



Ref. Enquiry No.: PE/PG/IOC/E-5851/2017, Dt. 12.02.2018

DUE DATE
27 Feb 2018
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 duplicate (2 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 / HASEEN AHMED, MANAGER/PG-I

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.singh@bhel.in, haseenahmed@bhel.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:-

- Bidder to note that this is a conditional and the price bid (Part-II) opening/ RA participation shall be subjected to Techno-commercial recommendation by BHEL PEM.**
- Please note that Part scope offered for Project shall disqualify the bidder's offer.**

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INSTRUCTIONS REGARDING SUBMISSION OF OFFER:

1. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:-

- a) 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.
- b) 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.
- c) Bidder's representative shall deposit the offer in tender box only.
- d) Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- e) 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.
- f) 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.
- g) Please ensure tender submission, minimum 1 hour before scheduled tender opening time. **Late tenders shall not be accepted.**

2. Enquiry No., due date etc. must be legibly super scribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders".

3. Offers should be submitted in two parts in Two separate sealed covers as follows:

- a) Part-I Bid :- Documents and Credential as per Technical PQR and Techno-Commercial offer
- b) Part II Bid :- Price Bid

4. Following terms and conditions will be made part of NIT:-

- a) Bidders to submit all documents concerning PQR (Technical), 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 – Technical PQR and Techno-Commercial Offer**".
- b) 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**".
- c) Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- d) **Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.**

Credentials of the bidders meeting the prequalifying requirements shall be taken up with customer for approval.

- e) 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.

5. **ANNEXURE-II:** Bidders to note that Deviation sheet (Cost of Withdrawal, as per Annexure-II) is to be necessarily submitted along with offer. In case, no deviation is taken, Bidder to quote "NIL" in the Deviation Sheet (Cost of Withdrawal) and submit the same along with offer. For multiple deviations, all deviations are to be mentioned in "Deviation Sheet" and "cost of withdrawal" should be mentioned separately against each deviation. ***Bidder to note all the points mentioned in "Notes" of Annexure-II.***

6. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately as per **Annexure II of GCC Rev 06.**

7. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.


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8. Unsolicited fresh/revised Price Bids shall not be entertained.
9. Non- registered bidder to submit the credentials as per end customer format (Annexure V) required for registration in BHEL-PEM.
“Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com à vendor section à Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted.”
10. All correspondence, thereof, shall be addressed to the undersigned by name & designation and sent at the following address:
- | | |
|---|--|
| Mr. Devendra Singh/ Sr. Engr./PG-1
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
Kind Attn: Devendra Singh / PG-1
E-MAIL: devendra.singh@bhel.in
Ph. No. 0120-4368877
Mob: 7503632335 | Mr. Haseen Ahmed/ Manager /PG-1
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
Kind Attn: Haseen Ahmed / PG-1
E-MAIL: haseenahmed@bhel.in
Ph. No. 0120-4368729
Mob: 9871116747 |
|---|--|
11. 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
12. The offers of the bidders who are on the banned list and 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.
13. **All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.bhelpem.com) only. Bidders should regularly visit 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:** - Payment for services rendered, as per approved billing schedule with vendor, along with taxes & duties (as applicable) shall be paid by PEM on submission of protocols, duly signed by BHEL Site/ Owner. 15% of basic price of services rendered will be retained as security deposit and shall be released by PEM on successful commissioning of the complete system & handing over system/ package to the Customer. No payment shall be made for non-working days including holidays.
 - 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 subject to maximum no. of mandays defined in BBU.

- 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 plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent plus applicable GST of the total contract price 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 award of work or clearance by BHEL, whichever is later, 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%.
 - e) 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.
 - f) 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.
- 3) Evaluation will be done on overall L1 (Total cost to BHEL excluding GST) basis. Loading Criteria shall be as per Annexure –IV.


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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. 35,249/- (Rupees Thirty Five Thousand Two hundred & Forty Nine 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)
- 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.

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- 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"

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

- 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.


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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 services, 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 BHEL, the bid is liable to be ignored.
- (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:

Statutory variation for CGST/SGST/ UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).

For variation after the agreed completion periods, the seller/ contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/ UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input

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,


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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:

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 services 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.

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(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.

(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) CONFIDENTIALITY

Bidder shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

20) LAWS GOVERNING THE CONTRACT

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi/ New Delhi.

21) 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.

22) 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. ENGR/PG1-2

Devendra Singh
(Sr.Engineer/PG I/BHEL-PEM)

Enclosures :

1. Annexure-I - BOQ-cum-price schedule (**Prices should be quoted strictly in this format only**).
2. Annexure-II - Cost of withdrawal of Deviations.
3. Annexure-III - GST related Terms & Conditions.
4. Annexure IV - Loading Criteria
5. Annexure V – Brief Scope of Work
6. Technical Specification documents (SYSTEM ARCHITECTURE, INPUT-PUTPUT LISTS and IP ADDRESSING FOR NUMERICAL RELAYS)
7. TECHNICAL Pre-Qualifying Requirement (PQR).



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ANNEXURE-III: GST RELATED TERMS & CONDITIONS

1. CGST/SGST/UTGST/IGST

- a) Bidder is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.
- b) It is the responsibility of the Bidder to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Bidder to indicate the proper GSTN Registration/ HSN code in their tax invoice.
- c) The BHEL is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC**
- d) Bidder is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC.
- e) CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

2. OTHER TAXES & LEVIES - All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex Works prices unless specified otherwise by the Bidder in the price bid. No variation in other taxes and duties shall be payable by BHEL.

3. DIRECT TAXES

- a) BHEL shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/Contract, as well as tax liability of the Bidder and his personnel.
- b) Deductions of Tax at source at the prevailing rates shall be effected by the BHEL before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the BHEL as per statutory provisions

4. Bidder is required to prepare GST complaint invoice & to upload the same on Web Portal immediately after raising the invoice.

5. All payments against Tax Invoice to Bidder shall be released only after:

- a) Bidder declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.
- b) The tax component charged by the Bidder in the invoice should be matched with the details uploaded by Bidder in GSTR-1.
- c) Confirmation of payment of GST thereon by Bidder on GSTN portal

8. In case, any GST credit is delayed/denied to BHEL due to delayed receipt of tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the Bidder along with interest levied/leviable on BHEL.

9. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the Bidder.

10. In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN/SAC code and quotes rates, correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)

11. The Bidder should have been registered with the appropriate authority under relevant GST laws.

12. The Bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer

13. No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. Ordering will be done without considering the tax.

14. In the event of any change in the status of Bidder from composite to regular after the submission of the bid but before the supply of services, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the Bidder has to raise the invoice strictly, as per the law, by adjusting their ex-works price.

DEVENDRA SINGH .
SR. ENGR/PG1-2



Ref. Enquiry No.: PE/PG/IOC/E-5851/2017, Dt. 12.02.2018

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 Balance work – 10% value of the total quoted price including GST.

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 .
SR. ENGR/PG1-2