

Bharat Heavy Electricals Limited

भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration

कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX

SIRI FORT, NEW DELHI - 110 049

Tel: -011-66337438

Single Tender Enquiry on

M/s Cummins Sales and Services Pvt. Ltd.

For

Comprehensive Annual Maintenance Contract (AMC) of DG set-1 (750 kVA), DG set-2 (750 kVA), DG set-3 (200 kVA) along with associated system installed at BHEL Corporate Office, Asiad, Siri Fort.

NIT No.- AA: GAX: 23: ES: 101, Dated: 20-07-2023

<p>Last Date for Submission: Date 27-07-2023 UPTO 15:00 Hrs.</p>

Notice Inviting Tender

NIT No: AA: GAX: 23: ES: 101 Dated 20-07-2023

Sealed tender is invited from **M/s Cummins Sales and Services Pvt. Ltd.** for the below mentioned work on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>. Tender is invited in single bid system & to be submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Completion period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Comprehensive Annual Maintenance Contract (AMC) of DG set-1 (750 kVA), DG set-2 (750 kVA), DG set-3 (200 kVA) along with associated system installed at BHEL Corporate Office, Asiad, Siri Fort	2 Years	27-07-2023 Up to 15:00 Hrs.	27-07-2023 at 15:30 Hrs.	BHEL GePNIC Portal

- For detail, refer tender documents.
- Tender documents can be downloaded from www.bhel.com or from portal <https://eprocurebhel.co.in/nicgep/app>. All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337438 or at e-mail: vikrantk@bhel.in.

Vikrant Kumar
Manager (HR-GAX)
Ph:011-66337438
Mobile:9759669400

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General Conditions of Contract **(GCC)**

CHAPTER-1

General Instructions to Bidder

CHAPTER-2

General Terms and Conditions

CHAPTER -1

1. GENERAL INSTRUCTION TO BIDDER

1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer as a token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted/considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly check their email & also remain in touch with the Notice Inviting Authority to remain updated. Non-checking of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender, find discrepancies/omissions in the tender document issued, require clarification on any of

the technical aspects, scope of work etc., he/she shall contact the authority well in time before the submission of the tender. In case of not doing so, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. **SUBMISSION OF BID**

- 1.2.1. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.
- 1.2.2. The bid must be submitted on e-procurement portal <https://eprocurebhel.co.in/nicgep/app> within stipulated time. BHEL takes no responsibility for any delay. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.3. **TENDER OPENING:**

Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept or by tender committee in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of Part-I (Techno-Commercial Bid) shall be same. If there is holiday on due date of bid submission, then the bid shall be opened on the next working day at the scheduled time.

1.4. **LANGUAGE**

- 1.4.1. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be

considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.

- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS**: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - 1.5.1. If, there is discrepancy between the unit price and the total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
 - 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS**:
 - 1.6.1. Tender evaluation shall be on the basis of documents required and commercial terms & conditions specified in the tender documents.
 - 1.6.2. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

1.7. **VALIDITY OF OFFER**: Offers shall remain valid for **90 days'** period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer and shall be binding on the Bidder. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. The bidder may refuse the request.

1.8. **REJECTION OF BID**

1.8.1 BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.

1.8.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.

1.8.3 Unsolicited bid, bid 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.

1.8.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. 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.

1.8.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.

1.8.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.

1.8.7 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 along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.

1.9. **SECURITY DEPOSIT**

1.9.1 Upon acceptance of work, the successful Bidder should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. The SD (as mentioned above) shall have to be deposited by contractor with BHEL along with the acceptance of LOA (Letter of Acceptance).

- 1.9.2 The security Deposit should be furnished before start of the work by the contractor.
- 1.9.3 The amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.
- i) Cash (as permissible under the extant Income Tax Act).
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - iv) 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.
 - v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit shall be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

Note: 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.

1.9.4 The Security Deposit shall not carry any interest.

1.9.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

1.9.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent / Award + 3 months, and the same

shall be kept valid by proper renewal till completion of AMC period which necessarily required certification of BHEL.

- 1.9.7 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.

1.10 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/released to the Contractor only after successful completion of AMC & complying all the contractual obligations as mentioned in the contract.

- 1.11 **Compensation:** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) *In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).***
 - (ii) *In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).***
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

CHAPTER-2

General Terms and Conditions

2.1 POWER OF ATTORNEY:

- 2.1.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 2.1.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 2.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website **www.bhel.com**.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 2.3 The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 2.4 **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 2.4.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
- 2.4.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 2.4.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 2.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 2.4.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 2.4.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk and Cost Amount=[(A-B) + (AxH/100)]

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.

