



Ref. Enquiry No.: PE/PG/IOC/E-5532/2016, Dt. 11.04.2017

DUE DATE
27.04.2017
BY 10:00 AM

Dear Ma'am/Sir,

Subject: Tender Enquiry for "DATA CONCENTRATOR SYSTEM-COMMISSIONING" for IOCL PARADIP REFINERY CPP.

BHEL invites offers from reputed Vendors (Refer Pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites) for **COMMISSIONING OF DATA CONCENTRATOR SYSTEM** (as per attached suggestive price format & brief scope of work) at IOCL PARADIP REFINERY CPP site as per details hosted on BHEL website www.bhelpem.com & www.bhel.com.

Your offer shall be submitted in two parts strictly as per "Instructions to Bidders" in quintuplicate (3 sets), in sealed covers for the under mentioned equipment/system.

PROJECT NAME	IOCL PARADIP REFINERY CPP.	
TECHNICAL SPECIFICATION DOCS	DOC NAME	DOCUMENT NO.
	SYSTEM ARCHITECTURE	110-PE-VO-353-506-E017 REV. 02
	INPUT-PUTPUT LISTS	110-PE-VO-353-506-E025 REV. 01
	IP ADDRESSING FOR NUMERICAL RELAYS	110-PE-VO-353-506-E040 REV. 02

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by **COURIER/REGISTERED POST**, to the following address only:

Tender Box, Tender Room, Ground Floor, PPEI Building (behind Reception Desk)

C/o DEVENDRA SINGH, SR. ENGINEER/ PG-I-2 / HASEEN AHMED, MANAGER/PG-I-2

M/s. Bharat Heavy Electricals Ltd., Project Engineering Management,

Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P. INDIA

E-MAIL: devendra@bhelpem.co.in, haseenahmed@bhelpem.co.in

Ph. No. +91-120-4368877, 7503632335 +91-120-4368729, 9871116747

It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the **due date by 10:00 A.M. The offer has to be deposited in tender box only**. Part-I bids shall be opened at **11:00 A.M.** on the due date in the presence of authorized representatives of the bidders, who may like to be present. **Late tenders are liable to be rejected.**

Note:-

1. Please note that Part scope offered for Project shall disqualify the bidder's offer.
2. Techno Commercial Bids and Price Bids should be submitted separately in separate envelopes.
3. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loading as applicable. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.



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INSTRUCTIONS TO BIDDERS

1. Vendors are advised to submit the tenders in the tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes should be used, properly marked before due date and time.
2. The dispatch department shall not accept any tender in torn condition and shall return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered. Bidder's representative shall deposit the offer in tender box only.
3. Enquiry No., due date etc. must be legibly super scribed on the sealed envelopes. Name and contact details (including mobile no. and email address) of minimum one contact person along with date of submission of offer in a cover letter
4. Offers should be submitted in two parts in two separate sealed covers as follows:
Part-I: **TECHNO-COMMERCIAL BID** Part-II: **PRICE BID**
5. Bidders to submit all documents concerning Techno-commercial offer along with the un-priced price bid and un-priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "**Part-I Bid - Techno-Commercial Offer**".
6. Bidders to submit their Price Bid and Priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "**Part-II Bid - Price Bid**".
7. Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
8. After finalization of Techno-commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in the Techno-commercial evaluation shall be considered for Price Bid Opening/RA.
9. All the original tender papers should be duly signed and stamped on each page by the tenderer in token of the acceptance of all terms and conditions enumerated in the Techno-Commercial Specifications.
10. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the **Cost of withdrawal of Deviations as per Annexure-II**" along with reasons for taking such deviations. ***Bidder to note all the points mentioned in "Notes" of Annexure-II.***
11. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all terms and conditions mentioned in the documents, unless specifically mentioned in the bid as a deviation.
12. On day of Part I bid opening, bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
13. Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening. Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
14. Tenders and all correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:



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Ms HASEEN AHMED (MANAGER/PGI-2)
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, Plot No- 25
Sector-16A
NOIDA - 201301
Email ID: haseenahmed@bhelpem.co.in

Sh DEVENDRA SINGH/SR. ENGR./PGI-2
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, Plot No- 25
Sector-16A
NOIDA - 201301
Email ID: devendra@bhelpem.co.in

15. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
16. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
17. All corrigenda, addenda, amendments, time extensions, clarifications etc, to the tender will be hosted on website only. Bidders are requested to visit constantly our websites to keep themselves updated.



