



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Transmission Business Group

Materials Management, 5th Floor, Plot No.25,

Sector-16A, Noida, Uttar Pradesh, PIN No: 201301

Phone: 0120-6748543, Email: gaurav.agarwal@bhel.in

CORRIGENDUM - 01 TO NIT NO-88773

Dated 17-02-2025

Subject: Corrigendum-01 to Tender enquiry for Pre-Bid Tie up with the GIS OEM for Supply & Services of 400/220/66kV GIS for DTL's 400/220/66kV GIS Tikrikhurd Sub-Station Tender / Project.

Project : DTL's 400/220/66kV GIS Tikrikhurd Sub-Station project
Equipment / Item : Supply & Services of 400kV/220/66kV GIS and associated equipment
Enquiry No/Date : 61G2500488 Dated 13-02-2025
BHEL NIT NO : 88773
Original Tender due date : 24-02-2025

This Corrigendum is issued by BHEL TBG against above mentioned NIT/ enquiry for **revising the MOU format (Annexure-F)** and incorporating the '**format for Non-Participation**'. Formats are enclosed with this corrigendum.

Tender due date remains same.

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

Bidder to ensure submission of offer on or before due date.

Note: Tender ID on CPP Portal is **2025_BHEL_45127_1**.

Thanking you

-----Sd/-----

Gaurav Agarwal
BHEL TBG, NOIDA

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

MEMORANDUM OF UNDERSTANDING

**Pre-Bid Tie-up with GIS Manufacturer for
Supply and Erection Supervision for 400kV,220kV, 66kV GIS(Mention applicable Voltage)
equipment for DTL's tender for Design, Engineering, Supply, Erection, Testing &
Commissioning of 400/220/66kV GIS Tikrikhurd Sub-Station with complete civil works &
automation on Turnkey Basis.**

BETWEEN

BHARAT HEAVY ELECTRICALS LIMITED

AND

<< Name of GIS Sub Contractor >>

Date: _____

Memorandum of Understanding

For Project/Tender Details: **BHEL TENDER DETAILS TO BE FILLED BY TBMM**

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

BETWEEN:

M/s **Bharat Heavy Electricals Limited, Transmission Business Group-Noida**, a company incorporated under the laws of Companies Act 1956 and having its Registered Office at **BHEL HOUSE, SIRI FORT, NEW DELHI – 110049 (INDIA)**, (hereinafter called “BHEL (1st Party)”, which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

AND

M/s., a company having its registered office at (hereinafter referred to as “..... **GIS OEM (2nd Party)**” which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns),

(“BHEL” and “.....” are individually referred to as the “Party” and collectively as the “Parties”)

WHEREAS

1. M/s. **Delhi Transco Limited Ltd (M/s DTL)**. (here in after referred to as “DTL”) has issued the following tender document to BHEL (here in after referred to as the “Tender”):

a. DTL's Tender Name:

Design, Engineering, Supply, Erection, Testing & Commissioning of 400/220/66kV GIS Tikrikhurd Sub-Station with complete civil works & automation on Turnkey Basis.

b. DTL's Tender enquiry No.- **T24R220403**

2. BHEL intends to participate in above "Tender" as an EPC bidder and wish to enter into a pre-bid Tie-up with qualified GIS OEM (2nd Party) for scope as defined in its NIT as detailed below:

a. BHEL NIT Name: **TO BE FILLED BY TBMM**

b. BHEL NIT Specification Reference: **TO BE FILLED BY TBMM**

3. M/s..... who are the established and reputed manufacturer of Gas Insulated Switchgear (GIS) up to having its manufacturing facilities at..... had submitted its bid Ref No..... dated ----- to BHEL with an intent enter into a pre-bid Tie-up for getting associated with BHEL as a sub-contractor for supply and services as per scope defined in BHEL's NIT.

4. Based on the offers received by BHEL and subsequent Techno-commercial evaluation, M/s (GIS OEM, 2nd Party) is determined to be a qualified bidder and has emerged as the lowest evaluated Bidder having requisite capacity and capability to undertake Supply & services w.r.t. **400kV,220kV, 66kV GIS (Mention applicable Voltage)** Equipment and has been pre-selected by BHEL to bid for the aforesaid tender.