- 2.5 The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 2.6 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 2.7 BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.8 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 2.9 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.10 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.11 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

- 2.11.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 2.11.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 2.12 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 2.13 **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor.

Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES:

- 2.14 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

2.15 **ARBITRATION:**

- 2.15.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of 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, 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 Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator 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 at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party

in terms of this Contract.

- 2.15.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

- 2.16 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

- 2.17 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 2.17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or

manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

2.17.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

2.18 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

2.19 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-B). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full

compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

- 2.20 Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.
- 2.21 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 2.22 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 2.23 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 2.24 **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 2.25 **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format (Annexure-F) in favor of BHEL after the works are finally accepted or finalization of contract.
- 2.26 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.27 **Liaisoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 2.28 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the

bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.29 BANK GUARANTEE

Whenever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.30 OTHER ISSUES

- 2.30.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.30.2 Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount shall be specified in the LOI, which has to be deposited to BHEL by the successful contractor before Contract Agreement.
- 2.30.3 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.30.4 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 2.30.5 E- invoicing shall be applicable as per direction/norms of government.
- 2.30.6 This contract will be valid initially for two years from the date of award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.

- 2.30.7 All tools & tackles required for maintenance work shall have to be provided by vendor at no extra cost.
- 2.30.8 BHEL shall provide power and water supply for repair work, free of cost.
- 2.30.9 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by vendor at their own cost.
- 2.30.10 The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.
- 2.30.11 Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Price quoted should be firm, final and not subject to any price escalation.
- 2.30.12 If the services of the bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the bidder does not rectify the non-performance notified, within the aforesaid notice period. Payment for the period up to date of termination of contract i.e., up to end of notice period shall be made on pro-rata basis.
- 2.30.13 Vendor should repair/ replace the faulty spare parts, if required, without any extra charge.
- 2.30.14 Bidder should submit the preventive maintenance report along with RCA (Root Cause Analysis) if any problem is found (on monthly basis).
- 2.30.15 Bidder should submit the breakdown report along with RCA (Root Cause Analysis) for all complaints.
- 2.30.16 Bid shall be received and opened on the due date and time as mentioned above and opening will be in the presence of bidder or their authorized representatives who may like to be present. Bid received after due date & time are liable to be rejected.
- 2.30.17 The breakdown complaints shall be lodged over telephone and they should be attended immediately.
- 2.30.18 The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of applicable PF & ESI Act for their workforce deployed for execution of work.

Special Conditions of Contract (SCC)

Sl. No	Detail	Description
1	Scope of Work	Details related to Scope of Work
2	Validity of Contract	Details related to Validity of Contract
3	Taxes & Duties	Details related to Taxes & Duties
4	Payment Terms	Details related to Payment Terms
5	Penalty Clauses	Details related to Penalty Clauses
Sl. No	Name of Annexure	Description
1	Annexure-A	Price Bid Format
2	Annexure-B	Acceptance Letter/Deviation Certificate
3	Annexure-C	Declaration Certificate
4	Annexure-D	Bidder's Details
5	Annexure-E	Bank Guarantee Format for Security Deposit
6	Annexure-F	No Claim Certificate
7	Annexure-G	Check-list (Summary of compliance to requirement of tender)

The Scope of Work, Terms & Conditions of the tender are mentioned below.

1.0 Your Service Engineer shall attend the following items. The quantity of machines to be maintained as listed below:

Sl. No.	Description of DG Set	Rating (kVA)	Engine no.	Model no. with Make	Qty.
1	DG set-1 along with its associated system	750	25398283	KTA38G2-Cummins	1
2	DG set-2 along with its associated system	750	25398279	KTA38G2-Cummins	1
3	DG set-3 along with its associated system	200	25782624	6CTAA83G1-Cummins	1

2.0 SCOPE OF WORK

2.1 WORKS COVERED UNDER AMC OF DG set-1 (750 kVA), DG set-2 (750 kVA), DG set-3 (200 kVA) along with their associated systems.

I. MECHANICAL WORKS (MONTHLY BASIS)

- Checking the engine for its smooth running, un-usual noise and colour of the smoke from the exhaust.
- Checking and adjusting Fan Belt tensions. Changing of the same if required.
- Cleaning of Air Filters to increase their life as well as proper inflow of Air. Also changing them, if required. However, Compressed Air will be provided by BHEL for cleaning purpose.
- Carrying out valve tappet setting as and when required.
- End play checking of crankshaft, Accessory Drive and Turbo Charger whenever required.
- Checking the alignment of Engine and Alternator, whenever required.
- Carrying out periodical maintenance checks B/C/D-Checks. However, spares parts will be provided by BHEL.
- Checking of proper functioning of various instruments of dashboard instrument panel.

i) FUEL SYSTEM

- Checking and Maintenance of Fuel line system including Fuel tank, Fuel Piping and Fuel Valve etc.
- Any leakage of fuel from fuel line system to be repaired.

j) EXHAUST SYSTEM

- (i) Checking and Maintenance of Manifold, Exhaust Silencer, 30-meter-high exhaust stack etc.
- (ii) Any smoke leakage from exhaust system to be repaired
- (iii) Proper upkeep and maintenance of Insulation on exhaust piping.
- k) Diagnosis of various faults and then rectification. However, if any part is non-repairable, then that will be supplied by BHEL.

