



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Material Management, 10th Floor, Plot No.C-20/1A/1, Joy Tower,
Sector-62, Noida, Uttar Pradesh, PIN No: 201301

Phone: 0120-6748541, Fax: 0120-6748550, Email: vineet.gupta@bhel.in

CORRIGENDUM - 01 TO NIT NO-63119

Subject: Corrigendum-1 to Tender enquiry for Pre-bid Tie up for Supply & Services of 220kV GIS for IOCL PANIPAT (P25) PROJECT.

Project : IOCL PANIPAT (P25) PROJECT
Equipment / Item : SUPPLY & SERVICES OF 220KV GIS.
Enquiry No/Date : NIT 63119_61G2200211 dated 16.02.2022
BHEL NIT NO : 63119.
Current due date : 23.02.2022

The Corrigendum-01 is issued by BHEL TBG against above mentioned NIT/ enquiry for **Pre-bid Tie up** for Supply & Services of 220kV GIS for IOCL PANIPAT (P25) PROJECT. Following documents are being enclosed vide this corrigendum:

- a. Revised STC.
- b. Revised PQR and required documents.
- c. MOU format.

All other terms and conditions and formats for this tender enquiry shall remain unchanged.

Bidder to ensure submission of offer on or before due.

Note: Tender ID in CPP Portal is **2022_BHEL_8362_1**.

Thanking you

Vineet Gupta
BHEL TBG, NOIDA

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

BHEL NIT
Terms and conditions

Project: Tender for Pre-Bid Tie-up with the GIS Manufacturer for Supply & Services w.r.t. 220kV Gas Insulated Switchgear(GIS) for addressing tender invited by M/s EIL(Consultant) on behalf of M/s IOCL(Owner) for 220 kV GIS Package for Panipat Refinery Expansion Project (P25). Tender No-SG/B269-999-EB-T-0020/22.

Tender due date: 23-02-2022 at 11.00AM

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

Background of the tender:

Bharat Heavy Electricals Limited(BHEL) (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered office at BHEL House, Siri Fort, New Delhi intends to participate in the tender invited by M/s EIL(Consultant) on behalf of M/s IOCL(Owner) for 220 kV GIS Package for Panipat Refinery Expansion Project (P25). Tender No-SG/B269-999-EB-T-0020/22 as an LSTK contractor.

For addressing the above tender, BHEL wish to have a tender specific pre bid tie-up with a 220kV GIS Manufacturer who meets the Qualification requirement as outlined in this tender documents (Technical specification).

BHEL, therefore, invites sealed bids from eligible bidders for this project as per terms & conditions specified in the tender documents.

The qualified, lowest evaluated Bidder having requisite capacity and capability to perform the contract for the aforesaid tender as per the provisions of the Bidding Documents shall be pre-selected, for the scope of work contained in the Bidding Documents, for associating with BHEL for addressing the tender invited by M/s EIL/IOCL.

An MOU(as per BHEL's format) shall be signed with the pre-selected Bidder prior to submission of bid by BHEL to M/s EIL/IOCL for the entire package scope against the aforesaid tender. This MOU shall, inter-alia, bind both BHEL and the pre-selected Bidder for associating on exclusive basis and maintaining strict confidentiality by the pre-selected Bidder of the prices, terms and conditions.

In case BHEL becomes successful Bidder and receives the LOA from M/s EIL/IOCL, a firm Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents.

BHEL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

1. In case any discrepancy between the requirements mentioned under special terms & conditions and general terms & conditions, special terms and conditions shall prevail.
2. For any technical clarification, kindly contact **Mr. Jai Soni, Sr. Manager (TBEM)**
BHEL, Transmission Business Group
9Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748534
Fax: +91 (0) 0120 – 6748580.
E-mail: jaik@bhel.in
3. For any commercial clarification, kindly contact **MR. Vineet Gupta, Dy. Manager (TBMM);**
BHEL, Transmission Business Group
10Th Floor, Plot No: C-20/1/A-1, Joy Towers, Sector-62, Noida-201309, UP, India
Phone: +91 (0) 0120- 6748541
Fax: +91 (0) 0120 – 6748580.
Contact No. 0120 6748484/9873967276; E-mail: vineet.gupta@bhel.in
4. **Bidder to submit offer directly to TENDER BOX or email to tbmmtenderbox@bhel.in** for part-1 bid (i.e. techno-commercial bid) & **tbmmtender.pricebidbox@bhel.in** for Part-2 (i.e. PRICE BID) or **through NIC portal** (<https://eprocurebhel.co.in/nicgep/app>). Bidder may also visit <https://www.bhel.com>. No other mode for submission of tender is acceptable. Address is
TENDER BOX
BHEL, TRANSMISSION BUSINESS GROUP
10th FLOOR, C-20/1A/1, JOY TOWERS,
SECTOR-62, NOIDA-201309, UP, INDIA
5. **PROPOSED DELIVERY PLAN: Supply of GIS within 12 Months from the date of placement of purchase order and subsequent supervision during E&C.** Vendor to examine their best possible delivery plan & mention in **ACTIVITY SCHEDULE**. The same shall be submitted in BHEL format along with commercial offer duly signed and stamped by authorized person. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery schedule in line with BHEL's delivery requirement.
6. **Permissible Technical & Commercial Deviations:** No permissible technical & commercial deviation has been envisaged. Bidder to strictly follow the same, else offer is liable for rejection.
7. **Type of tender:** This tender is open tender but not a global tender and only **CLASS-I** suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 **are eligible to bid in this tender. Bids received from CLASS-II & Non-Local supplier shall be rejected.** Please refer clause mentioned at **Annexure-1** and Certification at **Annexure-2 / Annexure-3** (whichever is applicable) regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply with the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

8. **Mandatory tender documents:** Bidder shall submit the following documents along with commercial offer. Bidder to strictly follow the same else offer is liable for rejection.
- **Compliance of General Financial Rules (GFRs): Annexure-2 or 3** (whichever is applicable).
 - **Local content certificate:** Format is enclosed in **Annexure-A**. Bidder must fill the local content in percentage.
 - **MoP (ministry of Power) compliance:** Bidder to comply the MOP circular dated 02-07-2020 and its subsequent amendment, if any, in prescribed format (**Annexure-B**). Non-compliance/ Non-submission will lead to rejection of Offer.
 - **Integrity pact:** Format is enclosed in **Annexure-C**.
9. **Quantity Variation:** The final quantity may vary at contract stage by $\pm 20\%$ of total contract value.
10. **PRE-QUALIFYING REQUIREMENT:** Bidder must comply the following, else the offer is liable for rejection.
- Technical PQR, which is mentioned in BHEL's technical specification. **Documents required for PQR shall be as per Annexure-G.**
 - Financial PQR as under;
- Bidder should have a minimum average audited annual turnover / Sales Value of **INR 3000 LAKHS** for the three financial years mainly 2017-18 & 2018-19, 2019-20 & 2020-21 and shall submit audited balance sheet and Profit & Loss Account Sheet of these years.

Note:

- (1). Bidder must submit all supporting documents along with their offer. No deviation against this enquiry is acceptable, else offer shall be rejected.
- (2). All documents (including third party documents/supporting documents) in language other than English, certified translated copy in English language should also be furnished.
- (3) Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the job and who fulfil the prequalifying requirements (PQR) are eligible to quote against above NIT. However, final acceptance of the bidder/offer shall be subject to acceptance of our customer.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

11. IMPORTANT INSTRUCTION TO BIDDER – I;

- a. **PRE-BID MEETING:** Not Allowed.
- b. **SUBMISSION OF, INTEGRITY PACT AND LOCAL CONTENT:** Bidder to submit undertaking letter in their letterhead by declaring that these documents shall be submitted within 2-5 days after opening of price bid in case of L1 position. Bidder to indicate percentage of local content in their undertaking letter.
- c. **OPENING OF BIDS (PART-I & II):** Bidder are not authorized to attend the opening of Part-I & Part-II bid for this tender.
- d. **PROJECT STATUS:** Domestic in nature & GST is applicable for supply & services
- e. **Supervision charges:** Supervision charges should not be more than two (02) % of total ex-works value of supply portion else BHEL will recalculate prices of contract & fix the prices of supervision charges as two (02) % of total ex-works value of supply portion and it will be deemed as acceptable to L1 bidder. BHEL will place PO/LOI accordingly.
- f. **CUSTOMER APPROVAL:**
 - ***The GIS manufacturer must meet the techno-commercial Qualification requirement as stipulated in technical specification and any subsequent amendment.***
 - ***The GIS manufacturer must not be Banned or Delisted or Black Listed by any Government Department / Public Sector Undertaking on due date of submission of bid. The bidder will give a written confirmation in this regard along with the bid.***

