

**BIHAR GRID COMPANY LIMITED**  
(A JV of BSP(H)CL & POWERGRID)  
Alankar Place, 2<sup>nd</sup> Floor, Boring Road, Patna-800001.  
CIN: U40100BR2013PLC019722



**NOTICE INVITING TENDER**

**Ref. No.:** JV/PT/BG/C&M/26-27/NIT-O.F.L./

**Date:** 16.09.2026

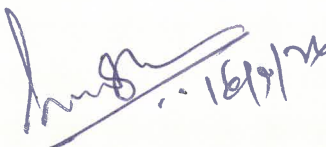
**(Single Stage Two Envelope Bidding Procedure) (Domestic Competitive Bidding; Funding: Domestic)**

**BIHAR GRID COMPANY LTD. invites sealed bids for the following work from eligible bidders:**

| Sl. No.                                                                                                                      | Name of Packages                                                                                                                                                | Estimated Cost (in Rs.)/<br>Completion period/<br>Tender Document Cost/<br>EMD (In Rs.) | Last date for bid submission<br>Date & Time of Bid opening              |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 01                                                                                                                           | Supply & Demonstration of 02 nos. Offline Fault Locator with signature analyzer for Naubatpur & Dumraon Transmission Line offices of BGCL on Open Tender Basis. | Rs. 73,00,000/-<br>(06) Six Months<br>Rs. 2500/-<br>Rs. 1,46,000/-                      | Up to 15:00 Hrs.<br>on 23.10.2026<br><br>At 15:30 Hrs.<br>on 23.10.2026 |
| Sale period of Tender Document commence from 17.09.2026 to 16.10.2026 on all working days.                                   |                                                                                                                                                                 |                                                                                         |                                                                         |
| Purchase of Tender Document: From Patna at office address mentioned above.                                                   |                                                                                                                                                                 |                                                                                         |                                                                         |
| Cost of Tender Documents shall be paid through Demand Draft only in favour of "Bihar Grid Company Limited" Payable at Patna. |                                                                                                                                                                 |                                                                                         |                                                                         |

The detailed Qualifying Requirements (QR) are given in the bidding document of the said package.

For submission of the bid, bidders will be required to purchase bid documents duly authenticated by the executive issuing the documents. Details available on BGCL website [www.bihargrid.co.in](http://www.bihargrid.co.in).  
For detailed NIT and bid documents, please contact DGM (C&M), BGCL at the address given above or on Telephone no.: 0612-25 30477.

  
DGM (C&M) / IT / 

**BIHAR GRID COMPANY LIMITED**  
[A J.V. of Bihar State Power (Holding) Co. Ltd. & POWERGRID]  
Alankar Place(2<sup>nd</sup> Floor) ,Boring Road,Patna-800001  
Telephone: 0612- 2530477

**INVITATION TO BID**

**NIT Ref.:** JV/PT/BG/C&M/26-27/NIT-O.F.L./

**Date:** 16.09.2026

- 1.0** Sealed Bids valid for 6-months in duplicate are invited in accordance with the terms & conditions indicated in the bid documents for the following work: -

| Sl. No. | Brief Description of Work                                                                                                                                       | <u>Estimated Cost (in Rs.)</u><br>Contract Period | <u>EMD (in Rs.)</u><br>Bid Doc. Cost | Doc. Sale Period              | Bid Receipt Time & Date<br>Bid opening Time & date                |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------|-------------------------------|-------------------------------------------------------------------|
| 01      | Supply & Demonstration of 02 nos. Offline Fault Locator with signature analyzer for Naubatpur & Dumraon Transmission Line offices of BGCL on Open Tender Basis. | 73,00,000/-<br><br>06 months from the date of LOA | 1,46,000/-<br><br>2,500/-            | From 17.09.2026 to 16.10.2026 | Up to 15:00 Hrs. on 23.10.2026<br><br>At 15:30 Hrs. on 23.10.2026 |

**Cost of bid documents, in the form of DD only, in favour of BIHAR GRID COMPANY LIMITED, payable at PATNA.**

Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

- 2.0 QUALIFYING REQUIREMENT: Qualifying requirement for Procurement of Offline Fault locator with signature analyzer for Naubatpur & Dumraon Substation of BGCL.**

**QUALIFICATION OF THE BIDDER**

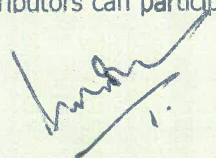
Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules.

Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or a Joint Venture of two or more firms.

The Employer may assess the capacity and capability of the bidder to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

**Technical Experience (as on original date of opening of bid)**

- (i) Original Equipment Manufacturer (OEM) or Authorized Distributors can participate in the subject bidding process.



Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

- (ii) The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant financial year.
- (iii) Bid reserved for Make in India products: Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must submit a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- (iv) The bidder shall have successfully executed at least 2 (Two) projects in last 5 (Five) years ending the date of bid opening which includes Supply & Installation of **Offline Fault locator with signature analyzer**.