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ENQUIRY TERMS AND CONDITIONS

1. **Pre-Qualifying Requirement:** All the bidders are requested to furnish the details as per "TECHNICAL PRE-QUALIFYING REQUIREMENTS" (enclosed with the enquiry document). Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements.
2. Following Commercial terms & conditions are part of enquiry:
 - a) **Payment Terms:** - Eighty-Five percent (85%) payment + 100% taxes & duties on pro-rata basis for the work completed, as per approved billing schedule with vendor, shall be released by PEM on submission of protocols, duly signed by BHEL Site/ Owner. Balance (15%) shall be released by PEM on successful commissioning of the complete system & handing over system/ package to the Customer.
 - Payment will be released within Fifteen (15) days after receipt of complete documents
 - Deductions of Tax at source at the prevailing rates shall be effected by BHEL before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by BHEL as per statutory provisions.

Note: Vendor shall prepare BBU in such a way that tentative no. of days shall be indicated against activity/ group of activity mentioned in Annexure -V (Brief Scope of Work). Accordingly, for each vendor bill, amount payable for point no. 2 (a) shall be considered as per the approved BBU with vendor or considering no. of mandays spent for the corresponding activity against site engineer certification, whichever is less. However, final settlement of payment shall be made considering total no. of mandays spent for total scope of work.
 - b) **Delivery period:** Data concentrator is to be commissioned within Eight (08) months from the date of WO. This is subject to the following:
 - i) For preliminary visit (for sl no. 1 of brief scope, annexure-V), Service engineer shall be deputed within 15 days of clearance by BHEL. clearance for preliminary visit shall be given by BHEL within 15 days of WO.
 - ii) Additional material requirement (if any, identified during the above site visit) shall be arranged by BHEL within 3 months from the receipt of requirement certified by BHEL site/Engg.
 - iii) For subsequent visit/work, Service engineer shall be deputed/work shall be started as per the tentative schedule which shall be finalized during preliminary visit by vendor with BHEL site / customer. However vendor shall tie up with BHEL site before taking the visit to site. For subsequent visit BHEL site shall give clearance for deputation at least 15 days in advance. Any delay in deputation/start of work from finalized schedule/ site clearance, as the case may be, shall be to vendor's account.
 - iv) Shut down/front availability shall be ensured by BHEL.
 - c) Validity of offer shall be 06 months from date of Part-I opening.
 - d) **Liquidated Damages** - BHEL reserves the right to recover from the Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes & duties if the Contractor fails to deliver any part of the services within the period stipulated in the Order/ Contract. If contractor fails to depute his service engineer for visit within 15 days of clearance by BHEL, the delay for same shall also be considered for LD purpose. Separate LD shall be applicable for delay in deputation and performance. However, total limit of LD is 10% of total contract price excluding taxes & duties.
 - e) **Termination of Contract:** If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall



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have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication

- f) Prices shall be firm till completion of contract. Further, number of visit and mandays if increases/decreases, based on site requirement the prices for per visit /per manday shall remain firm. However, overall deviation limited to (+) 30% of the contract value (irrespective of any variation of individual quantities) shall be applicable.
- g) Documents are required for Payment: Following documents are required for Payment
- Original Invoice
 - Certification of Completion of BBU activity duly certified by BHEL site Engineer.
 - Copy of service tax registration certificate & Copy of Challan for service tax payment.

- 3) Evaluation will be done on overall L1 (Total cost to BHEL i.e, F.O.R. Price) basis. Loading Criteria shall be as per Annexure -IV.

- 4) **EARNEST MONEY DEPOSIT:** EMD is not applicable for following type of bidders:

- a) Joint Venture or Subsidiary companies of BHEL
- b) Central/ State PSUs/ Government deptts/ Autonomous/ Educational/ Research institutions
- c) Consultancy services; Banking, Insurance and other Professional services

For other types of bidders, an EMD of Rs. 21,160/- (Rupees Twenty One Thousand One hundred & Sixty only) should accompany the techno-commercial bid as modes of deposit explained below. Earnest Money shall, inter-alia, be forfeited in case of the following:-

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

Mode of deposit for EMD shall be as below:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case of unsuccessful tenders, the EMD shall be returned within Fifteen (15) days to the vendor after the award of contract. No interest shall be payable by BHEL on EMD amount.