~~Bidder must be approved in IOCL as on date of opening of techno-commercial bid (Part-I) and approved bidder to submit their approval letter of IOCL, if any. Final acceptance of technical qualified vendor for placement of order is subject to approval of IOCL. Price bid opening of offers is also subject to vendor approval from IOCL. No separate approval will be taken from IOCL.~~
- g. **PLACEMENT OF ORDER:** This tender is for tender specific pre bid tie-up only. The Purchase Order shall be placed to the successful GIS Manufacturer/bidder for execution of relevant scope of work contained in this Bidding Documents only if BHEL receives the order from the end customer (M/s EIL/IOCL) and before signing of contract with IOCL which shall be done within one month from the date of award by IOCL.
PO/LOI shall be placed on L1 bidder at ex-works value for main GIS & **separate PO/LOI for mandatory spares and separate PO/LOI for maintenance equipment & tools & tackles shall be placed.** However, evaluation shall be done based on overall quantity as per NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status.
Price breakup **including mandatory spares**, if any, required during execution of project shall be done only for account purpose and must be supported by logical relationship with original quoted prices.
- h. **INLAND FREIGHT & INSURANCE:** Supplier must ensure availability of their authorized person at site/store during for supervision of unloading for every LOT of dispatch. The Freight & Insurance to be paid by vendor on behalf of BHEL to be re-imbursed. Proof of transit insurance should be submitted along with dispatch documents.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

Note: Transit Insurance policy shall be in Bidder's scope and that should also have a provision of 30 days extended cover at site/ store. **Place of store is IOCL Paipat Refinery, INDIA.**

- i. **MQP Requirement:** As per specification.
- j. **GeM ID seller:** GeM seller ID is mandatory for the bidders and must be mentioned in their offer. In case at the time of submission of offer GeM seller ID is not available with bidder, then successful tenderer should ensure to have GeM Seller ID prior to award of contract. Department of Expenditure (DOE) OM no. 6/9/2020-PPD dated 24.08.2020 may be referred in this regard.
- k. **MOU & its validity:** *An MOU (as per BHEL's format) shall be signed with the pre-selected GIS manufacturer (techno-commercially Qualified, Lowest evaluated bidder) for the relevant scope prior to submission of the bid by BHEL to M/s EIL/IOCL for the entire package scope. This MOU shall, inter-alia, bind both BHEL and the pre-selected GIS manufacturer for associating on exclusive basis and maintaining strict confidentiality by the pre-selected GIS manufacturer of the prices, terms and conditions.*

This MOU shall be the binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later.

The MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturer (bidder) after award of job by IOCL and before signing of contract with IOCL which shall be done within one month from the date of award. This agreement must remain in force for at least 4 years or till the defect liability period whichever is later.

The format of MOU is attached as Annexure-F.

~~The L-1 bidder to submit Memorandum of Understanding (MoU) / Agreement and a clear scope / responsibility matrix (activity wise) with the BHEL based on the experiences mentioned in EHV GIS manufacturer qualifying reference, which shall be binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later.~~

~~The MOU / Agreement shall be converted into definite contract agreement between BHEL & GIS manufacturer (bidder) after award of job and before signing of contract with IOCL which shall be done within one month from the date of award to BHEL and this agreement must remain in force for at least 4 years or till the defect liability period whichever is later.~~

12. IMPORTANT INSTRUCTION TO BIDDER - II;

- a. Packing as per specification is applicable. However, bidder to ensure proper packing to avoid any damage & packing of spares should be separated.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

- b. Validity of PERFORMANCE BG: It should cover the guarantee period & additional cover period of 3 months for claim.
- c. BHEL /Customer or both may witness the inspection as per approved QAP.
- d. The unit prices of addition/ deletion (.i.e. optional items) and type test charges (if applicable), as mentioned in BOQ of section-1 of technical specification shall be considered for evaluation.
- e. Order shall be awarded on ex- works basis for indigenous bidder.
- f. Unloading of material at site is not in scope of bidder.
- g. Validity of offer: ~~180 days from the date of submission of offer~~ i.e. opening date of techno-commercial bid (Part-I). **6 months from the date of opening of techno-commercial bid submitted to IOCL/EIL by BHEL**

13. DEFECT LIABILITY (GUARANTEE SPECIFIC CLAUSE):

The primary defect liability period for complete works /Units (s) shall be 12 months from the date of issuance of commissioning certificate or 8000 Hrs of run, whichever is earlier, provided that If the unit (s) cannot be commissioned for a cause solely attributable to the OWNER within 12 months from the mechanical completion, the primary defect liability shall be 18 months from the date of mechanical completion. The date of commissioning/mechanical completion is 31-05-2024.

Notwithstanding the expiry of the primary Defect Liability Period aforesaid, the CONTRACTOR shall be and remain liable:

- (i) To correct and/or rectify or replace, as the case may be, the defective works or materials with respect to which a greater defect liability period than as stated above has been specified in any of the Contract Documents, for the entirety of the period so specified; and
- (ii) To pass on to the OWNER the benefit(s) of any or all warranties or guarantees which may be available to the CONTRACTOR from its vendors in respect of materials or parts or components thereof which ensure(s) for a period in excess of the primary Defect Liability Period specified above.

Note:

- 1. The date of commissioning/mechanical completion is 30-05-2024.
- 2. Item like MANDATORY SPARES, MAINTENANCE EQUIPMENTS, TOOLS & TACKLES & CONSUMABLES ITEMS are not covered in defect liability, however bidder to bond to fulfill contractual liability.

14. **Liquidated Damage for Supply (Clause no. 13 of BHEL/TBG/GTC/2016 Rev.01):** In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total PO Ex-Works value & F & I Charges for supply per week of delay or part thereof subject to a maximum of 10% of the total PO Ex-Works value & F & I Charges shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

15. **Clause No 07 of GTC (PERFORMANCE BG): Option-B (10% of total ex-works value) is applicable** in case, vendor not opting any option as per NIT condition. However validity of PERFORMANCE BG will cover the defect liability period or last date of supply with extra 3 month claim over and above, whichever is later. Bidder (Qualified L1 bidder) to submit the Performance BG within 3-5 months after award of contract. In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period.

16. **PRICE BID FORMAT:** Bidder to quote their best prices strictly in BHEL's prescribed format of NIT, else their offer shall be liable to be rejected. Bidder has to mention "quoted" (in each applicable cell) in UN-PRICED BID. In case that cell is Not Applicable, "NA" must be mentioned in that particular cell. Prices shall be mentioned in Price bid schedule only. In case during detailed engineering stage, where it is mentioned NA (not applicable), bidder shall supply the same without any cost and delivery implication to BHEL.

17. **Clause No. 2.1 of general Terms & Conditions for tender Enquiry / Contract should be as follows:**

PRICES: A. A prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed.

PROJECT STATUS: Domestic in nature. GST is applicable as per prevalent law.

18. **TERMS OF PAYMENT: (i) clause no 3.1 to 3.5 - of GTC are not applicable in this NIT (ii) Following clause shall be applicable in place of existing clause no 3.2,3.5 of GTC; 3.2 For supply & supervision works in scope of the supplier;**

A. TERMS OF PAYMENT FOR INDIGENOUS BIDDER:

85% of ex-works along with 100% value of GST & 100% F & I Charges payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- LR / GR duly endorsed by BHEL Site Official.
- Material Receipt Certificate issued by BHEL Site Official.
- GST Compliant Tax Invoice
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG)
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering management wherever specifically mentioned in the Purchase Order.

B. TERMS OF PAYMENT FOR INDIGENOUS BIDDER: 10% of ex-works value payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

- Invoice.
- Original certificate of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management.

Note: In case of Supervision of Erection, Testing including HV Testing & Commissioning gets delayed beyond 12 months from the date of last supply for the reasons not attributable to supplier, supplier may claim payment of only five (05) % of supply portion by furnishing following documents and balance five (5) % of supply portion will be released after completion of successful completion of Supervision of Erection, Testing including HV Testing & Commissioning at Site issued by BHEL Site Official / Construction Management as mentioned above clause no-19.B of STC.

- a) Invoice
- b) Copy of certificate issued by BHEL site in charge. Confirming that delay in Supervision of Erection, Testing including HV Testing & Commissioning is not attributable to supplier (to be arranged by BHEL TBG)
- c) Copy of Bank Guarantee of equivalent value initially valid for 6 months from the date of submission of invoice with additional claim period of three months. In case Supervision of Erection, Testing including HV Testing & Commissioning is not successfully completed before expiry of Bank Guarantee, BG shall be kept suitably extended till successful completion of Supervision of Erection, Testing including HV Testing & Commissioning.

C. TERMS OF PAYMENT FOR INDIGENOUS BIDDER: 5% of ex-works value payment of total invoice value against completion of final engineering documentation as per technical specification and completion of supervision activity within 60 days from date of receipt of invoice. Documents (original + 2 copies) will be required for payment.

- Invoice.
- Final engineering documentation certificate by BHEL Engg group
- Copy of valid Performance BG.

3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site:

100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing including HV test & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies).

19. **MODE OF PAYMENT:** The following clause shall be applicable in place of clause no 41 of general terms and conditions

- (1) Payment shall be made directly to the supplier/contractor by BHEL through NEFT/RTGS.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

20. Promotion of MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as class-I local supplier / class- II local supplier / Non-Local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part II bids against this NIT. **Note: Bidder to specify the percentage of local content as per the format as per Annexure-A**

21. INTEGRITY PACT: INTEGRITY PACT (Refer clause no - 34 of GTC):

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-C** of NIT / RFQ failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ contractor and authorized official of BHEL will form part of the Purchase order/ contract. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words entering into this pact would be a preliminary qualification.

