

**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
SUBCONTRACTS MANAGEMENT  
SECTOR-62, NOIDA-201309**



**TENDER DOCUMENTS**

**FOR**

**“WORK OF WIRING MODIFICATION OF 765KV CIRCUIT BREAKERS INCLUDING REQUIRED MATERIAL AND NECESSARY TOOLS AND TACKLES AT 765/400KV SUBSTATION AT MEDINIPUR IN WEST BENGAL.”.**

**CUSTOMER**

**M/S POWERGRID MEDINIPUR-JEERAT TRANSMISSION LIMITED  
(M/S PMJTL)**

**TENDER SPEC. NO.: TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21**

**DATE: 16.11.2020**

**TRANSMISSION BUSINESS GROUP**  
**SUBCONTRACTS MANAGEMENT**  
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# BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR- 62, NOIDA-201309

e-mail:-tbsm@bhel.in

## NOTICE INVITING TENDER (SINGLE TENDER ENQUIRY TO M/s SIEMENS)

REF.: TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21      DATE: 16.11.2020

SUB: TENDER FOR "WORK OF WIRING MODIFICATION OF 765KV CIRCUIT BREAKERS INCLUDING REQUIRED MATERIAL AND NECESSARY TOOLS AND TACKLES AT 765/400KV SUBSTATION AT MEDINIPUR IN WEST BENGAL".

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Work of wiring modification of 765kV circuit breakers including required material and necessary tools and tackles at 765/400kV substation at Medinipur in West Bengal	30 days from date of issue of LOI	NIL	23.11.2020 14.30 hrs OR Date of Receipt of BID from M/s Siemens  (Whichever Earlier)	23.11.2020 15.30 hrs. OR Date of Receipt of BID from M/s Siemens  (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties

2. This is the single tender enquiry for the subject work which has to be executed by the original equipment Manufacturer & supplier of 765 kV Circuit Breaker (i.e M/s Siemens) for BHEL at 765/400kV substation at Medinipur in West Bengal.

3. Bidder has to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://bhel.abcprocure.com>.

**Procedure for Submission of Tenders through e tendering**: The tender is also floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder may also respond by submitting their offer online in our e-Procurement platform at <https://bhel.abcprocure.com>.

Offers are invited in two-parts only.

### **Documents Comprising the e-Tender**

The tender shall be submitted online EXCEPT EMD (which shall be submitted in physical form as described in NIT cl. No.1 above as mentioned below:

#### **a. Technical Bid (Un priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest money Deposit (EMD) furnished in accordance with NIT Clause 1.0
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

- c. Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
- d. Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**4. Bidders may also submit their bids through unique common e mail ID.**

**Procedure to submit the bid through E mail ID are as below:-**

A) The bidder may also allowed to submit their bid /offers to the common e-mail addresses as below **(Without copy to any other e mails).** Following procedure may be followed by bidders in this regard.

**A.1 Bidders have to submit their bid into two parts: - Technical Bid and Price bid in two separate folders.** The folders names shall be clearly specified as technical bid & Price bid in e-mail folder.

**A.2** Folders of Technical Bid and Price Bids are to be submitted separately at two different e-mail ids as per procedure mentioned below:

**A.2.1 Submission of Technical Bid**

- i) Folder containing Technical Bid shall be submitted to Common E Mail Address : [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in).
- ii) The subject of the e-mail for offer submission shall be clearly specified as "Technical Bid for ***Tender for "wiring modification of 765kV circuit breakers at 765/400kV substation at Medinipur in West Bengal. Enquiry No: - TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21"***
- iii) All the works credentials relevant for meeting PQR shall be submitted in Technical bid folder.
- iv) The technical bid shall be in Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.

- v) If the capacity of the folder shall be more than 10 MB, the technical bid folder shall be split into like the folders “Technical **Bid- Part-1, Part-2, part -3, part4** ..... and shall be submitted through subsequent e mails mentioning Mail – **part-1 of total nos of mail , Mail-Part-2 of total nos of e mails** .....
- vi) Offers sent to any other e-mail IDs shall not considered for evaluation purpose.
- vii) Please note that Price Bid Folder is not to be submitted at E Mail id [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in). Price bid is to be submitted at separately as per details given below.

#### **A.2.2 Submission of Price Bid:-**

- i) Folder containing **Price Bid** shall be submitted to Common E Mail Address:  
A) [tbsmtender.pricebidbox@bhel.in](mailto:tbsmtender.pricebidbox@bhel.in).
- viii) The subject of the e-mail for offer submission shall be clearly specified as “**PRICE BID for Tender for “wiring modification of 765kV circuit breakers at 765/400kV substation at Medinipur in West Bengal. Enquiry No: - TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21”.**  
**Same shall be submitted simultaneously along with the Technical bid.**
- ii) The price bid shall be in **Pdf or in Zip forms and the capacity of the folder should not be more than 10 MB.**
- iii) Price bid sent to any other e-mail IDs shall not considered for evaluation purpose.

