONICS DIVISION**

**Mysore Road, Bangalore - 560 026**

**External Services Department**

## **Notice Inviting Tender (NIT)**

**For**

**SUB - CONTRACTING THE WORK OF COMPREHENSIVE  
ANNUAL**

**MAINTENANCE CONTRACT (CAMC) FOR SIEMENS DDCMIS  
(SPPA-T3000)**

**SYSTEM FOR THREE YEAR DURATIONS**

**AT**

**NTPC Ltd. – MOUDA**

**(2 X 660 MW) DIST. NAGPUR, MAHARASHTRA AND  
GADARWARA (2x800 MW) DIST.NARSINGPUR, MP**

**TENDER Ref. No.: CE/ES/2021-22/01/NTPC-MOUDA-  
GDR/CAMC/GGM Tender Date: 21.07.2021**

**Due Date and Time for submission of Bid: 30/07/2021,  
13:00 Hrs. Due Date and Time of Tender Opening:  
30/07/2021 at 13:30 Hrs.**

**Total Number of pages (Including Cover page): 43**



## BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )

External Services Department

Electronics Division Mysore Road

Bangalore Karnataka State- 560 026

E mail: *gopal.maurya@bhel.in*

### IMPORTANT NOTE

BIDDER TO 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 RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION IS  
ISSUED TO:

**M/s Siemens Ltd.**

**4th Floor, 272/688, Anna Salai,**  
**Chennai 600006, India.**

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM

Dated 21.07.2021

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**Signature & Seal of the bidder**

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## **BHARAT HEAVY ELECTRICALS LIMITED**

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External Services Department

Electronics Division Mysore Road

Bangalore - 560 026 Karnataka State

## **TECHNO-COMMERCIAL BID**

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM

Dated 21.07.2021

**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )

External Services Department

Electronics Division, Mysore Road

Bangalore - 560 026 Karnataka State

**TENDER NOTICE**

TENDER REFERENCE	CE/ES/2021-22/01/NTPC-MOUDA-GDR/CAMC/GGM Date:21.07.2021
JOB	WORK OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR SIEMENS DDCMIS (SPPA-T3000) SYSTEM FOR THREE YEARS DURATION
PROJECT SITE	NTPC Ltd. – 1.MOUDA STPPS PROJECT, (2 X 660 MW) STAGE-II, AND 2.GADARWARA STPPS PROJECT,(2X800 MW)
TENDER TYPE	SINGLE PART BID
EMD AMOUNT	<b>₹20,66,720/-</b> (Rupees Twenty Lakhs Sixty-six Thousand Seven Hundred Twenty only)
TENDER FEE	<b>-NIL-</b>
DUE DATE & TIME FOR SUBMISSION	<b>30.07.2021 upto 13:00 Hrs.</b>
ESTIMATE	<b>₹904 Lakhs excluding taxes</b>
ADDRESS AND CONTACT DETAILS OF OFFICER INVITING TENDER	Shri. Gopal Govind Maurya/SDGM Shri. G Saravanan/AGM External Services, NEB 5 <sup>th</sup> Floor, BHEL Electronics Division, Mysore Road, BANGALORE - 560 026 Karnataka State. Phone: 08026998605/08026999240 e-mail: <a href="mailto:gopal.maurya@bhel.in">gopal.maurya@bhel.in</a> / <a href="mailto:saravanang@bhel.in">saravanang@bhel.in</a>

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM

Dated 21.07.2021

Email password protected tender file /Sealed tenders are invited from the bidder for the work of “COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR SIEMENS DDCMIS (SPPA-T3000) SYSTEM FOR THREE YEAR” at 2 x 660 MW MOUDA STPPS, Nagpur Maharashtra and 2x800 MW GADARWARA STTPS, Narsinghpur, MP. of NTPC Ltd.

## **PROCEDURE FOR SUBMISSION OF SEALED/EMAIL TENDERS**

The Bidders must submit their signed bids as required in Single part in Single sealed Covers prominently super scribed as “Techno-commercial cum Price Bid ” on the cover, Tender specification number, Due date and Time, as mentioned in the Tender notice or scanned copy through email with password protected file and password can be shared on the day of opening of tender before 10 AM so that print can be taken for submissions/opening.

### **COVER-I – TECHNO-COMMERCIAL CUM PRICE BID**

Complete set of Tender Documents included in tender consisting of General Conditions of Contract “Technical Specification & Special Terms and Conditions” issued by BHEL. All schedules, Data sheets and details called for in the specification shall also be submitted along with the bid. All details / data / schedules including offer letter duly signed and stamped are to be submitted. This Sealed Cover shall be super scribed with Tender Reference number, Due date, Time.