Name of Independent External monitor to be considered (IEM):

| S N | IEM | Email |
|-----|--|--|
| 1. | Shri Arun Chandra Verma, IPS (Retd.) | acverma1@gmail.com |
| 2. | Shri Virendra Bahadur Singh, IPS (Retd.) | vbsinghips@gmail.com |

22. REVERSE AUCTION (Clause No. 33 of GTC for Reverse Auction): NOT APPLICABLE

23. INDEMNITY (AGAINST PATENTS / TRADEMARKS ETC):

The vendor shall at all times indemnify the purchaser against all claims which may be made in respect of supply from any "rights protected" source protected by way of patent registration of design or trade mark. In the event of any claim in respect of an alleged breach of patents registered design or trademark being made against the purchaser, purchaser shall notify the seller of the same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement or deal with any litigation that may arise there from.

24. INVOLVEMENT OF REPRESENTATIVE:

Bidder must be GIS manufacturer. Purchase Orders will be placed on successful bidder directly for total supplies and services subject to prior approval by BHEL/end Customer.

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can submit bid but both cannot submit bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

25. ADDITIONAL /EXTRA ITEM REQUIRED AT SITE DUE TO DAMAGE REPORTED AT SITE/ THEFT FOR COMPLETION OF PROJECT:

In case of additional requirement of any item specified in BOQ, whether due to damages / theft or any other reason, during contract (i.e. till expiry of contract i.e end of guarantee period), contractor shall ensure supply of same at unit Price mentioned in purchase order main BOQ (supply and service portion) or BOQ for addition /deletion (if any).

26. ARBITRATION (Clause No. 19 of BHEL/TBG/GTC/2016 Rev.01): This clause shall be read as per **Annexure-D**.

27. HEALTH, SAFETY AND ENVIRONMENT (HSE) OF BHEL: BHEL has their own Health, safety and environment. HSE policy is enclosed for bidder's reference.

28. Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

Note: BHEL reserves the right to cancel this enquiry at any point of time. Bids of only customer approved vendors will be processed.

NAME & SEAL OF TENDERER

Enclosed:

- a) Activity Schedule, Commercial & Technical deviation Sheet.
- b) Instruction of DPIIT (**Annexure-1**), **Annexure-2 / 3** (Compliance regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017).
- c) Format for declaration of minimum local content (**Annexure-A**).
- d) Format for compliance of MoP order dated 02-07-2020 (**Annexure-B**).

SPECIAL TERMS & CONDITIONS REV.01

SUPPLY & SERVICES OF 220 kV GIS IOCL Panipat (P25) Project

Enquiry No & Date: NIT63119_61G2200211 dated 16.02.2022

- e) Format of Integrity pact (**Annexure-C**).
- f) Arbitration clause (**Annexure-D**).
- g) Format of Performance BG.
- h) Copy of HSE policy.
- i) Details of Packing list of GIS Module (**Annexure-E**).
- j) GENERAL TERMS AND CONDITION OF NIT.
- k) BHEL'S PRICE BID FORMAT.
- l) **MoU Format (Annexure-F)**
- m) **Documents required for PQR qualification (Annexure-J)**

To be signed on Non-Judicial stamp paper of Rs 100.

MEMORANDUM OF UNDERSTANDING

**Pre Bid Tie-up with 220kV GIS Manufacturer for
220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil
Corporation Limited (IOCL), India**

(BIDDING DOCUMENT NO.: SG/B269-999-EB-T-0020/22)

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

<< Name of GIS Sub Contractor >>

Date: _____

Memorandum of Understanding

**For the Project: 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India;
BIDDING DOCUMENT NO.: SG/B269-999-EB-T-0020/22
BHEL NIT No.:**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made on the _____ day of _____ Two thousand and Twenty-Two.

BETWEEN:

Bharat Heavy Electricals Limited, a company registered in India under the Indian Companies Act, 1956 and having its registered office at BHEL House, Siri fort, New Delhi-110049 and inter-alia a business office at Transmission Business Group, Joy Towers, 10th Floor, Plot No.C-20/1A/1, Sector-62, Noida-201301, U.P. India (hereinafter referred to as “BHEL” which expression unless repugnant to the context or meaning hereof shall mean and include its successors and permitted assigns)

AND

_____, a company registered in _____ and having its registered Office at _____ (hereinafter referred to as " _____ " which expression shall, unless repugnant or contrary to the context, be deemed to include its successors and permitted assigns.

BHEL & _____ are herein after individually referred to as "Party " and collectively as "the Parties".

WHEREAS

1. M/s. **Engineers India Limited (M/s. EIL)** (here in after referred to as “Consultant”) on behalf of M/s. **Indian Oil Corporation Limited (M/s. IOCL)** (here in after referred to as “Owner” or “Customer”) has issued **Bidding Document No.: - SG/B269-999-EB-T-0020/22** dated **17.01.2022** for **220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India** (here in after referred to as the “Tender”).
2. As a part of the scope, tender document envisages scope related to **220kV Gas Insulated Switchgear(GIS) at Panipat Refinery Expansion Project (P25)** in general (as defined broadly in tender specification) for Design, Engineering, procurement, manufacturing, supply, erection / installation, Pre-commissioning, Commissioning/ Commissioning assistance, and PGTR as applicable and any other associated activities/scopes.
3. BHEL intend to participate in this tender as an EPC/LSTK contractor and invited bids from the qualified GIS manufacturers vide its **NIT Spec. No.....dated.....** with an intent to engage “**220kV GIS manufacturer as subcontractor**” for submission of bid to customer.
4. M/s..... who are the established and reputed manufacturer of Gas Insulated Switchgear(GIS) up tohaving its manufacturing facilities at..... had submitted its bid Ref No..... dated..... to BHEL with an intent to associate with BHEL as sub-contractor for supply and services in respect of 220kV GIS equipment for the aforesaid tender.
5. M/s is determined to be qualified, lowest evaluated Bidder having requisite capacity and capability to undertake Supply & services w.r.t. 220kV GIS Equipment and has been pre-selected by BHEL to bid for the aforesaid tender.
6. M/s..... authorize M/s. Bharat Heavy Electricals Limited to offer its 220kV GIS equipment against the tender invited by M/s EIL for **220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India.**
7. This Memorandum of Understanding is accordingly being executed between the parties prior to submission of bid by BHEL as LSTK contractor to customer.
8. The Parties have decided to enter into this MoU which sets forth their respective rights and obligations with respect to the Project and each other and mutually agreed upon the following.

9. SCOPE OF WORK

- i. The broad Scope of Work to be performed by M/s. _____ shall include 220 kV GIS equipment related scope including Design, Engineering, & detailed engineering, procurement, manufacturing, supply, supervision of erection / installation, Precommissioning, Commissioning/ Commissioning assistance, and PGTR as applicable and any other associated activities/scopes as outlined in the technical specification. However, in case of any further scope of Supply & services required for overall completion of the above package shall be as per the details finalized on the basis of resulting contracts with M/s EIL/IOCL.

- ii. All other work except which have specifically been agreed upon by Ms..... will be executed by M/s BHEL as LSTK contractor including
 - a. Overall Project management
 - b. Planning, monitoring, scheduling and reporting
 - c. Procurement of critical hardware
 - d. Participation in Progress review meeting
 - e. Commissioning

However, Ms.....(GIS manufacturer) would support BHEL and will provide requisite assistance, inputs for the above purpose as and when required by BHEL.

- iii. Each Party shall be responsible for and shall co-operate with each other in obtaining and maintaining respective permits, licenses and other authorizations required for the performance of its Scope of Work, except those which are required to be obtained by M/s EIL/IOCL
- iv. It will be the sole responsibility of M/s. _____to submit the requisite details in the prescribed format duly signed and authorized as per requirement of tender document so as to meet the qualifying requirement as an acceptable **GIS manufacturer**.

10. Right of Termination of MOU:

BHEL reserves the right to cancel/terminate the MOU at any stage before submission of the Bid to EIL or after bidding, in case BHEL does not receive the order from IOCL or bid is declared as non-responsive/find any irregularity(ies) in the bid submitted to EIL.

11. TERMS OF AGREEMENT

- i. The present Memorandum of Understanding shall remain in force until superseded by a detailed agreement to be signed subsequent to finalization of the order by M/s EIL/IOCL.
- ii. All terms and conditions of BHEL's NIT as agreed, minutes of meetings between BHEL, and _____shall also form part of the resulting contracts between BHEL and _____subsequent to finalization of tender by M/s EIL/IOCL.
- iii. Both parties hereby confirm their consent to an approval of the above terms and conditions evidenced by its signatures on its Memorandum.
- iv. This MOU shall be converted into a definite agreement between BHEL & M/s. _____ (220KV GIS manufacturer) after award of job by IOCL and before signing of contract with IOCL which shall be done within one month from the date of award by IOCL. This agreement shall remain in force for at least 4 years from signing of this MOU or till the project defect liability period whichever is later.