#### **A.2.3 Summary:-**

**Thus from above, bidders may clearly note that for submission of complete offer, bidders have to use below mentioned emails:-**

- a. **Mail For Technical Bid on :-** [tbsmtenderbox@bhel.in](mailto:tbsmtenderbox@bhel.in)”
- b. **Mail for Price Bid on:-** [tbsmtender.pricebidbox@bhel.in](mailto:tbsmtender.pricebidbox@bhel.in)

A.2.4 Apart from above e mails, Bidders are requested to “**intimate the submission of their bid without attaching any tender documents**” to the e- mail “[tbsm@bhel.in](mailto:tbsm@bhel.in)” . Bidders may also inform over phone to the concerned executive on the “date of opening of the tender” in this regard.

A.2.5 In case, “the bid of any bidder was left to open / process” due to non-availability of the intimations as mentioned in point no. – A.2.4 above, BHEL shall not be responsible and their bid shall not be considered for further processing.

**BHEL’s decision for all the points mentioned in “A” under head “Procedure to submit the bid through E mail ID shall be final in case of any disputes and is binding to the bidders.**

- 5. Offer should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
- 6. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- 7. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.

8. **Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in “conditions of contract”.**
9. The Bidder is advised to visit Site to have better understanding of job.
  - 1.0 Integrity commitment, performance of the contract and punitive action thereof:
    - 1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
    - 1.2. Commitment by Bidder/ Supplier/ Contractor:
      - 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
      - 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
      - 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
10. BHEL Fraud Prevention Policy, "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."
11. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with in case any deviations taken. Bidders representative may be present during technical bid opening for technical discussion, if required. The price bid will be opened subsequently, after Technical Bid of the bidder has been evaluated and freed. Bidder should quote their most competitive rates as there will not be any price negotiation. However if felt necessary by BHEL, price negotiation will be held. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offer with deviation is likely to be rejected. However if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".
12. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.

13. Any materials (if required) for completion of tender work have to be procured from Customer approved sources only. It will be the bidder's responsibility to get the approval of material and vendor for material.
14. Work schedule and the deployment of manpower and T&P resources committed by the contractor in their offer, to match the scheduled completion, shall be submitted by contractor and mutually agreed with site In-charge immediately after the award of work. Further, the contractor shall mobilise at site immediately after award of work.
15. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technical capability will be discussed and ascertained by the committee.
16. In Price Bid (Annexure-II), the Tenderer shall quote a percentage above/ below/At Par the rates shown in the Bill of Quantities (Annexure-I) of subject tender. The quoted percentage will apply to the individual items uniformly.
17. The evaluation currency for this tender shall be INR.

Thanking you,

Yours faithfully,  
For and on behalf of BHEL,

**(Mukesh Paswan)**  
**AGM /TBSM**

**TO BE FILLED BY TENDERER**

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)  
Signing the tender on behalf of the tenderer

## **PROJECT INFORMATION**

### **1.0 CUSTOMER :**

M/S POWERGRID MEDINIPUR-JEERAT TRANSMISSION LIMITED (M/S PMJTL)

### **2.0 WORK LOCATION AND DETAILS :**

Project details: - Work of wiring modification of 765kV circuit breakers including required material and necessary tools and tackles at 765/400kV substation at Medinipur in West Bengal.

### **3.0 CONTACT PERSON: FOR CONTRACTUAL ISSUES**

MUKESH PASWAN,  
AGM (TBSM)/SUBCONTRACTS MANAGEMENT,  
10TH Floor, Plot no.:- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area,  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309

PHONE: 0120-6748454/09560989092  
E-mail: paswan@bhel.in;

### **4.0 CONTACT PERSON: FOR ENGINEERING ISSUES**

VIVEK KAPIL  
Sr DGM / TBEM  
TRANSMISSION BUSINESS GROUP,  
10TH Floor, Plot no.:- C-20, 1A/1, Joy towers,  
C Block, Phase 2, Industrial Area,  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309

PHONE: 0120-6748539/ 09818080691  
E-mail : vivekk@bhel.in

### **5.0 CONTACT PERSON: FOR CONTRACT EXECUTION ISSUES**

RAJIV KUMAR LAL  
Sr DGM & SECTOR HEAD (TBWS)  
BHEL, TRANSMISSION BUSINESS GROUP  
WESTERN SECTOR HQ, VADODARA  
C-18, BHEL TOWNSHIP GOTRI ROAD,  
GAYATRI NAGAR, VADODARA- 390021

PHONE: 09557494442  
E-mail: rajivlal@bhel.in

## SCOPE AND BILL OF QUANTITY

### 1.1 SCOPE

This technical specification covers the broad scope for the work pertaining to wiring modifications of 765 kV Circuit Breakers supplied by Siemens at 765/400kV Powergrid Substation at Medinipur site. The wiring modification work of Circuit Breakers is required to be conducted at site.