- 5) **SECURITY DEPOSIT:** Security Deposit is not applicable for following types of bidders;

- a) Joint Venture or Subsidiary companies of BHEL
- b) Central/ State PSUs/ Government deptts
- c) Autonomous/ Educational/ Research institutions

For other types of bidders, total amount of Security deposit shall be @5% of awarded cost after award of work. EMD of successful tenderer shall be converted and adjusted towards SD. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)



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- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- 6) **Collection of Security:** At least 50% of the required Security Deposit, including the EMD, required to be deposited by vendor before submission of any running bill. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) may be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- 7) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. **The Security Deposit shall not carry any interest.**
- 8) All the enclosed Tender Documents shall automatically become a part of the order/Contract after its finalisation.
- 9) Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/items with different bidders and also increase or decrease the quantity.
- 10) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"



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Detailed guidelines of reverse auction 2016 are available in "information section" of [www. bhelpem.com](http://www.bhelpem.com), same are applicable for subject tender.

Bidders are requested to refer "Annexure-III to Terms & Conditions of Reverse Auction" enclosed along with this tender enquiry.

11) Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT:

- Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
- Technical Deviations and commercial deviations (if, any) as per format enclosed at Annexure-II.
- TECHNICAL Pre-Qualifying Requirement (PQR).
- Along with your offers, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
- Separate sealed price-bid envelope mentioning Enquiry No. & Name of the project/package in BOLD LETTERS on the top of envelope.

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in sealed price bid.

12) TERMINATION OF CONTRACT

If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication.

13) PRICE DISCREPANCY CLAUSE:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

(a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.



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(e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

14) STATUTORY VARIATION:

If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the BHEL.

Notwithstanding the above, where the actual completion of the services occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; BHEL shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule.

Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

15) DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

15.1 - If Contractor fails to deliver services or any instalment thereof within the period(s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of Contractor's default or breach of Order/ Contract, BHEL shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Contractor and if the BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the BHEL, which shall be final, readily procurable, at the risk and cost of the Contractor and the Contractor shall be liable to the BHEL for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.

Except for Clause 15.2, vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.

15.2 - Recovery on account of services made by BHEL at the risk and cost of Contractor shall be worked out as follows:



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a. Excess of new service cost over old service cost, where the total value of new WO is more than total value of old WO.

And

b. Additional 30% overheads as departmental charges on the ex-works value of new WO".

16) TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

(a) Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of BHEL. In the event of Contractor sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, BHEL shall be entitled to cancel the Order/ Contract and to get the services from elsewhere at risk and costs of Contractor and the Contractor shall be liable for any loss or damage which BHEL may sustain in consequence of or arising out of such risk purchase.

(b) If Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the BHEL is satisfied that legal representative of individual contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, BHEL shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of seller/ contractor and/ or to surviving partners of contractor's firm on account of cancellation of the order/ contract.

(c) Decision of BHEL that legal representatives of deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.

(d) Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

17) DELIVERY / COMPLETION SCHEDULE

Supply of services shall not be considered complete until they have been accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.

18) FORCE MAJEURE

(a) - Notwithstanding anything contained in Clause 17, if at any time during the continuance of the Order/ Contract, the performance in whole or in part by either party of any obligations under the Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

(b)- In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.



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(c) - Notwithstanding the above provisions, BHEL shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.

19) ARBITRATION:

(a) - In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Contractor in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

(b) - In case of Order/ Contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the extant guidelines of Govt. of India shall be followed.

(c) - The cost of arbitration shall be borne equally by the parties.

20) JURISDICTION OF COURT

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

Thanking You.

Yours faithfully,

For and on behalf of BHEL


Devendra Singh

(Sr.Engineer/PG I-2/BHEL-PEM)

Enclosures :

1. Annexure-I to BOQ-cum-price schedule (**Prices should be quoted strictly in this format only**).
2. Annexure-II to cost of withdrawal of Deviations.
3. Annexure-III to Terms & Conditions of Reverse Auction.
4. Annexure IV to Loading Criteria
5. Annexure V – Brief Scope of Work
6. Technical Specification.
7. TECHNICAL Pre-Qualifying Requirement (PQR).