II. ELECTRICAL WORKS (MONTHLY BASIS)

- a) Checking and fault finding in the Electrical Systems associated with the engine.
- b) General cleaning of alternator from inside with hand blower. Hand blower will be provided by BHEL.
- c) Cleaning battery terminals for sulphation and checking its state.
- d) Maintenance of instruments, relays and connectors fitted in Gen Set Control Panel.
- e) Checking of wiring system for its loose and dry connections.
- f) Checking rotating diode assembly in brushless alternator.
- g) Checking of mounting bolts.
- h) Diagnosis of various faults and their rectification at the site
- i) Testing of Alternators, once in six months only for LT.
- j) Fault rectification of A.M.F panel.
- k) Greasing of Alternator bearings as per manufacturer recommendation.
- l) In case of parallel operation Alternator droop setting for proper load sharing.

III. SYNCHRONIZATION PANEL INCLUDING ALL ELEVEN EARTHINGS

Checking, fault finding, rectification and Maintenance of the following.

- a) Synchronization Panel (ACB, PLC, Operation Controller Deep Sea Make, Multifunction meter, Battery Charger etc.)
- b) Earthing resistance will be measured on quarterly basis
- c) Electronic component in case of malfunctioning of components whenever required.
- d) Electrical Systems of all DG sets associated with synchronization panel.
- e) Instruments, relays and connectors fitted in synchronization panel Control Panel.
- f) Checking of wiring system for its loose and dry connections.
- g) Synchronization, Auto load transfer, Auto load sharing, Auto load balancing of PLC based synchronization panel for parallel operation of 2x750 kVA and 1x200 kVA DG sets whenever required.

h) Some Logic of operation has been installed already by M/s. Cummins and the same can be changed whenever required by BHEL.

2.2 WORKS NOT COVERED UNDER AMC

- a) Cylinder Head job, Major overhauling, top overhauling cylinder and Rewinding of Alternator stator & rotor
- b) Replacement of Acoustic enclosure / Canopy, fuel tank & piping, Exhaust Silencer, & exhaust piping and spares will be provided by BHEL if required.
- c) Repairs/Replacement of Self Starter, battery charger.
- d) Repairs of Radiator / Cleaning, Fan hub, Cylinder head, Fuel Pump, Injectors, turbocharger, Engine controls
- e) Replacement of AVR, Bearing Replacements & Re- Winding
- f) Descaling of Radiator, repair and calibration of sub-assemblies at vendor's work-shop are outside the scope of this contract and will be charged extra.
- g) DC wiring, changing of slip rings and job for which alternator is required to be taken to the workshop will be outside the scope of this contract and will be charged extra.
- h) Replacement of any electronic/ electrical spare will be provided by BHEL
- i) Replacement of earthing material / any spare in Exhaust system / any spare in fuel line system will be provided by BHEL.

3.0 Validity of Contract: The contract duration shall be for a period of two years from the date of award of contract.

4.0 If the services are found to be unsatisfactory, then the contract may be terminated giving one month's written notice to the contractor, If the non-performance notified are not rectified within the aforesaid notice period. Payment for the period up to the date of termination of contract i.e. up to the end of notice period shall be on pro rata basis.

PVC, ORC & for early completion (Bonus Clause) are not applicable in this tender.

5.0 TAXES & DUTIES: -

- 5.1 Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- 5.2 To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- 5.3 Digital tax invoice shall be preferred.

- 5.4 To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- 5.5 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- 5.6 GSTIN of BHEL will be provided to the vendor along with the work order.
- 5.7 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 5.8 While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
- 5.9 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- 5.10 All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- 5.11 Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- 5.12 Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 5.13 No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

5.14 The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:

- i) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- ii) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- iii) Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- iv) The service provider shall provide an undertaking that the provisions of antiprofitereering clause under GST Act have been complied with.

5.15 Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

5.16 In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

6.0 PAYMENT TERMS: -

6.1 The AMC Payments shall be made quarterly in arrears.

6.2 During two years there shall be 8 quarters and hence 8 bills may be raised by the vendor and the payment will be made against each bill within 60 days from the date of submission of the bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties.