As per Powergrid approved drawing of 765kV CB, auxiliary contacts of all the three phases are wired in series and the final connection is terminated in CB-MB. The series formation is done through prefabricated pole to pole harthing connectors. For CB status feedback to BCU, Distance Relays and Bus Bar Relays, contacts of individual phases is required.

OEM is expected to depute its service engineer alongwith all required tools and tackles to carry out the modification work.

A) The complete scope shall broadly include following activities:

- 1) Submission of modified CB scheme drawings for Powergrid approval.
- 2) Supply of required material for completion of above work at site in all respect.
- 3) Wiring modification work at site for 765kV Circuit Breakers.
- 4) Wiring of all contacts from individual phases and termination till CB-MB.
- 5) Checking of work by engineer (BHEL/ Powergrid)

### 1.2 BILL OF QUANTITIES

S. No	Description of Item	Quantity	UOM
1	Wiring Modification of 765kV Circuit Breakers at Medinipur site including required material and necessary tools and tackles	14	Sets

Note: Deputation of Service engineer alongwith all required tools and tackles alongwith required material is required.

### **CONDITIONS OF CONTRACT**

The following terms and conditions shall form a part of the tender document.

**A. EARNEST MONEY DEPOSIT:- Not applicable for this contract**

**B. SECURITY DEPOSIT:- Not applicable for this contract**

**C. PAYMENT TERMS:**

100% Payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of the tendered job as per the scope of work and completion certificate issued by BHEL's site in charge / Construction Manager ( Original + 2 copies).

**D. INTEREST LIABILITY :**

In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi-judicial authority between BHEL and the Supplier / Contractor.

**E. "Over-run Charges":- Not applicable for this contract.**

**F. Extra works - Extra works that arise on account of contractor's fault will have to be carried out by the contractor free of cost including the supply of consumables etc.**

After eligibility of extra works during execution is established and finally accepted by BHEL Engineer/Designer, same shall be dealt separately.

**G. OVERALL PRICE VARIATION-**

The individual quantity can vary to any extent or may be deleted for which no compensation will be payable to the contractor and the rates will remain firm. Also the rate of each item remains firm as long as the variation in the total value of work executed under the contract including extra items if any remains within plus/minus 30 percent of the contract value.

**H. TAXES & DUTIES**

1. All taxes (except GST) , duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor .Quoted price of the same shall be inclusive of all such requirements.
2. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill if required shall be arranged by the contractor.

3. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located and any other documents as per GST Act which may be required from time to time by BHEL. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
4. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions :-
  - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules
  - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.
5. The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
6. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
7. TDS under Income Tax Act/GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.

8. **New Taxes & duties:**

If any new tax or duty is levied by the Central/State Government/ Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

I. **COMPLETION SCHEDULE:**

Total work in scope as per Technical Specifications is to be completed **within 30 Days** from the date of placement of Order. In case of change in scope, additional time will be allocated with mutual consent in writing.

J. **DELAY AND EXTENSION OF TIME:**

If, in the opinion of the Engineer, the work is delayed

- (i) by reason of abnormally bad weather, or
- (ii) by reason of serious loss or damage by fire, or
- (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
- (v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall

immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

- (vi) In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:
- a. Time extension without levy of LD in case it is found that delay is not attributable to the vendor
  - b. Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.
  - c. In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.

In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.

PVC/ ORC shall be governed by respective clauses in the NIT.

**K. LD / PENALTY FOR DELAY IN EXECUTION:**

In case the contractor fails to complete the job within the time specified in the tender specification or any extension thereof subject to force majeure condition, the contractor shall be liable to pay by way of LD/Penalty a sum equal to the half percent of the contract price per day, or part thereof by which the commissioning of the project is delayed, subject to ceiling of 10 % of the contract price along with applicable GST (if any) on LD. Once the maximum limit of delay is reached (i.e. 20 days of delay) BHEL may consider termination of the contract and forfeit the Security deposit without prejudice to the other remedies under the contract.

The amended/ revised contract value shall be considered for calculating LD/ penalty.