### **Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
Dated 21.07.2021

## **INSTRUCTIONS TO BIDDER**

I.) The Tender Documents comprises of following-

- i. Tender Notice
- ii. Procedure for submission of sealed tenders
- iii. General Instructions to tenderers.
- iv. Project Synopsis
- v. General Conditions of Contract
- vi. Annexures
- vii. Special Conditions of Contract
- viii. Scope of Work
- ix. Schedule of Price

II) Tenders must be submitted to the undersigned latest by 13:00 Hrs on 30.07.2021. Techno-commercial bids shall be opened at 13:30 Hrs. on due date at the office of the undersigned. Tenders not accompanied with full Earnest Money Deposit of ₹20,66,720/- by Pay Order or Demand Draft will not be considered. Tenders received after the due date and time shall be liable to be summarily rejected.

III) All corrigenda, addenda, amendments and clarifications to this tender will be hosted in BHEL websites [www.bhel.com](http://www.bhel.com) & email communication to the bidder will be given and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

IV) BHEL reserves the right to accept or reject tender without assigning any reason whatsoever.

V) BHEL takes no responsibility for any loss / delay of documents correspondences sent by courier / post / mail.

VI) Bids once submitted, shall not be returned.

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

### **Signature & Seal of the bidder**

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Dated 21.07.2021

## GENERAL INSTRUCTIONS TO TENDERERS

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover super-scribing the name of work, tender enquiry number as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST** " and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected (decision at sole discretion of BHEL). Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
7. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

### Signature & Seal of the bidder

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
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9. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
  10. DATA TO BE ENCLOSED: Full information shall be given by the tenderer in respect of the annexures.
  11. EARNEST MONEY DEPOSIT: Every tender must be accompanied by the prescribed amount of Earnest Money Deposit.
  12. AUTHORISATION AND ATTESTATION: Tenders shall be signed by persons duly authorised / empowered to do so.
  13. VALIDITY OF OFFER: THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF **THREE MONTHS** FROM THE DATE OF OPENING OF TENDERS. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
  14. EXECUTION OF CONTRACT: The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per ANNEXURE-'I' with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.
  15. Acceptance of Security Deposit 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.
  16. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
  17. The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
  18. RETURN OF SECURITY DEPOSIT : If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor.
  19. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be
- Signature & Seal of the bidder**

released only after the guarantee period is over. The guarantee period is NIL for this contract.

20. All the BGs are to be submitted as per BHEL proforma.
21. 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.
22. a) To reject any or all of the tenders.
  - (b) To split up the work amongst two or more Tenderers.
  - (c) To award the work in part.
  - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
23. Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
24. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
25. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
26. 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 moneys due.
27. The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission from BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
28. **NO DEVIATIONS** to the tender conditions will normally be accepted. However, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be called for discussion during evaluating the tenderer's offer. However, if any such deviations are sought by bidders, are to be sent along with the bid in separate sheet with clause no., page no. , section, sub-section etc. with clear text mentioning the deviations sought.

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## PROJECT SYNOPSIS

1.The NTPC Ltd., having its Coal fired Thermal Power station at Mouda Stage-II, (Rating:- 2 x 660MW), Mouda - Road, Mouda , CHACHER, Ramtek, Maharashtra 441106. The Stage-II, (2x660 MW) of this project has already been commissioned and COD completed.

As per contractual T&C, BHEL has to carry out the comprehensive annual maintenance contract post warranty for stage II (2 x 660 MW) for DDCMIS System.

Approach to site:

Mouda Super Thermal Power Station or NTPC Mouda is located at Mouda a Tehsil in Ramtek subdivision of Nagpur district in Nagpur revenue Division in the Berar region in the state of Maharashtra, India. Nearest Airport is Nagpur airport.

Project Location with Map co-ordinates:



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2.The NTPC Ltd., having its Coal fired Thermal Power station at GADARWARA Stage-I, (Rating:- 2 x 800MW), Khasara No.-24&25, Village Dongargoa, Narsinghpur District, Madhya Pradesh Pin-487770. The Stage-I, (2x800 MW) of this project has already been commissioned and COD completed.

As per contractual T&C, BHEL has to carry out the comprehensive annual maintenance contract post warranty for stage I (2 x 800 MW) for DDCMIS System.

Approach to site:

The Project (NTPC Gadarwara) is located at near by Gangai village in Gadarwara Tehsil in Narsinghpur District in Indian state of Madhya Pradesh. Nearest Railway station Gadarwara Junction. Nearest Airport Jabalpur.