ANNEXURE-I
IOCL PARADIP REFINERY CPP
BOQ CUM PRICE SCHEDULE FOR DATA CONCENTRATOR SYSTEM-COMMISSIONING
TENDER ENQUIRY REFERENCE:- PE/PG/IOC/E-5532/2016 dated 11.04.2017

SR. No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (PER MANDAYS) (Rs.)	TOTAL PRICE (TOTAL MANDAYS) (Rs.)	SERVICE TAX @ 14%+0.5% KRISHI KALYAN CESS +0.5% SWACH BHARAT CESS % (Rs.)	TOTAL F.O.R PRICE (Rs.)	REMARKS
1.0	DATA-CONCENTRATOR COMMISSIONING FOR LV SWITCHGEAR							
A	CHARGES PER VISIT OF ONE(1) ENGINEER	VISIT	4					REFER NOTES
B	MANDAYS CHARGES	MANDAYS	140					REFER NOTES
	TOTAL							

NOTES

- FOR DATA-CONCENTRATOR COMMISSIONING, 4(FOUR) VISIT AND 140(ONE HUNDRED & FORTY) MANDAYS TO BE CONSIDERED. THE PRICES SHALL BE INCLUSIVE OF CHARGES OF TRAVELLING (TO & FRO), TAXES & DUTIES, BOARDING, LODGING, VISA, MEDICAL, INSURANCE ETC. LOCAL CONVEYANCE AT SITE SHALL BE PROVIDED BY BHEL.
- TO START WITH, VENDOR IS ADVISED TO DO A PRELIMINARY VISIT TO PARADIP SITE FOR DISCUSSING THE QUANTUM OF WORK INVOLVED & MODALITIES FOR CARRYING OUT DATA CONCENTRATOR COMMISSIONING WITH BHEL SITE AS WELL AS CUSTOMER. FURTHER, OTHER TECHNICAL ISSUES AND ADDITIONAL MATERIAL REQUIREMENT (IF ANY) MAY ALSO BE FINALISED DURING THE VISIT. THIS PRELIMINARY VISIT IS INCLUDED IN 04 NOS. OF VISITS MENTIONED IN BOQ.
- AMOUNT PAYABLE PER VISIT = VISIT CHARGES AS PER SL. NO. 1.A ABOVE (+) UNIT PRICE FOR MANDAYS CHARGES AS PER SL. NO. 1.B ABOVE (x) NO. OF MANDAYS AT SITE (TO BE CERTIFIED BY BHEL SITE). PAYMENT SHALL BE MADE ON ACTUAL DAYS CONSUMED FOR EXECUTION OF WORK I.E. REPORTED AT SITE AND DEPARTURE FROM SITE (TO BE CERTIFIED BY BHEL SITE) . NO PAYMENT SHALL BE MADE FOR NON-WORKING DAYS .
- NUMBER OF VISIT AND MANDAYS IF INCREASES/DECREASES, BASED ON SITE REQUIREMENT THE PRICES FOR PER VISIT /PER MANDAY SHALL REMAIN FIRM. HOWEVER, OVERALL DEVIATION LIMITED TO (+) 30% OF THE CONTRACT VALUE (IRRESPECTIVE OF ANY VARIATION OF INDIVIDUAL QUANTITIES) SHALL BE APPLICABLE.
- TOOLS AND TACKLES FOR DATA-CONCENTRATOR COMMISSIONING SHALL BE IN BIDDER'S SCOPE.
- FOLLOWING REFERENCE DOCUMENTS ARE ENCLOSED
 - BRIEF SCOPE OF WORK FOR DATA-CONCENTRATOR COMMISSIONING
 - SYSTEM ARCHITECTURE
 - INPUT/OUTPUT LIST FOR SCADA
 - IP ADDRESSING FOR NUMERICAL RELAYS



ANNEXURE - II

SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION

PROJECT:- IOCL PARADIP REFINERY CPP

PACKAGE:- DATA CONCENTRATOR SYSTEM-COMMISSIONING

ENQUIRY NO. : PE/PG/IOC/E-5532/2016 DT: 11.04.2017

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE

NOTES:

1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
6. Bidder shall furnish price copy of above format along with price bid.
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
9. For deviations w.r.t. Liquidated damages, if a bidder chooses not to give any cost of withdrawal of deviation, loading as per Annexure-IV of NIT will apply. For any other deviation mentioned in unpriced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
10. Any deviation mentioned in priced copy of this format, but not mentioned in the unpriced copy, shall not be accepted.
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.



10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.





Ref. Enquiry No.: PE/PG/IOC/E-5532/2016, Dt. 11.04.2017

ANNEXURE-IV: LOADING CRITERIA

No deviations in NIT terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, BHEL may accept deviations with Loading as given below:

A) SECURITY DEPOSIT

Non submission of Bank Deposit – No deviation is permitted.