12. Responsibilities of BHEL

- i. BHEL shall submit its competitive bid as LSTK contractor against the tender issued by M/s EIL in association with the M/s(220kV GIS Manufacturer as sub-contractor).
- ii. In case BHEL is awarded LOA by the customer for the aforesaid Project, BHEL will enter into a definite Agreement with M/s(220kV GIS Manufacturer as sub-contractor) for 220 kV GIS related scope as outlined in this MOU.

13. Responsibilities of M/s(220kV GIS Manufacturer as sub-contractor)

- i. M/s undertakes to exclusively support and associate with BHEL as Sub-contractor in its bid preparation for the scope of work related to 220kV GIS equipment.
- ii. In the event, BHEL is not awarded the LOA by the Customer(M/s IOCL), M/s..... shall not have any claim of whatsoever nature on M/s BHEL and the MOU shall stand terminated.

14. Exchange of Information & Completeness

Each Party shall exchange with the other Party in a timely manner all necessary information required by the other Party, so as to give full and timely effect to the provisions of the MOU.

15. Amendments

This MOU shall be amended only with the mutual agreement of both the Parties which shall be in writing and signed by the duly authorized representatives of both the Parties.

16. Governing law and dispute resolution

16.1. This MoU shall be governed by and construed in accordance with the Laws of India

16.2. All disputes and claims between the Parties which may arise out of or in connection with the MoU shall be settled by good faith negotiation between the Parties

16.3. Any unsettled dispute, controversy or claim arising out of or in connection with this MoU, or the breach, termination or invalidity thereof, shall be finally settled by arbitration by appointing sole arbitrator with mutual consent of both the parties in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at New Delhi. The language to be used in the arbitral proceedings shall be English. The Arbitral Tribunal shall give a reasoned Award.

17. Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of this MOU..

18. The failure of any Party to enforce at any time any of the provisions of this MOU shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this MOU or any part hereof.

19. This MOU is being entered into on the understanding that each Party shall carry its own risks and costs and therefore, neither Party shall have any claims on the other Party for any reason whatsoever under this MOU.

20. Any correspondence/notice to be given hereunder by any Party to the other Party shall be sent by Registered Letter / Speed Post / Facsimile / Courier at the address mentioned below:

M/s. Bharat Heavy Electricals Limited,
Joy Towers, 10th Floor, Plot No. C-20/1A/1,
Sector-62, Noida-201309, U.P

Kind Attention: _____

E-mail id: _____@bhel.in

Mob. No: _____

M/s. _____,
 Address : _____
 Kind Attention: _____
 E-mail id: _____
 Mob. No: _____

21. All expenses towards formulation and implementation of this MOU and other activities related to the MOU and during execution of this MOU shall be borne by the respective Parties as applicable.
22. If any terms / clauses of this MOU are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or clause of this MOU.
23. In witness whereof BHEL and M/s. _____ through their authorized representatives have executed these present on the DAY, month and year first mentioned above.

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| For _____ | | For Bharat Heavy Electricals Limited |
| Signature: ----- | Signature: ----- | Signature: ----- |
| Name: Designation: | Name: Designation: | Name: _____ Designation: _____ |
| Address: _____ _____ | | Address: Joy Towers, 10th Floor, Plot No. C-20/1A/1, Sector-62, Noida-201309, U.P |
| Witnesses: | Signature | Witnesses: Signature |
| 1. _____ | | 1. _____ |
| 2. _____ | _____ | 2. _____ |

INDIAN OIL CORPORATION LIMITED
 (REFINERIES DIVISION)
 (New Delhi /Unit)
 (Regd. Office: G-9, Ali Yavar Jung Marg, Bandra (East)
 Mumbai-400051 (India) CIN - L23201MH1959GOI011388)
NOTICE INVITING e-TENDER

| | | |
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| 1.0 | Tender No. | SG/B269-999-EB-T-0020/22 |
| 2.0 | Type of Bid | Domestic Competitive Bidding (Under Two Bid System) |
| 3.0 | Name of Work | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India |
| 4.0 | Brief Scope of Work | <p>The scope of work includes Project Management, basic & detailed Design, Engineering, Procurement Engineering & Procurement, Manufacture & Fabrication, Inspection, Testing, Painting, Supply, erection, commissioning and performance testing at site on turnkey basis for 220 kV GIS Package consisting of 220kV double bus indoor GIS switchboard along with associated downstream equipment such as 220/ 66kV Grid Transformers, 66 kV double bus Indoor GIS switchboard, distribution transformers, 415V switchboards, DC system, substation automation system including substation building with cable cellar below and roof top solar system etc. complete in all respects as detailed in the enquiry document, handing over the 220kV GIS system Package on Lump Sum Turnkey Basis including supply of Mandatory and recommended spares.</p> <p>The scope of work of the EPCC contractor also includes obtaining statutory approvals from the concerned authorities as defined elsewhere in the Bidding Document.</p> |
| 5.0 | Time Schedule | Time schedule for completion of work shall be 20 Months (19 months for Completion (Mechanical Completion) + 1 month for commissioning) from the date of Fax of Acceptance / Letter of Acceptance. |
| 6.0 | Tender download schedule | <p>From 17-JAN-2022 to 21-FEB-2022</p> <p>Tender documents can be downloaded free of charge from the website https://iocletenders.nic.in during the above period.</p> |
| 7.0 | Pre-Bid Meeting | <p>At 10:30 Hrs on 27-JAN-2022 (*)</p> <p>Venue : Through Video Conferencing (Cisco Webex meeting) :</p> <p>Meeting link : https://eil1.webex.com/eil1/j.php?MTID=m9e6fec085fc8298523cc616533124a8e</p> <p>Meeting number: 2652 746 5503 Password: Eil@1234</p> <p>Last date for pre-bid queries: 25-JAN-2022</p> <p>The bidders who will join the meeting through video conferencing shall intimate EIL at least 02 (two) days prior to pre-bid meeting their details viz. name of participant & designation, mobile no., e-mail address, name of firm etc. The participant should have good internet</p> |

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| | | connectivity, as EIL/IOCL shall not be held responsible for any disruption due to internet or any technical issues. |
| 8.0 | Start date of submission of Bid/ Offer | From 14:00 Hrs. IST on 14-FEB-2022 |
| | Last date of submission of tender | Up to 1400 Hrs. IST on 21-FEB-2022 |
| 9.0 | Techno commercial Tender opening date | 1430 Hrs. IST on one day after bid submission date (*) If date(s) identified as (*) above happen to be a declared holiday in EIL Gurugram, the next working day shall be considered. Date and time of Priced Bid opening will be communicated only to techno-commercially acceptable bidders. |
| 10.0 | Earnest Money Deposit (EMD)/ Bid Security | INR 1,13,50,000.00 (Indian Rupees One Crore Thirteen Lakh Fifty Thousand Only). (Refer Sl. No. 19 of Instructions to Bidders (ITB) for detail) |
| 11.0 | Pre-qualification Criteria (PQC): | The intending tenderers shall have to furnish proof of their pre-qualification and experience along with the Part-I (Techno-commercial bid). |
| 11.1 | Technical Criteria | <p>The bidder shall either be a:</p> <ul style="list-style-type: none"> • A sole bidder (Indian) • A Consortium/Joint Venture of maximum 2 (two) members (both Indian) <p>The Bidder shall meet the following qualification criteria:</p> <p>11.1.1 The bidder (in case of sole bidder) or one of the members in case of Consortium/ Joint Venture shall be a manufacturer of Gas Insulated Switchboard with SF6 Circuit Breaker of rating 220 kV (minimum) and shall have executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220 kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50kA for 3 sec. and total 5 nos. of circuit breaker bays having same model of EHV GIS and SF6 circuit breaker as being offered, including design, detail engineering, procurement, supply, fabrication, construction/ construction management, installation, testing and commissioning in the last twelve (12) years and the reference job must have completed a period of minimum one (1) year after commissioning ending on last day of the month immediately preceding the month in which the last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).</p> <p>11.1.2 In case the sole bidder is not meeting requirement of clause 11.1.1 above, bidder can still qualify provided the bidder has executed as an EPC/ LSTK contractor, a work having supply,</p> |