Project Location with Map co-ordinates:



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## GENERAL TERMS AND CONDITIONS

1. BHEL (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
2. 'ENGINEER' or 'ENGINEER-IN-CHARGE' shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at BHEL Bangalore.
3. 'SITE' shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
4. 'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment or service (here it is NTPC Ltd.).
5. 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
6. 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules 8 of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/
7. Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
8. '**GENERAL CONDITIONS OF CONTRACT**' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
9. '**TENDER SPECIFICATIONS**' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.
10. '**LETTER OF INTENT**' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions

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contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

11. '**COMPLETION TIME**' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the site which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
12. '**PLANT**' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
13. '**EQUIPMENT**' shall mean all equipment, machineries, materials, electricals and other components of the plant covered by the Contract.
14. '**TESTS**' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
15. '**APPROVED**', '**DIRECTED**' or '**INSTRUCTED**' shall mean approved, directed or instructed by BHEL.
16. '**WORK**' or '**CONTRACT WORK**' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
17. '**SINGULAR**' and '**PLURAL**' etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or association or Body of Individuals, whether incorporated or not.
18. '**HEADINGS**' The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
19. '**MONTH**' shall mean calendar month.
20. '**WRITING**' shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

## **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

21. The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Bangalore, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

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## **COMMENCEMENT AND COMPLETION OF WORK**

22. The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
23. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit 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.
24. All the works shall be carried out under the direction and to the satisfaction of BHEL / Customer.

## **MEASUREMENT OF WORK AND MODE OF PAYMENT**

25. All payments due to the contractor shall be made by EFT only (Transaction charges if any to contractors account) within 30 days from the date of receipt of proper tax invoice at BHEL.
26. Payment shall be made to bidder on quarterly basis in equal installments of the 100% of the total order value along with applicable taxes & duties at the end of each quarter.
27. For progress / running bill payments, the contractor shall present protocols duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period along with site engineer attendance sheet certified by Customer in line with terms of payment as per Letter of Intent. These protocols shall be prepared jointly with Contractor, Customer / BHEL and signed by both the parties.
28. Protocols shall be taken jointly by persons duly authorized by BHEL / customer and the Contractor.
29. Final bill shall be submitted along with certificate / email issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL, unqualified 'No Claim' and 'No Demand' certificates and that all the mandatory spares received by contractor from customer should be replenished to customer / BHEL before the end of AMC period & clearance from Customer EIC regarding the same. Also, the list of faults corrected and parts, expendables utilized during AMC period etc. properly

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documented to be handed over to BHEL & One Copy to Customer. The final bill shall be paid within a reasonable time after completion of the work.

## **RIGHTS OF BHEL**

30. BHEL reserves to itself the following rights in respect of this contract without entitling the Contractor to any compensation.
31. To get the work done through another agency at the risk and cost of the contractor and to terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
  - a) Contractor's continued poor progress.
  - b) Withdrawal from or abandonment of the work before completion of the work.
  - c) Corrupt act of the contractor.
  - d) Insolvency of the contractor.
  - e) Persistent disregard of the instructions of BHEL/ Customer.
  - f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - (g) Non-fulfillment of any contractual obligations.
32. **To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.**
33. To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
34. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
35. To recover LD if any claim from customer due poor workmanship during the AMC resulting in losses to customer. The liability of the contractor will be limited to the value of total contract price.

## **RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

36. The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:
37. The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., in respect of the contractors posted engineer at such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees'

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Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site (whichever applicable). The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

38. Workmen compensation insurance policy for the contractors posted engineer at site will be in the scope of contractor only.
39. The contractor shall be responsible for proper accommodation, local transportation including adequate medical facilities for the personnel employed by him.
40. The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
41. The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
42. All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
43. It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials. However, depending on the AMC requirement, any tools required for completion of job to be arranged by contractor on his own cost.
44. The contractor shall fully indemnify and keep indemnified BHEL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
45. Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
46. The contractor shall ensure good housekeeping practice at the place of work / site during execution of AMC.
47. 99.7% availability of the system during the AMC by timely resolution of problems (if any) arising during the AMC execution is the essence of this contract.