B) LIQUIDATED DAMAGES

If maximum limit asked for is 10% or 5% of Balanced work – 10% value of the total quoted price including taxes, duties & freight.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .

Devendra Singh
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Power Project Engineering Institute,
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ANNEXURE-V
BRIEF SCOPE OF WORK FOR LT DATA-CONCENTRATOR COMMISSIONING
RELAY & ETHERNET SWITCHES ARE ON IEC-61850 COMPLIANT

S.No	Description	Remarks
1	Preliminary visit to Paradip site for discussing the quantum of work involved & modalities for carrying out data concentrator commissioning with BHEL site as well as customer. Further, other technical issues and additional material requirement (if any) shall also be finalised during the visit.	
2	Hardwiring from relay to ethernet switches through CAT5e/CAT6e cable.	
3	Ethernet cable laying from relay to Ethernet switches and termination through RJ45 connector	Ethernet Switches are GE make (ML3000/MKL2400/ML1200) on IEC-61850 protocol
4	FO cable laying and termination from switch board to another switchboard to make ring for communication of all Ethernet switches with D-400.	
5	Configuration of Relays	Total 230 relays on IEC-61850 protocol [170 Nos.-GE make F650 and 60 Nos.-ABB make Relay]
6	Configuration of Logic files for Incomers, outgoing feeders, B/c etc. and relay setting(if Required in relay)	12 Types of Logic are applicable for whole plant. Relay setting and Logic will be provided by BHEL
7	Placement of LIU and termination of OFC Cable through splicing and connect the LIU with Ethernet switch to form communication ring.	
8	Configuration and powering up of Ethernet switches.	110V DC Supply in each switchboard is available. BOQ of Cables (if any) for powering up the ethernet switches to be intimated by vendor as shortage items as per sl. no. 1 above.
9	Interconnection of each LIU with associated ethernet switch as per architecture through SC-ST or ST-ST patchcords.	Architecture drg. is attached for reference.
10	D-400 commissioning and preparation of excel sheet having all I/O as per customer requirement and assigned during relay configuration and then accordingly prepare SCADA/HMI screen.	Typical breaker Scheme wise I/O List is attached.
11	To configure the Gateway/Data-concentrator to send the data to SCADA in IEC60870-5-101/103 or IEC60870-5-104 protocol	
12	To Establish communication between relay, Ethernet switches and SCADA and to fetch the data at CCR HMI from Data-Concentrator	
13	To configure events and alarms as per the requirement.	
14	Mounting of loose ethernet switches in LT panels (if required).	
15	Any Miscellaneous work not identified above.	To be identified during preliminary visit.

Note

- 1 Out of 230 relays, 218 relays are located in Main CCR Bldg (80x40m Area) and rest 12 relays are located at average distance of 400m from Main CCR Bldg.
- 2 Total approx. 35 Ethernet Switches are distributed in LT boards.
- 3 During site visit by vendor, complete survey of FO and Cat-5e/6e cable route, Preparation of BOQ for Shortage items to be critically done as these will affect DC commissioning.
- 4 Any tools & tackles and secondary injection kit(if required) for Relay, Ethernet Switches and Data-concentrator commissioning to be arranged by vendor.



BHEL PEM-ELECTRICAL**PRE-QUALIFYING REQUIREMENTS FOR DATA CONCENTRATOR COMMISSIONING**

ITEMS: COMMISSIONING OF GE MAKE-D400 DATA-CONCENTRATOR AND ASSOCIATED NUMERICAL RELAY, ETHERNET SWITCHES ETC.

SCOPE:

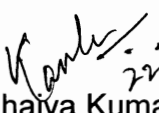
AS PER BRIEF SCOPE OF WORK FOR DATA-CONCENTRATOR COMMISSIONING ENCLOSED WITH NIT

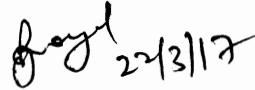
1. Vendor should be original equipment manufacturer of GE make data-concentrator

OR
2. Vendor should be authorised vendor of M/s GE for carrying out GE make data-concentrator commissioning. Vendor to furnish authorisation letter/agreement from M/s GE

OR
3. Vendor should have carried out GE make data-concentrator commissioning under supervision of M/s GE/ authorised representative of M/s GE.

Vendor(s) should submit relevant documents in support of above mentioned Criteria.


22/03/2017
Kanhaiya Kumar
[Dy Mgr.-Elect]


22/3/17
Rajnish Goyal
[AGM-Elect]


22.3.17
Meena Kesri
[GM-Elect]