5. Accordingly, M/s..... (GIS OEM, 2nd Party) authorize M/s. Bharat Heavy Electricals Limited to offer its GIS equipment against the tender invited by **M/s DTL** for

"Design, Engineering, Supply, Erection, Testing & Commissioning of 400/220/66kV GIS Tikrikhurd Sub-Station with complete civil works & automation on Turnkey Basis. Tender enquiry No.- T24R220403"

6. This Memorandum of Understanding is accordingly being executed between the parties prior to submission of bid by BHEL as EPC contractor to M/s **M/s DTL**.

7. The Parties have decided and agreed to enter into this MoU **on exclusive basis** which sets forth their respective rights and obligations with respect to the Project and each other and mutually agreed upon the following.

8. SCOPE OF WORK

- i. The broad Scope of Work to be performed by M/s..... (GIS OEM, 2nd Party) shall include **400 kV, 20kV ,66kV(Mention applicable Voltage)** GIS equipment related scope including Design, Engineering, procurement, manufacturing, supply, supervision of Erection/Installation, Testing, Commissioning/ Commissioning assistance 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 DTL.

- ii. All other work except which have specifically been agreed upon by Ms..... will be executed by M/s BHEL as EPC contractor including
 - a. Overall Engineering & Project management.
 - b. Planning, monitoring, scheduling and reporting.
 - c. Procurement and Supply of balance Equipment including in-house manufactured items.
 - d. Participation in Progress review meeting.
 - e. Erection, Testing & Commissioning including Civil Works.

However, Ms.....(GIS manufacturer) would support BHEL and will provide requisite assistance, inputs for the above as and when required by BHEL without any reservation.
- 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 DTL.
- 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**.

9. Responsibilities of BHEL

- i. BHEL shall submit its competitive bid as EPC contractor against the tender issued by M/s DTL in association with the M/s(400kV,220kV, 66kV (mention applicable voltage) GIS OEM as sub-contractor) based on its finalized bid for the scope of work to be executed by the GIS OEM (2nd Party).
- ii. In case BHEL is awarded NOA by M/s DTL. for the Project, BHEL shall place a Purchase Order on the GIS OEM (2nd Party) for (.....BHEL TENDER DETAILS TO BE ENTERED BY TBMM) for 400kV,220kV,66kV GIS (mention applicable voltage) related scope as outlined in this MOU.

10. Responsibilities of M/s(GIS OEM, 2nd Party)

- i. M/s undertakes to support and associate with BHEL as Sub-contractor in its bid preparation for the scope of work related to 400kV,220kV, 66kV(mention applicable voltage) GIS equipment.
- ii. In the event, BHEL is not awarded the NOA by DTL), M/s..... shall not have any claim whatsoever on M/s BHEL and the MOU shall stand terminated.
- iii. The GIS OEM (2nd Party) undertakes that breach of any of the above responsibilities / obligations on his / its part shall amount to his/its disqualification.
- iv. In the event, Purchase Order is placed by BHEL on the GIS OEM (2nd Party), the GIS OEM (2nd Party) undertakes to maintain the highest standard of professional and ethical competence, integrity and also maintain strict confidentiality of all the reports, discussions, data, information such as maps, diagrams, plans, statistics, plans, designs, reports, drawings and supporting records or material documents or software furnished by BHEL and further the GIS OEM (2nd Party) shall neither use the same for purposes

unrelated to this tender nor disclose or share with any third party without the consent of BHEL.

11. 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.

12. 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.

13. Terms of MOU

The MOU shall remain in force till issue of Purchase Order by BHEL (in the event of BHEL emerging successful in its EPC bid submitted to M/s DTL and M/s DTL winning the TBCB bid as Transmission Service Provider) on the M/S ----- (GIS OEM, 2nd Party). These activities are anticipated to take about nine (09) months from the date of signing of MOU.

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 DTL.

Both parties hereby confirm their consent to an approval of the above terms and conditions evidenced by its signatures on its Memorandum.