#### **Signature & Seal of the bidder**

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## **RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

48. All safety rules and codes applied by BHEL / its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of his engineers posted at site during the entire period of the contract. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc.
49. The contractor shall provide to its work force and ensure the use of minimum personal protective equipment as found necessary always during the working hours at site.
50. All tools & plants, equipment etc. If any used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness shall be produced if requested by customer / BHEL before putting them to use and from time to time.
51. In case of a fatal or disabling injury / accident to any person at site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
52. In case of any damage to customer's property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

## **FORCE MAJEURE**

53. The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
54. If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

## **Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
Dated 21.07.2021

## **ARBITRATION & CONCILIATION**

55. All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the BHEL's representative or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 or its amendments thereof. The parties to the contract understand and agree that it will be no objection that the BHEL's representative or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the BHEL's representative or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. 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.
56. The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL –EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.
57. The Arbitrator shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.
58. The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.

### **Signature & Seal of the bidder**

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Dated 21.07.2021

59. Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
60. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

**Signature & Seal of the bidder**

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Dated 21.07.2021

**ANNEXURE - I**  
**AGREEMENT**

Agreement No. and Date \_\_\_\_\_

Name of the Work \_\_\_\_\_

Name of the Contractor with \_\_\_\_\_  
Full Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Value of work awarded \_\_\_\_\_  
Letter of Intent No. and Date \_\_\_\_\_  
Scheduled Commencement Date \_\_\_\_\_  
Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021 between  
BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a  
Company incorporated under the Companies Act, 1956, having its Registered Office at  
BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the 'Contractor') of the  
SECOND PART.

WHEREAS M/s -----state that  
they have acquired and possess extensive experience in the field of -----  
-----

And whereas in response to an Invitation to Tender No. ----- issued by  
BHEL for execution of ----- the contractor

**Signature & Seal of the bidder**

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submitted their offer No.-----dated -----And  
whereas BHEL has accepted the offer of the Contractor on terms and conditions specified  
in the Letter of Intent No.-----dated -----read with the references  
cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between  
the parties as follows:

1. That the contractor shall execute the work of -----and  
more particularly described in Tender Specification No -----including  
Drawings and Specifications (hereinafter called the said works) in accordance with  
and subject to terms and conditions contained in these presents, instructions to  
Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter  
of Intent dated -----and such other instructions, Drawings, Specifications  
given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/  
approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.-----  
---- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -  
-----for a sum of Rs.-----executed by -----  
- ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.----- in the  
form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----  
---executed by ----- in favour of BHEL valid upto ----- and has  
agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work  
done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.-----  
- vide Bank draft

No.-----dated -----and by adjusting EMD of Rs.-----submitted vide  
Bank draft No.----- dt.-----) and has agreed for recovery of balance Security  
Deposit by BHEL @ 10% of the value of work done from each running bill till the entire  
security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such  
further period or periods as may be required by BHEL and if the Contractor fails to obtain  
such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery  
of Rs.----- from the bills in one installment and the contractor further agrees that  
failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount  
in the manner specified above shall constitute breach of contract. In addition to above,

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
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BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.

10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in

### **Signature & Seal of the bidder**

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respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail. 16. The following documents

1. Invitation to Tender No----- and the documents specified therein.

2. Contractor's Offer No----- dated-----.

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. Letter of Intent No \_\_\_\_\_ dated \_\_\_\_\_.

7. \_\_\_\_\_

Shall also form part of and govern this Agreement

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS  
holding a valid Power of Attorney)

(to be signed by a person

(CONTRACTOR)

1.

2.

WITNESS

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
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1.

2.

(For and on behalf of BHEL)

**ANNEXURE - II**  
**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by -----  
----- (Bank) hereinafter called the "The Guarantor" (which expression shall  
unless repugnant to the context or meaning thereof be deemed to include its successors  
and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India  
Undertaking) a company incorporated under the Companies Act, 1956, having its  
registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at  
Electronics Division , P.B No. 2606 Mysore Road ,Bangalore 560 026 hereinafter called  
"The Company" (which expression shall unless repugnant to the context or meaning  
thereof by deemed to include its successors and assigns) WHEREAS -----  
----- (hereinafter referred to as the Contractor) have entered into a contract  
arising out of Letter of Intent no.----- dt.----- (hereinafter referred to as "the  
contract") for the construction of ----- with the company.

**Signature & Seal of the bidder**

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AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

**Signature & Seal of the bidder**

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Dated 21.07.2021

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.-----

----- (Rupees-----) Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of Bangalore only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

**Signature & Seal of the bidder**

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Signed for and on behalf of the Bank

Signatory No.-----)

#### WITNESSES

Name & Address

Name & Address

Notes :

The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.

The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.