Work Orders/Work Completion Certificate/Performance Certificate in regards to the same must be submitted along with the bid. For projects under execution Work order / Installation & commissioning certificate shall be submitted.

- i. One single work/project of a value of not less than **Rs. 58.40 lakh /- [80% of Cost Estimate] excluding Taxes.**

**OR**

- ii. Two works/projects, each of a value of not less than **Rs. 36.50 lakhs /- [50% of Cost Estimate] excluding Taxes.**

**OR**

- iii. Three works/projects, each of a value of not less than **Rs. 29.20 lakhs /- [40% of Cost Estimate] excluding Taxes.**

#### **Financial Requirement**

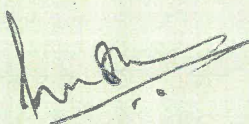
- (i) The Minimum Average Annual Turnover (MAAT) of the bidder for the best three financial years out of the preceding five financial years (i.e. 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26) shall not be less than Rs. 1.29 Cr. (150% of estimated amount) including Taxes.
- (ii) Following documents shall be submitted by the bidder as evidence of above: i) Audited balance sheet and Profit & Loss Account for the best three financial years out of the preceding five financial years (i.e. 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26). In case, the audited balance sheet for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the latest financial year may be submitted.

In case, the bidder is not covered under compulsory tax audit under the IT act for a particular financial year, a copy of acknowledgement of income tax return filed for the corresponding period should also be submitted along with either certificate from Chartered Accountant certifying the turn over or print out of Form 26AS.

#### **NOTE: RELAXATION FOR MSEs/ STARTUPS**

Note 1:- Relaxation for MSEs / STARTUPS

MSEs / STARTUPS, meeting the specified requirements at Para 1.1 above in Technical Experience shall also be considered qualified.



Note 2:- Relaxation for MSEs – MATT criteria for MSEs are waived off.

Start-Ups - Meeting the specified requirements at Para 1.1 above in Technical Experience shall also be considered qualified if they meet Eighty (80) % of the requirement specified at Para 1.2 above in Financial Position.

MSEs / Start-Ups as defined by DIPP, applicable as on the date of bid opening.

**The bidder shall submit documentary evidence in support of the qualification requirement stipulated above.**

- 3.0 Notwithstanding anything stated above, BIHARGRID reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by BIHARGRID. Authenticity of documents submitted by bidders may also be verified by BIHARGRID as deemed fit through its own sources.**

**IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, BIHARGRID RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND BANNING OF BUSINESS/ BLACKLISTING ETC.**

- 4.0 Bidding documents for this package consist of the following:**

- 1) Invitation for Bids (IFB)
- 2) Instructions to Bidders (ITB)
- 3) Tender Form/ Bid Proposal Sheet (BPS)
- 4) Price Bid Form (BOQ)
- 5) General Conditions of Contract (GCC)
- 6) Special Conditions of Contract (SCC)
- 7) Technical Specification (TS)
- 8) Qualifying Requirement (QR)

- 4.1 Bidder should carefully go through the entire bid documents of BGCL and ensure compliance of all terms before sending their offer failing which their offer may be considered as non-responsive and shall run the risk of rejection.**
- 4.2 Please ensure that your offer reaches us well in time either in person or through Registered post on or before due date and time of submission. Late tenders shall not be accepted. BGCL shall not be responsible for postal delay or any other delay whatsoever. Also please note that Telegraphic/FAX bid shall not be accepted. Any bid received by the owner after the time & date fixed or extended for submission of bids prescribed by the owner, will be rejected and / or returned unopened to the bidder.**
- 4.3: Please quote your prices on FOR destination basis, exactly as per the **Bid Proposal Sheet** enclosed herewith as **ANNEXURE-I & Technical Specification**. Your prices should remain FIRM till completion of the contract.**

**5.0 Taxes & Duties:**

GST as applicable on the date of delivery shall be payable on submission of documentary evidence. Present rate of GST is 18 %. BGCL shall, however, deduct TDS as per the rules and issue TDS Certificate to the contractor. **TDS as per income tax act and GST act shall be deducted as applicable and GSTR-2 to be filled at your end.**

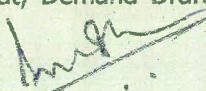
**6.0 BID SCHEDULES ARE AS UNDER:**

**LAST DATE & TIME OF BID RECEIPT : As mentioned in Pt-01 above**  
**DATE & TIME OF BID OPENING : As mentioned in Pt-01 above**

If date of Bid Opening happens to be a closed holiday, the bids shall be received and opened on next working day at the time mentioned above.