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| | | <p>construction/ construction management, installation, testing and commissioning of a Gas Insulated Switchboard with SF6 Circuit Breaker of rating 220 kV (minimum) and the bidder engages a GIS manufacturer as a subcontractor (hereinafter called a GIS manufacturer) for this job who has executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220 kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50kA for 3 sec. and total 5 nos. of circuit breaker bays having same model of EHV GIS & SF6 circuit breaker as being offered, including design, detail engineering, procurement, supply, fabrication, along with either testing and commissioning or supervision of testing and commissioning. The reference EPC/LSTK job and GIS manufacturer reference job must have been completed and commissioned in the last twelve (12) years and must have completed a period of minimum one (01) year after commissioning, ending on the last day of the month immediately preceding the month in which the last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).</p> <p>11.1.2.1 In such a case, the bidder, along with the bid, shall submit Memorandum of Understanding (MoU) / Agreement and a clear scope / responsibility matrix (activity wise) with the GIS manufacturer to be engaged as sub-contractor based on the experiences mentioned in EHV GIS manufacturer qualifying reference, which shall be binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later. The minimum scope of the bidder in MoU shall include but not limited to i) Overall Project management, ii) Planning, monitoring, scheduling and reporting, iii) Procurement of critical hardware, iv) Participation in Progress review meeting and v) Commissioning</p> <p>The MOU / Agreement shall be converted into definite contract agreement between successful bidder & EHV GIS manufacturer after award of job and before signing of contract with IOCL which shall be done within one month from the date of award to EPC Contractor and this agreement must remain in force for at least 4 years or till the defect liability period whichever is later.</p> <p>11.1.3 220 kV Gas Insulated Switchboard shall be supplied from the manufacturer's same unit/ works from which GIS switchboards meeting the criteria specified at 11.1.1 above have been supplied for the referenced jobs/ past projects.</p> |
| 11.2 | Commercial Experience Criteria | <p>11.2.1 In case of Sole Bidder</p> <p>For commercial experience, the bidder, as a Main or as a Sub-Contractor should have completed at least one or two or three Similar Work^(*) with minimum value(s) as indicated below during the last 12 (Twelve) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date,</p> |

original bid submission date shall be considered):

- a) One “similar” successfully completed work valuing not less than the amount equal to **INR 209.50 Crore**
OR
- b) Two “similar” successfully completed works each valuing not less than the amount equal to **INR 167.60 Crore**
OR
- c) Three “similar” successfully completed works each valuing not less than the amount equal to **INR 125.70 Crore**

⁽¹⁾**Similar Work** means: “Supply, Installation/ Supervision of installation and Commissioning of GIS/HT/LT switchgear with or without associated work”.

Date of Commissioning will be considered as completion date and that should fall within the qualifying period.

11.2.2 **In case of Consortium/ Joint Venture of Indian Companies**

11.2.2.1 For commercial experience, the **Leader/Member of the Consortium** or **Leader/Member of the JV**, as a Main or as a Sub-contractor should have completed at least one or two or three **Similar Work**⁽¹⁾ with minimum value(s) as indicated below during the last **12 (Twelve) years** ending on last day of the month immediately previous to the month in which the last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered):

- a) Leader shall have One “similar” successfully completed work valuing not less than the amount equal to **INR 209.50 Crore**
OR
- b) Leader shall have Two “similar” successfully completed works each valuing not less than the amount equal to **INR 167.60 Crore** **OR** both Leader & Member shall each have completed one “similar” successfully completed work of value not less than **INR 167.60 Crore**
OR
- c) Leader shall have Three “similar” successfully completed works each valuing not less than the amount equal to **INR 125.70 Crore** **OR** Leader is having two “similar” successfully completed works each of value not less than **INR 125.70 Crore** and Member is also having one “similar” successfully completed work of value not less than **INR 125.70 Crore**

⁽¹⁾**Similar Work** means: “Supply, Installation/ Supervision of installation and Commissioning of GIS/HT/LT switchgear with or without associated work”.

Date of Commissioning will be considered as completion date and that should fall within the qualifying period.

11.2.2.2 For commercial experience, Member **of Consortium/JV (other than the Leader)**, as a Main or as a Sub-contractor should have completed at least one or two or three **Similar Work**** with minimum value(s) as indicated below during the last **12 (Twelve) years** ending on last day of the month immediately previous to the month in which the last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered):

a) One “similar” successfully completed work valuing not less than the amount equal to INR **73,32,50,000**

OR

b) Two “similar” successfully completed works each valuing not less than the amount equal to INR **58,66,00,000**

OR

c) Three “similar” successfully completed works each valuing not less than the amount equal to INR **43,99,50,000**

**** Similar Work** means: “Supply, Installation/ Supervision of installation and Commissioning of GIS/HT/LT switchgear with or without associated work”.

Date of Commissioning will be considered as completion date and that should fall within the qualifying period.

Notes to Sl. No. 11.2

- i.) The above values of completed works shall be exclusive of service tax (for the orders completed prior to introduction of GST) and exclusive of GST (for the orders completed post GST).
- ii.) In case Executed Value is not mentioned in the Completion Certificate, Work Order value with amendments, if any, shall be considered towards BQC requirements. Where the executed value is not mentioned in the Completion Certificate, the copy of certified Bill shall also be acceptable for determining the Executed Value if submitted along with Completion Certificate. Executed Value or Work Order Value, whichever is higher, shall be considered towards BQC requirements as above and Offer shall be evaluated accordingly.
- iii.) In case, the executed value of job is more than work order value and bidder claims for meeting the BQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with his bid.
- iv.) In case the value of job submitted by the bidder does not have clarity with regard to inclusion/ exclusion of Service tax/GST, the amount appearing in the completion certificate shall be considered exclusive of tax and shall be evaluated accordingly.
- v.) For the purpose of Commercial Experience Criteria as mentioned in clause No. 11.2.1, 11.2.2.1 & 11.2.2.2 above, if the work order covers the activities beyond mechanical completion (i.e. Pre-commissioning and Commissioning/ Commissioning Assistance,

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| | | <p>PGTR), the value of these activities will be considered only if these activities are completed and bidder has to provide necessary documentation in this regard.</p> <p>vi.) In case bidder has executed contract(s) meeting the similar work requirement as mentioned above on consortium basis, the value of work performed by the respective consortium members shall be considered as the value of contract for the purpose of qualification of Commercial Experience Criteria, and bidder has to submit documents as per relevant clauses of IFB.</p> <p>vii.) In case of different work orders having separate scope against a single enquiry have been executed by a bidder, cumulative value of such completed work orders meeting the similar work shall also be considered for the purpose of evaluation.</p> <p>viii.) Wherever bidder has executed the contract on consortium basis and there are separate work orders on leader & member having different scope/ schedule and Work Order reference number(s) against a single enquiry, in such case the bidders shall be qualified as per the corresponding work order meeting the qualification requirement mentioned above for the purpose of BQC Evaluation and the bidder has to quote accordingly.</p> <p>ix.) The above values of completed works shall be exclusive of the values for Post Warranty Maintenance/ Operation & Maintenance activities, if any involved in the submitted work order.</p> |
| 11.3 | Financial Criteria | <p>11.3.1 Annual Turnover (ATO) :</p> <p>a) <u>For Sole Bidder/ Leader of Consortium/ One of the Joint Venture Partners:</u> The Annual Turnover (ATO) shall be equal to or more than INR 150,84,00,000 during at least one of the last three preceding Financial Years, i.e. 2020 -2021, 2019-2020 and 2018-2019.</p> <p>b) <u>For Consortium Member /JV Partner (Other than the Leader):</u> The Annual Turnover of Consortium/JV Member (Other than the Leader) shall be equal to or more than INR 52,79,40,000 during at least one of the last three preceding Financial Years, i.e. 2020 - 2021, 2019 -2020 and 2018 -2019.</p> <p>11.3.2 Net worth:</p> <p>Bidder (including PSUs of Govt of India) shall have Positive Net Worth.</p> <p>To establish the Positive Net Worth, Bidder shall furnish the latest Audited Financial Statement including Auditors reports, Audited Balance Sheet, Profit& Loss Account, Notes, Annexure (if any) etc.</p> <p>In case Net worth is negative in the immediate preceding financial year, the bid shall be rejected.</p> <p>The net worth means paid up share capital, share application money pending allotment* and reserve# less accumulate losses and deferred expenditure to the extent not written off.</p> <p># Reserves to be considered for the purpose of net-worth shall be all reserves created out of the profits and securities premium</p> |

account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share application money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of net-worth shall be as follows:

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| Paid up share capital | XXXX |
| Add: Share application money pending allotment | XXXX |
| Add: Reserves (as defined above) | XXXX |
| Less: Accumulated Losses | XXXX |
| Less: Deferred revenue expenditure to the extend not written off | XXXX |
| Net-worth | XXXX |

11.3.3 Profit After Tax (PAT):

Bidder shall have positive PAT (Profit after tax) in at least one of the last three preceding financial years i.e. 2020-2021, 2019-2020 and 2018-2019. To establish the same, Bidder shall furnish the Audited Financial Statement including Auditors reports, Audited Balance Sheet, Profit & Loss Account, Notes, Annexures (if any) etc.

In case of negative PAT in all the preceding three financial years, the bid will be rejected.