#### LIST OF MEMBER BANKS

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
Dated 21.07.2021

1. State Bank of India CAG Branch, 10th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001	8. Deutsche Bank, Tolstoy Marg, New Delhi – 110001
2. Canara Bank 74, Janpath, New Delhi – 110001	9. Citi Bank N A Jeevan Vihar Building, Sansad Marg, New Delhi – 110001.
3. Punjab National Bank, 74, Janpath, New Delhi – 110001.	10. Standard Chartered Bank, H2 Block, Connaught Place, New Delhi – 110001.
4 State Bank of Hyderabad, Surya Kiran Building, K.G. Marg, New Delhi – 110001.	11. ICICI Bank Ltd., ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, New Delhi – 110003.
5. State Bank of Mysore, Antriksh Bhawan, K.G. Marg, New Delhi – 110001.	12. IDBI Bank Ltd., 19, K.G. Marg, Surya Kiran Building, New Delhi.
6. State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangaloe – 560001.	13. HSBC Ltd., ECE House, 28 KG Marg, New Delhi – 110001.
7. State Bank of Travancore, Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.	14. Bank of Baroda, Corporate Banking Branch, 11th Floor, BOB Building, Sansad Marg, New Delhi – 110001.
BGs from any other branches of above mentioned banks are acceptable.	

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
Dated 21.07.2021

## **NON DISCLOSURE AGREEMENT**

(On Bidders letter head)

### **Memorandum of Understanding**

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

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

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 EDN Bangalore.

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

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
Dated 21.07.2021

## **ANNEXURE - IV**

### **NO DEVIATION CERTIFICATE FORMAT OF UNDERTAKING**

REF:

Date:

To

Bharat Heavy Electricals Limited

Electronics Division

Mysore Road

Bangalore 560 026

Sub: "WORK OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR SIEMENS DDCMIS (SPPA-T3000) SYSTEM FOR THREE YEAR DURATION" at MOUDA 2 x 660 MW Project (Stage-II ) of NTPC Ltd. - MOUDA Super Thermal Power Plant, and at Gadarwara 2x800 MW Project of NTPC Ltd – Gadarwara super thermal power Project at location mentioned in NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM Dated 21.07.2021

Dear Sirs

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

Thanking you

Yours Faithfully

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

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM

Dated 21.07.2021

## **SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL**

1. The intent of this specification is to provide services for execution of job according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards CAMC shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
2. The contractor shall carry out the work in accordance with standard practices / codes /instructions /drawings/ documents / specification/ supplied by OEM / Customer.
3. Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices :
  - a) Mandatory posting of well experience engineer (1 Nos.) with adequate knowledge in SIEMENS SPPA-T3000 DDCMIS System required for this CAMC job.
  - b) Working hours of Contractor Engineer at Site: - 8 hours per day of normal working time on week day from Monday to Friday and 4 hours on Saturday are to be reckoned with. Sunday & National / local holidays will be considered holidays. Due to any emergency / urgency, absence upto 2 days is acceptable to BHEL. Any critical issues reported by customer during this period calling for presence of contractor personnel, suitable replacement has to be arranged immediately.
  - c) Any long absence of contractors engineer from site more than 2 days has to be informed to BHEL / Customer with suitable replacement for the continuity.
  - d) Completion of work to the satisfaction of the customer.
  - e) Good quality and accurate workmanship for proper performances of equipment & 99.7% availability of the system.
  - f) The contractor shall also comply with applicable legislation and regulations (State / Central)with regards to Health, safety and environmental aspects for minimizing risk arising 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.
  - g) Local transportation, lodging & boarding to the contractors engineer posted at site during the entire contract duration.
  - h) Contractor shall organize System Maintenance training programme on SIEMENS SPPAT3000 System for 5 Nos. engineers of BHEL at Contractors / OEM training facility in Gurgaon.

### **Signature & Seal of the bidder**

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4. 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 and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
  - c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour (Regulation & Abolition) Act, 1970.
  - 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 by the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.

## **CONSUMABLES**

5. The contractor shall supply expendable items (like printer ribbon, ink / toner cartridge print head etc.) required for carrying out the CAMC job as per requirement furnished by NTPC.
6. It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non availability of any consumable materials or equivalent suggested by BHEL / customer cannot be considered as reason for not attaining the required progress or for additional claim.
7. It shall be the responsibility of the contractor to obtain prior approval of BHEL / customer regarding suppliers, type etc. before procurement of consumables.
8. BHEL reserves the right to reject the use of any consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required & records maintained.
9. In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from OEM and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time (30% at present). Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the contractor.
10. Cards/Modules / peripherals/ cables/components etc. as required during the CAMC period must be stocked in enough quantities to ensure 99.7% availability of the system.