**L. VALIDITY OF OFFER**

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

**M. GUARANTEE :**

The services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Contract, Technical Specifications & approved drawings / data sheets, if any, for 12 months from the date of commissioning,

The defective equipment / material / component shall be replaced free of cost at site. Any expenditure for dismantling and re-erection of the replaced equipment / material / component

shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Contract or any other Purchase Order / Contract executed by the supplier /contractor.

**N. FINAL DOCUMENTATION :**

Final documentation / Report regarding completion of the job is to be submitted within 01 months from the date of completion of work. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a certificate of Completion of Final Documentation.

**O. FORCE MAJEURE CONDITION :**

The following shall amount to force majeure conditions:

Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control.

If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor immediately reports to BHEL in writing the causes of delay. The Vendor shall not be eligible for any compensation on this account.

**P. RIGHTS OF BHEL**

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

- i) To get the work done through another agency at the risk and cost of the Vendor, in the event of poor progress, or the vendor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- ii) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion period due to other emergent reasons/BHEL's obligations to its customer.
- iii) To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of

- a) Vendor's continued poor progress.
- b) Withdrawal from or abandonment of the work before completion of the work.
- c) Corrupt or illegal act of the Vendor.
- d) Insolvency of the Vendor.
- e) Persistent disregard of the instructions of BHEL.
- f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- g) Non-fulfilment of any contractual obligations.
- iv) To recover any moneys due from the Vendor, from any moneys due to the vendor under this or any other contract or from the Security Deposit.
- v) To recover additional cost incurred in execution of work along with BHEL overhead (i.e. @ 5% of executed value of such work) in case BHEL has decided to execute the work at risk & cost of the contractor. The work can be executed either directly by BHEL or through another agencies.
- vi) To claim compensation for losses sustained in case of termination of Contract and to levy Liquidated Damage/Penalty for delay in completion of work.
- vii) To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.
- viii) To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.
- ix) To restrict or increase the quantity and nature of work to suit project requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- x) While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The vendor will not be entitled to any compensation/extra payment on this account. No idle charges will be payable by BHEL in any case.
- xi) In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Vendor.

**Q. CONSEQUENCES OF CANCELLATION:**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

**R. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

**S. ARBITRATION:-**

Except as provide elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi.

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

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over nay matter arising out of or in connection with this Contract.

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

**Annexure-I****Bill Of Quantity and Price Schedule**

Project :- 765/400kV Substation at Medinipur in West Bengal

Name of Work :- Wiring Modification of 765kV Circuit Breakers at Medinipur site including required material and necessary tools and tackles

SR_NO	Description_of_Item	Quantity	UOM	Unit_Rate ( Rs.)	Amount ( Rs.)
1	Wiring Modification of 765kV Circuit Breakers at Medinipur site including required material and necessary tools and tackles at 765/400kV Substation at Medinipur in West Bengal	14	Set	25,000.00	3,50,000.00
Total Amount in Rs. ( excluding Taxes)					3,50,000.00

**PRICE BID Format**

**Project / works Name :-Wiring Modification of 765kV Circuit Breakers including required material and necessary tools and tackles at 765/400kV Substation at Medinipur in West Bengal.**

**Tender Spec no.:- TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21 Date 16.11.2020**

<b>Sl No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1	Total amount as per the rates in BOQ for "Wiring Modification of 765kV Circuit Breakers including required material and necessary tools and tackles at 765/400kV Substation at Medinipur in West Bengal." in Rs. ( Excluding Taxes)	3,50,000.00
2	Value of percentage above/below/at par applicable to the total amount of subject work (Sl. no. 1 above)	..... % ( Numeric)  above/below/ at par ( to be filled by Bidder)
3	<b>Total amount after consideration of percentage above/below/ at par.</b>	..... ( to be filled by Bidder)

1. In this annexure the tenderer shall quote a percentage above/ below/At Par the rates shown in the Bill of Quantities Cum Price Schedule (Annexure-I) of subject tender.

2. The quoted percentage will apply to the individual items uniformly.

**FORMAT OF NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

REF: .....

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10TH FLOOR, PLOT NO.:- C-20, 1A/1, JOY TOWERS,  
C BLOCK, PHASE 2, INDUSTRIAL AREA  
SECTOR-62, NOIDA,  
DISTT. GAUTAMBUDH NAGAR, UP-201309**

**SUB.: Tender for "Work of wiring modification of 765kV circuit breakers including required material and necessary tools and tackles at 765/400kV substation at Medinipur in West Bengal".**

**TENDER NO.:- TBSM/MEDINIPUR/765KV CB- WIRE MODIFICATION/ TENDER /20-21 Date: 16.11.2020**

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

## DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A,  
C BLOCK, PHASE 2, INDUSTRIAL AREA,  
SECTOR-62, NOIDA - 201301 (U.P.)**

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No..... ,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

**Tick(√) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