Notes to Clause 11.3:-

- i. Turnover: Turnover shall be calculated excluding GST and other Incomes.
- ii. In case of Consortium/JV (Joint Venture) Bidding, both the Members (Leader and Member) shall meet the criteria at clause no. **11.3.2 & 11.3.3** above. This shall be over and above the other criteria to be met by the Members (Leader and the Member) of Consortium/JV as stipulated elsewhere in the NIT (Notice Inviting Tender).
- iii. The failure to meet Annual Turnover (ATO), Net Worth & PAT Criteria as above will render the bid to be summarily rejected.
- iv. In case the financial year closing date is within 9 months of the bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where the bid due date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the the date of NIT publication is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

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| 11.4 | Similar work shall be defined as | In case of Sole Bidder : Refer SI. No. 11.2.1 above In case of Consortium / JV: 11.2.2.1 & 11.2.2.2 above. |
| 11.5 | Additional Technical Requirement (if any) | As per Technical Section of Bidding Document. |
| 11.6 | Documentation | <p>The bidder shall furnish documentary evidence as below to establish that the bidder meets the Bidder Qualification Criteria as given above:</p> <p>11.6.1 For Technical Criteria (refer SI.No.11.1 above):</p> <p>Bidder shall furnish documentary proof of fulfilling the Bidder's Qualification Criteria. For Technical Criteria under BQC, Bidder shall submit the documents as per this clause.</p> <p>a) Copy of work orders(s)/ contract agreements(s)/ relevant pages of contract document(s) mentioning the value and scope of work for the reference job(s) submitted for qualification, the first page and the signature page, Completion certificate(s) issued by owner/ Consultant indicating executed value and certificate(s) of commissioning of referred plants from owner/ Consultant, fulfilling the qualification criteria for themselves as well as their proposed EHV GIS manufacturer, as applicable.</p> <p>b) Completion Certificates issued by Owner/ Owner's Consultant/User/ LSTK Contractor for qualifying job reference for 220 kV (min.) GIS indicating executed value & commissioning date for the reference job(s) submitted for qualification.</p> <p>c) Certificate(s)/ communication of Unit/ Facility/ Plant from Owner(s)/ Owner's Consultant/ User/ LSTK Contractor for 220 kV (min.) GIS having completed 1 year after commissioning for the reference job(s) submitted for qualification.</p> <p>However, for completion period of at least 1 (one) year after commissioning, any one of the following documents is required to be submitted by the bidder along with the Bid:</p> <ul style="list-style-type: none"> • Certificate for completion of 1 year after commissioning from Client OR • Certificate of Release of full Security Deposit (Bank Guarantee) by Client against the defect liability period. OR • Certification by CEO/ CFO with due notarization that Defect Liability Period is completed and there is no claim by client on account of performance of the Plant/Equipment. • For any job carried out for IOCL, in support of completion of one year, bidder need not submit any additional certificate. However, the qualification of the reference job order submitted by the bidder for the tender will be checked internally by IOCL based |

on the information submitted with the bid.

- d) Memorandum of understanding (MOU)/ Agreement between Bidder and 220 kV (min.) GIS manufacturer for executing the design, engineering, & detailed engineering, procurement, manufacturing, supply, erection / installation, Pre-commissioning, Commissioning/ Commissioning assistance, and PGTR as applicable which shall be binding on the bidder and not to be changed thereafter and shall remain in force at least till the pendency of the Contract.
- e) Documents in support of Clause no. 11.1.1, 11.1.2, 11.1.3 in the form of copy of the relevant pages of Work order(s)/ Contract agreement(s)/ Contract Document(s) mentioning the scope of work for the reference unit(s) to be submitted for qualification.
- f) For Consortium/ JV, Bidder shall submit Memorandum of Understanding (MOU) along with the Bid clearly defining the scope and responsibility matrix of each member including the leader for execution of the contract. The distribution of the work among Leader and member of Consortium/ JV shall be identified in MOU and not to be changed thereafter.
- g) Jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BOC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company.
- h) In case the job is completed by a bidder as a sub-contractor then following documents shall be submitted in support of meeting the "Bidder Qualification Criteria":
 - Copy of Work order along with schedule of rates issued by main contractor.
 - Bidder has to submit a certificate from the End User/ Owner/ Consultant stating that Main Contractor has intimated them about the engagement of bidder as sub-contractor or bidder has been allowed/permitted as a sub-contractor in the concerned job.
 - Copies of Completion/ Commissioning Certificates (as the case may be) issued by the Owner/ Owner's Consultant/ Main Contractor. The said Certificates shall have details like work order no./ date, brief scope of work, ordered & executed value of the job, completion date etc. In case bidder is not able to furnish the completion certificates from the Owner/ Owner's Consultant in his name then the Certificate issued in the name of Main Contractor shall also be considered as proof of completion of the relevant job.

11.6.2 For Commercial Experience Criteria (refer SI.No.11.2 above):

For fulfilling the experience criteria, following documents shall be considered as valid proof for meeting the criteria:

- a) The bidder shall, in his own interest, furnish complete documentary evidence to justify that the bidder meets the Qualification Criteria as per Clause 11.2 above
- b) Copies of work orders/ relevant pages of Contract/ SOP/ SOR mentioning the value and the scope of work.
- c) Completion certificate / Mechanical Completion certificate / Commissioning Certificate by Client/ Consultant/ Main Contractor indicating the executed value and date of completion of the contract.
- d) In case the job is completed by a bidder as a sub-contractor then following documents shall be submitted in support of meeting the "Bidder Qualification Criteria":
- Copy of Work order along with schedule of rates issued by main contractor.
 - Bidder has to submit a certificate from the End User/ Owner/ Consultant stating that Main Contractor has intimated them about the engagement of bidder as sub-contractor or bidder has been allowed/permitted as a sub-contractor in the concerned job.
 - Copies of Completion/Commissioning Certificates (as the case may be) issued by the Owner/ Owner's Consultant/Main Contractor. The said Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc. In case bidder is not able to furnish the completion certificates from the Owner/Owner's Consultant in his name then the Certificate issued in the name of Main Contractor shall also be considered as proof of completion of the relevant job.
- e) In case currency indicated in the BOC related document (work order/completion certificate etc.) submitted by Bidder towards qualification of value based experience criteria is other than in Indian Currency, the value of work shall be derived to Indian Currency considering "Bill Selling (foreign exchange) Rate of State Bank of India" as on the date of award of work. In case, the SBI Bill Selling rate is not available as on the date of conversion as specified above, the currency conversion rate shall be taken from the Internet, such as:
- (i) <https://www.xe.com/currencyconverter> ,
 - (ii) <https://www.oanda.com/currency/converter> ,
 - (iii) <https://economictimes.indiatimes.com/markets/forex/currency-converter>

11.6.3 For Financial Criteria (Refer SI. No. 11.3 above):

- a) For fulfilling the financial criteria, following shall be considered as acceptable proof:
- (i) Audited published Annual Report
OR
 - (ii) Audited Balance Sheet and Profit and Loss Statement
OR
 - (iii) Financial statements duly certified by practicing Chartered Accountant (not being an employee or a

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| | | <p>Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law.</p> <p>Note:- For S. No. 11.6.3 (a)(ii) above, for fulfilling the financial criteria, annual audited financial statements (balance sheet, P & L account, auditor report and all other schedules/notes to balance sheet and P & L account) of the bidder shall be considered as financial proof.</p> <p>b) In case the annual audited and published financial statements are available in the public domain like third party repositories (for example, Registrar of companies or equivalent) excluding websites, etc. under bidder's control, the same shall be accepted.</p> <p>c) Submission of Consolidated Audited Financial Statement:</p> <p>(i) Bidder is a Parent/Holding Company: Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the bidder, certifying that standalone Financial Statements of bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.</p> <p>(ii) Bidder is a Subsidiary Company: In case a Bidder is a Subsidiary Company and separate Financial Statements of the Bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company are available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letterhead that Financial Statements of Bidder are not separately prepared and audited.</p> <p>d) Bidder shall ensure that any certificate/ reports issued / attested by Statutory Auditor / practicing Chartered Accountants (as applicable) in India and submitted in the Bid shall mandatorily include the Unique Document Identification Number (UDIN). Certificate/ reports issued/ attested without UDIN of practicing chartered accountant in India shall not be considered for evaluation. This requirement of including UDIN shall not be applicable for certificate/ reports issued / attested by a chartered accountant practising in foreign country.</p> |
| 11.7 | <p>General Note to clause 11.1 & 11.2 (For Technical &</p> | <p>a) For qualifying against the experience criteria (Technical or Commercial Experience), Bidder (Parent Company), bidding as GIS manufacturer or Leader/ Member of Consortium/JV, shall be allowed to use the credential of its Subsidiary Company.</p> |

Commercial Experience Criteria):-

However, it would be necessary for a bidder to show that it has the relevant experience either on its own or in the name of such subsidiary.

Subsidiary shall mean a Company owned (ownership) and controlled (control) by the Bidder (Parent Company) where:
"OWNERSHIP" means the legal and beneficial OWNERSHIP of more than 50% of the issued and subscribed equity shareholding of the subsidiary Company.
"Control" means the right to exercise majority of the voting rights on any resolution for the appointment of Directors of the subsidiary Company.