## **Signature & Seal of the bidder**

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Dated 21.07.2021

## **TOOLS AND TACKLES:**

11. All Tools & tackles which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working. 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 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.
12. Retesting/ re-calibration (calibration equipment) shall also be arranged at regular intervals during the period of use as advised by BHEL / customer (if necessary) within the contract price.
13. It shall be the contractor's responsibility to deploy the required T&P / IMTE, for timely and successful completion of the job.

## **PROGRESS REPORTING**

14. The contractor shall submit compulsorily daily, weekly and monthly progress reports / protocols, manpower reports, materials reports, expendable items, consumables report and other reports to BHEL & a copy of customer.

## **DRAWING AND DOCUMENTS**

15. All as build drawings and necessary documents required for the AMC will be furnished by customer on request.

## **INCOME TAX, GOODS & SERVICE TAX (GST)**

16. Income tax as applicable under section 194 shall be deducted from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
17. Price quoted shall be exclusive of GST. The GST, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of GST paid (GSTR-1 & GSTR-3B) by them immediately after the returns filed in GST online portal. The contractor shall furnish GSTIN registration certificate obtained for the state of Project (Place of Supply / Service).
18. BHEL GSTIN number is **27AAACB4146P1ZF (For Maharashtra State) and 23AAACB4146P1ZN (For Madhya Pradesh State)**. All invoices to contain this BHEL GSTIN No. as per applicability .
19. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.

## **Signature & Seal of the bidder**

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20. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
21. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
22. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
23. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
24. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
25. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
26. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
27. Penalty if any, charged to successful bidder during execution of the job, GST as applicable will be recovered along with penalty amount.
28. As per GOI, Ministry of Finance - 1st day of October, 2018, as the date on which the provisions of section 51 GST Act shall have come into force. If applicable for this contract to be acceptable to contractor.

## PRICE VARIATION

29. The finally accepted rates for scope of work as defined in this tender shall be **FIRM for the entire contract** period. No price variation on accepted rates is allowed.

## EMD & SECURITY DEPOSIT

30. EMD of **₹20,66,720.00** (Rupees Twenty Lakh Sixty Six Thousand and Seven Hundred Twenty only) in the form of **crossed DEMAND DRAFT** drawn in favour of “**BHEL-Electronics Division, Bangalore**” payable at Bangalore shall be sent along with the bid (**or**) Payment thro’ SBI Collect portal is also acceptable. EMD in any other form will not be accepted.
31. EMD shall not carry any interest.

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32. EMD by the tenderer will be forfeited if after opening the tender, the tendered revokes his tender within the validity period or increases the rates w.r.t earliest quoted rates.
33. EMD by tenderer will be forfeited if the tenderer fail to deposit the required security deposit or does not commence the work within the period as per LOI / contract.
34. EMD given by all unsuccessful tendered shall be refunded normally within thirty days of acceptance of award of work by the successful tenderer & tendered should have submitted required formats (NEFT form certified by Bank Manager in original) for EFT mode of payment along with a crossed cancelled Cheque.
35. EMD of successful tenderer will be retained as part of Security Deposit.
36. The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part Security Deposit, the BG shall be issued as per the Proforma enclosed as per Annexure-III of the GCC and also that the BG should be issued preferably through any of the Member Banks listed in the GCC.
37. For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.
38. Security deposit @ 5% of the contract value (including GST) shall be paid by the successful bidder. The successful bidder has option to pay a minimum of 50% of the SD amount by pay order or demand draft in favour of BHEL, payable at Bangalore before start of work and balance 50% can be recovered while releasing the payment for work carried out in first running bill.
39. The security deposit shall not carry any interest.

## **OTHERS**

40. In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
41. The tenderer shall specifically confirm that 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.

## **SCOPE OF WORK**

### **42. Application Server & Automation Server Maintenance**

- 42.1 Review of the system performance with the site person in-charge and list down all the areas of concern including the modifications carried out by the customer after the last maintenance job.
- 42.2 General checking of the cabinets.
  - a) Check for dust and any loose connections/wires.