6.3 No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

6.4 Payment shall be made once the services are delivered, and the Service provider submits the invoice for the same.

6.5 All the deductions (if applicable) shall be settled before making the payments. Service

provider shall not have any objection on the same.

- 6.6 BHEL will review the documents provided by service provider & may either accept or reject based on actual performance. If required, BHEL may impose any LD/Penalty deductions, over & above the invoice submitted by service provider.
- 6.7 All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- 6.8 The Service provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the BHEL.
- 6.9 While claiming the payment, the service provider must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

7.0 PENALTY CLAUSES: Penalties shall be defined as under: -

- 7.1 The vendor should attend all the complaint within 4 hours of their lodgment on telephone, otherwise penalty of Rs. 1000/- per Complaint shall be imposed. The complaint lodged over telephone shall be recorded in the complaint register maintained by BHEL. While calculating the penalty, following holidays shall be excluded -Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday. Formula for calculating the penalty shall be equal to "Total time between lodgment of Complaint over telephone & time of attending the Complaint-Holidays". For e.g. if the complaint is lodged at 5 P.M. on Saturday and attended at 12:30 P.M. on immediate Monday, then there should be no penalty. However, if the same Complaint is attended after 12:30 P.M. on Monday then there shall be penalty of Rs. 1000/-.
- 7.2 The Penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The service provider shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Service provider and/or from the Security Deposit. In the event the payments due to the Service provider and the security deposit available with BHEL falls short of the total penalty recoverable from the Service provider whether on account of the quantum of loss caused by the workmen of the Service provider or otherwise, the Service provider shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the service provider.
- 7.3 The total penalty amount during the contract period shall not exceed 10% of the contract value. Exceeding the limit of penalty amount of 10% of the contract value, BHEL may terminate the contract.

Annexure-A**Price Bid**

Sl. No.	Description of DG Set	Rating (kVA)	Engine no.	Model no. with Make	No. of Quarters	Qty.	Price per Quarter excluding GST		Price for 2 years excluding GST
							In Figures	In Words	
A	B	C	D	E	F	G	H		I = F x H
1	DG set-1 along with its associated system	750	25398283	KTA38G2-Cummins	8	1			To Be Calculated By BHEL
2	DG set-2 along with its associated system	750	25398279	KTA38G2-Cummins	8	1			To Be Calculated By BHEL
3	DG set-3 along with its associated system	200	25782624	6CTAA83G1-Cummins	8	1			To Be Calculated By BHEL
4	Total excluding GST (i.e. 1+2+3)								To Be Calculated By BHEL
5	Applicable GST in Percentage in Figures								=I4 x H5 (To Be Calculated By BHEL)
6	Applicable GST in Percentage in Words								N.A
7	Grand Total including GST								=I4 +I5 (To Be Calculated By BHEL)

Signature
With name, Designation & seal of the firm

Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause Nos. of terms & conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5

Note :

Deviations may or may not be accepted by BHEL.

“I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, designation & seal of the firm

Declaration

I / We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature
With name, designation & seal of the firm

Bidder's Details

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	PAN	
10	GSTIN	
11	Any other information (if any)	
12	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: (i) Submit a cancelled cheque and copy of PAN card for verification of above bank details.

(ii) Submit copy of GSTIN of the firm.

Signature
With name, Designation & seal of the firm

SECURITY DEPOSIT BANK GUARANTEE

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said

Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for____ (indicate the name of the Bank)____

(Signature of Authorized signatory)

- ¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited
- ² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- ³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- ⁴ CONTRACT VALUE
- ⁵ BG AMOUNT IN FIGURES AND WORDS
- ⁶ VALIDITY DATE
- ⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors.

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

No claim Certificate

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL , Corporate Office, New Delhi for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated) and the payment of this bill shall be in full and final.

Date

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

1. The payment recommended for release is in order and there are no demands other than those included in The claim outstanding from the contractor;
2. The AMC period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;
3. All the objections raised so far have been settled;
4. A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date

Signature of Senior Engineer

FOR USE IN FINANCE DEPARTMENT

Passed for

Rs.....(Rupees.....
.....
.....only
)

Accountant

Account Officer

CHECK-LIST**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	Priced bid as per Annexure – A.		
2	Acceptance letter/ Deviation certificate as per Annexure – B.		
3	Declaration as per Annexure – C.		
4	Bidder's Details Annexure – D		
5	Security Deposit Format as per Annexure – E		
6	No Claim Certificate Annexure – F		
7	Check List Annexure – G		