- b) Any agency who has offered services as a EHV GIS manufacturer under clause 11.1.2 of BQC to any bidder shall not be permitted to participate either in an individual capacity as a sole bidder or as a member of another consortium/ JV for the same work/ tender. However, the agency is not barred from offering services as an EHV GIS manufacturer to more than one bidder.
- c) The Bidder shall ensure submission of complete authentic information / documentation along with the Bid.
- d) Wherever specific compliance to the relevant documentation from bidder in support of the criterion mentioned under Clause no. 11.1, is required post Bid submission, Owner/EIL reserves the right to directly interact with the Bidder's Owner/ Consultants to verify the relevant documentation and the Bidder will render assistance in facilitating that.
- e) Bidder shall also render assistance in facilitating visit to the reference unit, if so, considered necessary by owner. Cost of visit shall not be to the bidder's account.
- f) If the bidder cites any reference of a job executed for IOCL or executed for some client through EIL and the bidder is not able to furnish documentary evidence, the internal records of IOCL or EIL (as the case may be) shall be considered.
- g) In case bidder has executed a contract as an EPC/LSTK contractor meeting the requirements under clause no. 11.1.2/ 11.8 a) of BQC as a leader of a consortium/ JV, the experience is acceptable for the purpose of qualification.
- h) In case bidder has executed a contract as an EPC/LSTK contractor meeting the requirements under clause no. 11.1.2/ 11.8 a) of BQC as one of the members/ partners of a consortium/ JV, the experience is acceptable for the purpose of qualification provided the bidder has done at least project management for such reference contract.
- i) Whenever a contractor had worked as a sub-contractor to main contractor, their experience also can be considered. With regard to Sub-Contracted work order, the bidder in addition to documents

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| | | <p>mentioned at clause no. 11.6.1 and 11.6.2 above has to submit a Certificate from the end user / Owner / Consultant of the Owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor.</p> <p>j) In case where the Bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.</p> <p>Wherever, Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference to the local regulation restricting this endorsement is given in the CEO / CFO certificate.</p> <p>k) A job executed by a bidder for its own plant/ projects can't be considered as experience for the purpose of meeting requirement of BQC of the Bidding Document. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed. Such bidders shall submit these documents over and above the other required documents under the various Clauses of BQC.</p> |
| 11.8 | <p>General Points for Consortium/ Joint Venture (JV)</p> | <p>In case the bidder is a Consortium/ JV, then the following conditions shall apply:</p> <p>a) The consortium/ JV shall have a maximum of 2 members, one of them a manufacturer of EHV GIS having executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220 kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50kA for 3 sec. and total 5 nos. of circuit breaker bays having same model of EHV GIS and SF6 circuit breaker as being offered including design, detail engineering, procurement, supply, fabrication, along with either installation, testing and commissioning or supervision of installation, testing and commissioning, in the last twelve (12) years and the reference job must have completed a period of minimum one (1) year after commissioning ending on last day of the month immediately preceding the month in which the last date of bid submission falls</p> |

(in case of extended bid submission date, original bid submission date shall be considered). Another member shall be an EPC/LSTK contractor with experience of executing an EPC/LSTK work having supply, construction/ construction management, installation, testing and commissioning of a Gas Insulated Switchboard with SF6 Circuit Breaker of rating 220 kV (minimum). The reference EPC/LSTK work must have been completed and commissioned in the last twelve (12) years and must have completed a period of minimum one (01) year after commissioning, ending on the last day of the month immediately preceding the month in which the last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).

The member having EPC/LSTK work experience as defined in clause 11.8 (a) shall be identified as the "Prime Member (Leader)" of the consortium /JV and shall not be allowed to be altered at any stage.

- b) The minimum scope of Leader (in case of consortium/ JV) shall be as given below. The leader of the consortium/ JV shall submit an undertaking as per the format attached with ITB of the bidding document:
 - i. Overall Project management
 - ii. Planning, monitoring, scheduling and reporting.
 - iii. Participation in Progress review meeting
 - iv. Commissioning
- c) Each member in a consortium/JV may only be a legal entity and not an individual person.
- d) The Bid shall specifically identify and describe each member of the consortium/ JV.
- e) The consortium/JV member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
- f) The distribution of work among the Leader and consortium/JV members shall be identified and submitted along with the bid and shall not be changed thereafter.
- g) The division of scope of work between the Consortium/ JV members shall be based on their past relevant experience.
- h) No change shall be permitted in the number, nature or share holding pattern of the Consortium/ JV members after bid submission, without the prior written permission of the Owner
- i) No change in project plans, time schedule or lump sum contract price will be permitted as a consequence of any withdrawal or failure to perform by a consortium/ JV member.
- j) The distribution of work between consortium/ Joint venture members would be such that after award of work, a minimum 35% (but not more than 49%) of Contract value shall be executed by the member (Other than the Leader) of Consortium/ JV and the billing schedule shall be drawn up after award of work accordingly. The minimum scope of work to be executed by the leader post

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| | | <p>award shall be as per clause no 11.8 (b) above.</p> <p>k) An Entity can bid either as a sole bidder or as a member of only one consortium/ JV.</p> <p>l) Consortium/ JV member shall give power of attorney to the leader to represent it for bidding and contract execution, incur liabilities and receive instruction for and on behalf of any and each member of Consortium/ JV.</p> <p>m) The Prime Member (Leader) of the Consortium/ JV shall submit the bid on behalf of the Consortium/ JV. Memorandum of Understanding (MoU) between the Consortium/JV members duly signed by the authority (ies), must accompany the techno-commercial bid. All the members of the Consortium/ JV must resolve and affirm in the MoU that each party shall be jointly and severally responsible and liable to the Owner for any and all obligations arising out of the Contract. MoU signed between the members of the Consortium/ JV shall be converted to a definite agreement and shall form part of the contract. In case of award of contract, the definite agreement shall be kept valid through the entire contract period, i.e. until the issuance of Final Certificate to Consortium/JV by the owner after expiry of the defect liability period. After award of contract, no alterations/ modifications would be permitted while converting the MOU into Definite Agreement.</p> <p>n) Prime Member/ Leader of the Consortium/ JV on behalf of the Consortium/ JV shall coordinate with Owner and PMC during bidding as well as during execution of the contract. Owner/ PMC shall correspond with the leader of a Consortium/ JV and vice versa.</p> <p>o) Consortium/JV to be formed for bidding in this job shall comprise of maximum 02 (Two) members only (one Leader and one Member).</p> <p>p) One Company shall be the Leader of the Consortium/JV and the other Company will be a Member.</p> <p>q) The members of Consortium/JV shall assume responsibility jointly and severally and shall submit Agreement/ Memorandum of Understanding (MOU) along with the bid clearly defining the scope and responsibility of Leader and Member.</p> <p>r) The MoU shall clearly specify the name and complete address of the Leader and other Consortium/JV Members.</p> <p>s) All member firms/ companies of the Consortium/JV shall be jointly and severally bound and liable to the Owner for the fulfillment of the terms of the contract and for discharge of liabilities of the Consortium/ JV to the owner. The member shall authorize the Lead Member of the Consortium/JV with authority to bind the Consortium/JV, through a Power of Attorney given by the member to the Lead Member.</p> <p>t) The selected Leader of the Consortium/JV shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium/JV.</p> |
| 12.0 | Mode of Submission | Offer must be uploaded on e-tender website https://iocletenders.nic.in before the last date & time of submission of tender. |

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| | | Offer submitted using any other mode will not be accepted. |
| 13.0 | Other requirements (Additional document to be submitted) | <p>13.1 Power of Attorney in favour of person (s) digitally & physically signing the bid clearly specifying that the person (s) is/are authorized to submit the bid.</p> <p>13.2 Bidder shall submit PF (Provident Fund) Code Allotment letter/ PF registration certificate in their own name. In case of Consortium/JV arrangement, both the Members shall have Indian PF Registration in their names and submit Copy of the PF Registration Certificates along with the Bid. In case of Bidding through JV/Consortium arrangement, after award of the job, if so required, the successful Bidder shall ensure any change/modification of PF Registration as per the applicable statutory provisions to facilitate smooth execution of the jobs.</p> <p>13.3 Bidder shall have ESI (Employees State Insurance) Registration in their own name and submit Copy of the same Registration Certificate along with the Bid. In case of Consortium/JV arrangement, both the Members shall have ESI Registration in their names and submit Copy of the ESI Registration Certificates along with the Bid. If ESI Registration is not available during Bidding as mentioned above, necessary Undertaking shall be given by the Bidder as per the format attached with the bidding document.</p> <p>13.4 Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last 3(three) financial years.</p> <p>13.5 Copy of PAN card.</p> <p>13.6 Certificate of Incorporation / Partnership deed/ Proprietor ship affidavit / JV Agreement/ Consortium Agreement</p> <p>13.7 Any other document required as per Enquiry Document</p> |
| 14.0 | Tender Inviting Authority | <p>Ms. Sangitta Ghuliani, Sr. GM (SCM-2), Engineers India Limited, 2nd Floor, Tower-1, Sector-16 (On N.H.-8), Gurugram–122 001. Telephone: +91-124-289 1391 / 1308 / 1370</p> <p>E-mail : sangitta.ghuliani@eil.co.in , s.padmanathan@eil.co.in deepak.malik@eil.co.in</p> |
| 15.0 | Integrity Pact Agreement | Applicable. |
| 16.0 | Validity of Bids | The offer of the bidder shall remain valid for 06 (Six) Months from the bid opening date. |
| 17.0 | Purchase Preference for PP-LC Policy | Applicable |

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| 18.0 | Purchase Preference to MSE bidders | Not Applicable |
| 19.0 | Domestically Manufactured Iron & Steel Products Policy | Applicable |
| 20.0 | Reverse Auction | Applicable |

21.0 **General**

Bidder to note the followings before bidding:

- i.) Offer from following bidders will not be accepted
 - a) Who are in the Holiday/ Suspension /Banning List / Negative list of IOCL or MoPNG or Holiday/ Negative list of EIL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award.”
Further, in case of a Consortium/JV, if any of the member(s) of Consortium/JV is on Holiday/ Suspension /Banning List / Negative list of IOCL or MoP&NG or Holiday/ Negative list of EIL on due date of submission of bid / during the process of evaluation of the bids, the offer of such a Consortium/JV shall not be considered for bid opening/ evaluation/Award.
 - b) Who are under liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under court receivership or similar proceedings, their bids shall not be considered
 - c) Consultant or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant with the exception of Participation as Third Party Inspection Agency (TPIA) for the same job. Consultant appointed for the project / work shall not be allowed to participate in the tender either directly or indirectly. An indirect participation shall include participation through an affiliate or as subcontractor, consultant or supplier with the exception of participation as TPIA for the same job. The expression ‘affiliate’ for the purpose of this clause will include any person, or company or association (howsoever designated) who/which is a member of the consultant (if the consultant is a joint venture or consortium or who or which directly or indirectly holds 10% (ten percent) or more of the capital or voting capital of consultant (if the consultant or any of its members is a company or a body corporate) or who or which is consultant or sub-contractor of the consultant with regard to the project.
 - d) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - e) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the above Code at any stage of evaluation of the bid.
 - f) Foreign bidders are participating in Domestic / National tenders.