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- 42.3 Analyze Cabinet related problems.
  - a) Localize the hardware related faults.
  - b) Suggest replacement/repair.
  - c) Carry out the replacement.
  - d) Assist the customer engineers to initiate the repair work.
- 42.4 Analyze the module related problems.
  - a) Localize the fault and its cause.
  - b) Modify the user software if required, provided the plant condition permit.
  - c) Suggest replacement/repair of module.
  - d) Carry out the replacement.
  - e) Assist the customer to initiate the repair work.
- 42.5 Checking of power supply voltages at different levels.
  - a) at the cabinet entry level.
  - b) at the module level.
  - c) at the system bus level.
  - d) Adjust the level if any drifts are observed.
- 42.6 Attend to reported software related problems and suggest solutions.
- 42.7 Assist the customer engineers to bring-in the new functional requirements without any configuration changes.
- 42.8 Analyze the faults and subsequent hardware repairs and suggest any further precautions.
- 42.9 Check the healthy functioning of the Application Server and solve any problems related to hardware and/or software.
- 42.10 Check the I/O and FIM cabinets for any visible faults.
- 42.11 Analyze any faults of PROFIBUS & rectification of the same.
- 42.12 Checking of hardwired interfaces wherever applicable.
- 42.13 Checking of faulty controller, drives and other software control blocks.
- 43. Operation & Monitoring System (Thin Client) Maintenance**
  - 43.1 Review of the system performance with the site person in-charge and list down all the areas of concern including the modifications carried out by the customer after the last maintenance job.
  - 43.2 General checking of the Thin Client machines.
    - a) Check for dust and any loose connections/wires & LAN connectivity.
    - b) Check the surrounding environments for suitable operating conditions.
  - 43.3 Analyze Cabinet related problems.
    - a) Localize the HW related fault.
    - b) Suggest replacement/repair.
    - c) Carryout the replacement.
    - d) Assist the customer engineers to initiate the repair work.
  - 43.4 Analyse the software related problems.

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- a) Localize the fault and its cause.
  - b) Modify the user software if required, provided the plant condition permit.
  - c) Suggest replacement / repair of machines.
- 43.5 Checking of power supply voltages at different levels.
- a) At the console entry level.
  - b) Adjust the level if any drifts are observed.
- 43.6 Attend to reported software related problems and suggest solutions.
- 43.7 Assist the customer engineers to bring-in the new functional requirements without any configuration changes.
- 43.8 Analyze the faults and subsequent hardware repairs, software and suggest any further precautions, up gradations whenever necessary.
- 43.9 Backup of system software and removal of junk files in Thin Client machines.
- 43.10 Checking for healthy print services for all the printers.
- 43.11 Checking of hardwired interfaces wherever applicable.

#### **44. SERVICE HOTLINE CONCEPT**

- a) Testing of Service Hotline Concept & establishing connection with customer DDCMIS system.
- b) Connect the DDCMIS system to OEM remote service centre, through which the diagnostics & fault analysis of the DDCMIS system to be carried out as and when required. The method of connection shall be as per OEM's standard practice.
- c) For Remote Services
- d) For Solutions to customers current (immediate) problems on plant operation, maintenance and trouble-shooting.
- e) For Solutions for customers short, medium and long-term problems.
- f) For Seeking recommendations and technical guidance on additions, improvements, up gradation and optimizations.
- g) For learning the latest on technology trends.
- h) For Inquiring on Customer Training programs / schedules.
- i) Checking on spares inventories and delivery positions.
- j) For follow-up (pass the message) with any other department of OEM.
- k) With the 24 hours service, customer should be connected to a partner in OEM
- l) For High priority processing with guaranteed
  - Reaction Time 2 Hours
  - Commencement Time 4 Hours

As soon as the problem is reported, the Siemens engineer correlates your plant-specifics with the data, which is stored in special diagnostic and

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troubleshooting archives. It is thereby possible to often provide immediate remedies or solutions to the problems.

- m) In case the reported problem does not form part of the trouble shooting archive, a panel of experts from OEM should be made available to back-up the service engineer.
- n) Moreover, Ensuring 24X7 communication channel for reaching OEM's online support team.