This MOU shall be valid from the date of its execution by both the Parties, and continue to be in force for the Term (stated herein above) until terminated under the circumstances specified herein. This MOU shall terminate upon the occurrence of any of the following, whichever is earliest:

- a) By mutual Agreement;
- b) In the event the BHEL is awarded the LOI by the M/s DTL and this MOU is substituted with a Purchase Order placed by BHEL on M/s ---- (GIS OEM, 2nd Party);
- c) In the event BHEL is not awarded the NOA by M/s DTL, under such circumstances, BHEL shall terminate this MOU by issuing a written notice to M/S----- (GIS OEM, 2nd Party) and such termination shall be effective from the date of such notice;
- d) On expiry of validity of the bid submitted by M/s ----- (GIS OEM, 2nd Party) in response to the NIT (Details to be put by TBMM).
- e) In the event the GIS OEM (2nd Party) commits any breach in performance of any of the responsibilities specified in Clause-10 of this MOU

14. 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.

15. 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.

(If there is an apprehension that any dispute may arise in future the following clause may be added)

However, in case any dispute arising out the subject MOU, the same shall be resolved/ adjudicated by appointing sole arbitrator referring the dispute to Delhi International Arbitration Centre, High Court of Delhi, in terms of Arbitration and Conciliation Act 1996 and amendments made therein time to time. The fee and proceeding of arbitration shall be as per DIAC.

Further, the court at New Delhi shall have the exclusive jurisdiction to adjudicate any dispute arising out this MOU.

16. 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:

a. M/s. Bharat Heavy Electricals Limited,
Transmission Business Group,

CONTACT DETAILS OF TBMM OFFICIAL

5th Floor, BHEL Sadan, Plot No. 25

Sector-16A, Noida-201301, U.P

E-mail id: _____@bhel.in

Mob. No: _____

b. M/S ---- (GIS OEM)

Name:

Address : _____

E-mail id: _____

Mob. No: _____

17. 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.

18. 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.

19. In witness whereof BHEL and M/s. _____ through their authorized representatives have executed these present on the DAY, month and year first mentioned above.

For (GIS OEM, 2nd Party)	For Bharat Heavy Electricals Limited
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address: M/s. Bharat Heavy Electricals Limited,

Annexure-F

	Transmission Business Group, 5th Floor, BHEL Sadan, Plot No-25, Sector- 16A, Noida-201301, U.P
Witness-1	Witness-1
Witness-2	Witness-2

**DECLARATION REGARDING NON-PARTICIPATION AS A BIDDING COMPANY
EITHER INDIVIDUALLY AS BIDDER OR AS A PARTNER OF AN ENTITY OF THE
SAME PARENT/ GROUP/SUBSIDIARY/ SISTER CONCERN OR A JOINT VENTURE OR
GIS MANUFACTURER OR EPC CONTRACTOR**

(to be submitted by the pre-selected bidder on its company's Letter Head prior to signing of MoU)

Ref. No.:

Date:

To,

Bharat Heavy Electricals Limited,
Transmission Business Group,
BHEL Sadan, Plot No-25,
Sector-16A, Noida

**Subject : Declaration regarding non-participation as a bidding company either
individually as bidder or as a partner of an entity of the same parent/
group/subsidiary/ sister concern or a Joint Venture or GIS manufacturer or EPC
contractor**

Dear Sir,

-
- 1.0 This has reference to our bid proposal Ref. No. dated
submitted against the tender invited by M/s BHEL for the **Pre-Bid Tie-up with GIS
Manufacturer for Supply and Erection Supervision of 400kV GIS (Mention
applicable Voltage)** equipment for DTL's tender for Design, Engineering, Supply,
Erection, Testing & Commissioning of 400/220/66kV GIS Tikrikhurd Sub-Station
with complete civil works & automation on Turnkey Basis.
- 2.0 We refer your communication Ref. No. dated..... informing us that we
have been pre- selected for associating with BHEL for the above tender.
- 3.0 In this regard, we hereby declare that as per BHEL's tender terms & conditions, we
would enter into an exclusive tie-up with M/s BHEL only for the Supply & Supervision
of erection for 400kV GIS for the tender invited by M/s DTL for **Design, Engineering,
Supply, Erection, Testing & Commissioning of 400/220/66kV GIS Tikrikhurd Sub-
Station with complete civil works & automation on Turnkey Basis.(Tender No.
T24R220403.)**
- 4.0 We confirm that we shall not participate in the aforesaid tender invited by **M/s DTL
directly or indirectly** [as a bidding company either individually as bidder or as a partner
of an entity of the same parent/ group/subsidiary/ sister concern or through a joint
venture with other company or as GIS manufacturer or as an EPC contractor].

Name of the Authorized Signatory

Company Seal