- ii.) The failure to meet the above Qualifying Criteria(s) at clause 11.0 above will render the bid to be summarily rejected, for the tender.

- iii.) A Company (bidder) shall not be allowed to use the credentials of its parent ~~or any group~~ company to meet the Experience Criteria.
- iv.) Deleted
- v.) The offers with incomplete /irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- vi.) Relevant supporting documents towards other requirements specified are also to be uploaded along with Techno-commercial bid failing which bid is liable for rejection.
- vii.) IOCL reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
- viii.) Legal dispute, if any, shall only be within the jurisdiction of Local Court unless mentioned otherwise.
- ix.) All communication will be made through e-Tendering web site (<https://iocletenders.nic.in>). However, IOCL reserve the right to take cognizance of the communication made outside e-Tendering Portal under exceptional circumstances.
- x.) Bidder cannot make any claim against IOCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- xi.) Bidder should make sure that their priced bid (Part-II/BOQ) contains only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- xii.) Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL or its representative have concerns or apprehension regarding the authenticity/ correctness of any document, IOCL or its representative reserves the right of getting the document cross verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected, orders if any placed against subject tender will be terminated and may be debarred from future tenders For the purpose of verification, bidders shall submit complete client details with names, address, phone number, e-mail ID etc.”
- xiii.) Further, EIL/ IOCL shall get the documents of the lowest bidder verified from respective Client / PMC / Owner.
- xiv.) Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding.
- xv.) The bidders must submit complete and unambiguous documents pertaining to BOC in the first instance itself along with the offer. CONSULTANT/ IOCL may not offer any opportunity to the bidder to provide complete or unambiguous documents and reserve the right to proceed on the basis of documents received along with the offer and incase of non-submission of some documents or submission of incomplete or ambiguous documents, the bid may be rejected.

- xvi.) Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to BQC along with their offer. Failure to meet the BQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents /clarifications.
- xvii.) Refer ITB of the tender document /Special Instruction to Bidder (SITB) of e-tender web site for more details.
- xviii.) Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on our website: <https://iocletenders.nic.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
- xix.) IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
- xx.) Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- xxi.) Pre-qualification Criteria (PQC) and Bidder Qualification Criteria (BQC) means the same in Bidding document.
- xxii.) **Award Methodology:**
Refer ITB Clause(s) No. 35,37 & 38 & Bid Data Sheet (BDS) for the same.
- xxiii.) During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by Indian Oil. Such UPSI shall be held by the organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need to know basis and with the prior consent of Indian Oil. It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of Indian Oil while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of Indian Oil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the "Code for Prevention of Insider Trading in the Securities of Indian Oil", copy of which is hosted on the website www.iocl.com . Accordingly, it must be ensured that any UPSI, whenever received from the Indian Oil, (a) shall be used solely for the purpose for which it is being disclosed; (b) shall be preserved and the secrecy of such information shall be maintained; (c) shall not be disclosed to any third party; (d) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being

used to secure their own confidential information; (e) to notify Indian Oil immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party. The organization shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Indian Oil shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

- xxiv.) Bidder to submit Signed and stamped copy of Insider trading undertaking attached with the tender along with the bid.
- xxv.) After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice after the issue of the tender enquiry.
- xxvi.) Offers not meeting statutory requirement are liable for rejection.
- xxvii.) Purchase Preference to Micro & Small Enterprise is not applicable for this tender.
- xxviii.) Only Class-I & Class-II local suppliers, as defined in the policy to provide purchase preference linked with local content (PP-LC) attached with Bidding Document, are eligible to quote and such bidders shall submit the required documents as specified in the said policy.
- xxix.) Purchase preference to Central / State PSUs and JV's of IOCL or any other government guidelines as applicable from time to time shall be considered.
- xxx.) Policy for Providing Preference to domestically manufactured iron & steel products in government procurement- revised, 2019 is applicable for this enquiry.
- xxxi.) Bidder shall submit an affidavit of self-certification on Rs. 100/- stamp paper (duly notarized), regarding domestic value addition in iron & steel products/ capital goods, as per format enclosed with the policy for providing Preference to Domestically Manufactured Iron & Steel Products (DMI&SP) in Government Procurement, enclosed with the Bidding Document. Failure to do the above shall render the bid liable for rejection.
- xxxii.) However, in case of package, bidders expressing their inability to furnish this affidavit from Indian manufacturers at bidding stage, bidders may submit this affidavit after placement of order. However, an undertaking to submit affidavit shall be submitted by bidder along with the bid.
- xxxiii.) Clarification, if any, can be obtained from Tender Inviting Authority as mentioned in clause no. 14.0 above.
- xxxiv.) Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder/s who have not downloaded the bidding document either directly or through their authorized person will be rejected. Please note that the person having Power of Attorney to do bidding process on behalf of the bidder shall only submit/upload the bid document using their own DSC.

- xxxv.) Bidders are requested to get clarified all the technical queries related to tender before the bid opening and ensure compliance of all provisions of the bidding document.
- xxxvi.) The bidder is expected prior to the submission of its/his/their bid, as a prudent and experienced Contractor to make its/his/their own assessment of all the requirements of the work and of the accuracy, correctness and completeness of any estimate, data, or information furnished by the OWNER in the Tender Documents and of the availability, suitability, propriety, adequacy and/or soundness of any suggestion made by the OWNER in the Tender Documents as hereinabove referred to.
- xxxvii.) The bidder is also expected prior to finalization of its/his/their bid to visit and examine the job site and its surroundings and to familiarize itself/himself/themselves of the ground realities, the availability, existence and suitability of facilities and sources of supply required for the work(s) and the environmental conditions which can be encountered, and collect all data and other information which the bidder may require for preparation and formulation of its/his/their bid. The CONTRACTOR will not to be entitled to make any claim against the OWNER or to raise any objection or defense to any claim based on the ignorance of existing or expected conditions, or on the lack of adequate information, or of any plan, estimate or expectation based on a different perception or expectation or information.
- xxxviii.) The bidder shall be deemed before tendering to have undertaken a thorough study of the proposed work, the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic conditions, the labour, power, material, and equipment availability, transport and communications facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office and accommodations, quarters, and all other facts and facilities necessary or relevant for the formulation of the bid, supply of materials and the performance of work.

Sr.General Manager (SCM-II)
Engineers India Limited, Gurugram

Validity unknown

Digitally signed by LALIT SHARMA
Date: 2022.01.17 12:09:09 IST
Location: Indian Oil Corporation Ltd-IOCL

Date: 18.02.2022

Project: Pre Bid Tie up for 220 kV GIS Package for Panipat Refinery Expansion Project (P25)
Technical Specification: 220kV GIS with LCC & its Accessories

Technical Qualifying Requirements & Experience

(11.1.1) The bidder shall be a manufacturer of Gas Insulated Switchboard with SF6 Circuit Breaker of rating 220 kV (minimum) and shall have executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220 kV or above with SF6 circuit breaker having minimum bus rating of 2000 A, 50 kA for 3 sec. and total 5 nos. of circuit breaker bays having same model of EHV GIS and SF6 circuit breaker as being offered, including design, detail engineering, procurement, supply, fabrication; along with either testing and commissioning or supervision of testing and commissioning. The reference job must have been completed and commissioned in the last twelve (12) years and must have completed a period of minimum one (1) year after commissioning as on 31 January 2022.

220 kV Gas Insulated Switchboard shall be supplied from the manufacturer's same unit/ works from which GIS meeting the criteria specified at (11.1.1) above have been supplied for the referenced jobs/ past projects.

[Signature]
18/02/2022
Prepared by

[Signature]
18/02/22
Reviewed by

[Signature]
31/20/11
18/2/22
Approved by

The Bidder shall provide the documents required for meeting the Technical Qualifying Requirements and Experience as stipulated in the Relevant Sections of the BHEL MIT.

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