#### **45. SPECIAL NOTE**

- a) The AMC shall cover total maintenance of all hardware and software coming under scope of DDCMIS (i.e. Siemens SPPA-T3000) and shall include free repair/replacement of all installed cards/ modules/ peripherals/ cables/components etc. correction of software problems and supply of expendable items of SPPA-T3000 system. Contractor shall ensure 99.7% availability of system under AMC with permanent deputation of engineer at site. Contractor shall maintain the staff of One Engineer at site during the contract duration.
- b) During AMC period, mandatory spares available with customer to be consumed if required and contractor shall replenish the consumed items within 3 months or before completion of AMC period whichever is earlier. Contractor shall also suggest Customer to maintain important stock items to be maintained in inventory, if already not present. These items specific to the project shall be stocked by Customer at site as suggested by OEM, other items which are generic in nature shall be stocked by Contractor to meet the availability requirement.
- c) Contractor shall prepare the detailed list of faults corrected and parts, expendables utilized during the AMC period and shall furnish the same to customer, properly documented at the end of AMC period.
- d) Further, during AMC period the weekly & monthly checklist and reports shall be made available by contractor personnel.
- e) If any faulty part is phased out from product supply, contractor shall provide the equivalent and compatible part during AMC duration after intimation to BHEL / Customer.
- f) The scope of maintenance shall cover DDCMIS SPPA-T3000.
- g) A quarterly comprehensive checklist, report and protocol signed between NTPC, BHEL & SIEMENS to be prepared and furnished.
- h) Immediately upon mobilization of contractors resident engineer to site, formats for checklist to be used for CAMC service shall be finalized after mutual discussion with BHEL, Customer & OEM.
- i) Contractor shall organize System Maintenance training programme on SIEMENS SPPA-T3000 System for 5 Nos. engineers of BHEL at Contractors / OEM training facility in Gurgaon.

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- j) Employer shall have the option to not renew the AMC after each year for first two years after giving a notice of one month.
- k) Bidder shall provide the necessary hardware & software required for connecting the DDCMIS system to Bidder's remote service centre, through which the diagnostics & fault analysis of the DDCMIS system can be carried out. This shall include the control system and unit HMI. The method of connection shall be as per Bidder's standard practice. However, it is preferred to have the connection through a single point in the plant's DDCMIS system. The fixed charges & running cost till shall be included in the CAMC price. However employer will obtain the initial ISDN connection and hand over the same to the Bidder as per extant laws.
- l) Please note that CAMC of each unit may start at separate time after completion of warranty period however if warranty period of all the units are over, CAMC can be started simultaneously with consent of BHEL/Customer.

## **TIME SCHEDULE**

- 46. The contractor is required to mobilize his resident engineer to site on mutually agreed dates between customer & BHEL any time from the date of issue of letter of intent. However, the actual date of start of work, to fix up zero date of the contract, will be certified by Customer / BHEL after mobilisation of manpower.
- 47. Entire work as detailed in the tender specifications shall be completed within 3 year (36 months) from the date of reporting of contractors resident engineer at site (Zero date)

**Note: For all contractual purposes the completion period of 36 months from Zero date is considered.**

## **OVER RUN CHARGES (ORC)**

- 48. Contract period being strictly 36 months, no overrun charges will be applicable for this contract.

## **TERMS OF PAYMENT**

- 49. Payment shall be made to bidder on quarterly basis in equal installments of the 100% of the total order value along with applicable taxes & duties at the end of each quarter.
- 50. The bills with necessary protocols, attendance of resident engineer certified by customer as mentioned in Clause 27, 28 & 29 of GTC shall be submitted in duplicate along with each RAB.

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**Note: Two (2 Nos.) Original GST Invoices will be required at BHEL with every RAB.**

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**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )

External Services Department

Electronics Division

Mysore Road

BANGALORE - 560 026

Karnataka State

## **PRICE BID**

### **SCHEDULE OF PRICE**

**LUMPSUM PRICE FOR THE WORK OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF SIEMENS DDCMIS SPPA-T3000 AT (2 X 660 MW) of NTPC Ltd. MOUDA STPP AND AT (2X800 MW) OF NTPC LTD GADARWARA STPP FOR A DURATION OF THREE YEARS (36 MONTHS) AS PER THIS TENDER SPECIFICATIONS & SCOPE OF WORK.**

<b>Description of Work</b>	<b>Basic Price Quoted in Figures per unit per year</b>	<b>Basic Price Quoted in Figures for both the project for 3 year</b>
Work of Comprehensive Annual Maintenance (CAMC) for Siemens DDCMIS SPPA-T3000 & Connectivity of SIEMENS DDCMIS to remote service center for remote diagnostics and fault analysis with Permanent deputation of Contractors Engineer at Site for entire contract duration as per the scope & tender specifications.		
Quoted basic price in words: <b>Rupees</b>		

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Taxes quoted in price Bid. Tick as applicable with %	IGST	
	(Or) SGST + CGST	
	(Or) UTGST + CGST	
SAC Code for this job:		

GST amount in Figures: ₹\_\_\_\_\_

Total Amount (Including GST) in figures : ₹\_\_\_\_\_

Total Amount (including GST) in Words:

Rupees\_\_\_\_\_

**Signature & Seal of the bidder**

**Signature & Seal of the bidder**

NIT No. CE/ES/2021-22/01/ NTPC-MOUDA-GDR/CAMC/GGM  
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