- 6.1: Your offer must be kept valid for a period of at least one hundred eighty (180) days from the date of opening of bid.**

- 7.0 EARNEST MONEY DEPOSIT:** You shall furnish along with your quotation/ offer Earnest Money Deposit (EMD) by way of B.G. as per enclosed BGCL format, Demand Draft/ Pay Order/ Banker's



Cheque issued by any public sector Indian bank for an amount as mentioned in Pt-01 above failing which your offer / quotation may be rejected. The EMD should be drawn in favour of BIHAR GRID COMPANY LIMITED payable at Patna only. The B.G. towards EMD should be valid for 250 days from the date OBD (Opening of Bid).

- 7.1 **EXEMPTION FROM TENDER FEE/ EMD/ CPG or SD:** All Micro and small enterprises (MSEs) registered with National Small Scale Industries Corporation Ltd.(NSIC) under its Single Point Registration Scheme or any other Govt. designated authority in respect of domestically funded package only shall be accorded the following benefits:
- (i) Issue of Bidding documents free of cost on production of documentary evidence with regard to registration with NSIC /MSME.
  - (ii) Exemption from submitting Earnest Money Deposit/Bid Guarantee against all the tenders invited by BGCL, for the items they are registered with NSIC/ MSME, to the extent of monetary ceiling specified as per the Enlistment Certificate/Competency Certificate issued by NSIC.

**MSME registered under trader category shall be excluded from Non- Tax benefits i.e. Tender fee, EMD etc. as per MSME guidelines.**

- 8.0 The bidder shall include in his proposal the Quality Assurance Programme (QAP) containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases. The bidder should note that material should be supplied as per the QAP approved by BGCL only against the subject contract. In case the bidder is already having approved valid QAP of BGCL the same should be clearly indicated in the bid indicating the number and validity of SMQP (Standard Manufacturing Quality Plan) and the same should be followed. Prior to despatch, the materials should be offered for inspection by BGCL.

The bidder should strictly adhere to the completion schedule indicated in this letter. Based on completion schedule you have to submit a detailed BARCHART along with your bid enlisting various activities like schedules for submission of drawings/ approval, Submission of detailed QAP/ approval, Procurement of raw materials, commencement/ completion of manufacturing, Inspection/ testing, commencement/ completion of supply, commencement/completion of erection, commencement/ completion of testing and commissioning, final date of handing over etc.

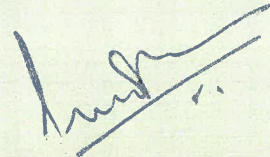
- 9.0 **(i) Preference for procurement of Goods/ Services from Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 (Not applicable for supply-cum-erection package).**

Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry.

Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated by Buyer after evaluation of documents submitted.

**~~Note: The clause no. 9.1 above is not applicable for supply-cum-erection packages.~~**

**(ii) Preference for procurement of Goods /Services from LOCAL VENDORS under the Public Procurement Policy for Make in India Order, 2017.**



The bidder has to be a 'Class-I or Class-II local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Presently, the minimum local content requirement to categorize a supplier as 'Class-I and Class-II local supplier' is 50% and 20% respectively.

**Firms who are not 'Class-I or Class-II local supplier' as mentioned in Package QR Para-2 above shall not be eligible to bid.**

Further, entities of countries which have been identified by the Nodal Ministry/ Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items/services related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

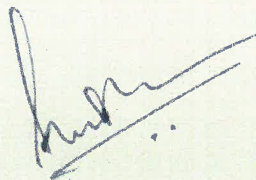
The 'Class-I & Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item/services offered meets the Local Content requirement for 'Class-I & Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I & Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.

**Margin of Purchase Preference The margin of purchase preference shall be 20%.**

Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must submit a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating / to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate.

**"Class-II local supplier" will not get purchase preference in any procurement, undertaken by BGCL.**

- For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier/ MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction



should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised/ reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

**It may be NOTED that purchase preference under relevant order/ notification/ guideline/ policy for MSE and PPP-MII shall be applicable.**

**10.0 Warranty:** The offered materials/ equipment must carry Guarantee/ warranty against defective material & design, poor workmanship & unsatisfactory performance. In the event of an order, this warranty period shall be ***12 months or as per TS whichever is later*** from the date of **Supply & Demonstration of the said Test kit**. The warranty certificate must be sent along with the despatch documents/ bill.

**11.0 INSPECTION:** The material shall be inspected at Manufacturer works and after inspection CIP shall be issued. MICC shall be issued after receipt of material and physical inspection at site. Inspection call shall be raised by the contractor well within time for inspection of material at Manufacturer works. All documents related to inspection shall also be made available during the inspection as per Standard Manufacturing Quality Plan and as per requirement of BGCL.

**12.0 PAYMENT TERMS:**

100% payment with full taxes and duties shall be made after after Supply & Successful Demonstration of the said Test kit at site, its acceptance by BGCL and on submission of:

- i) Evidence of dispatch (R/R or Receipted L/R).
- ii) Contractor's GST invoice/ claim.
- iii) Detailed packing list
- iv) Guarantee/ Warranty certificate.
- v) Submission of CPG and verified by BGCL.
- vi) CIP and MICC
- vii) Factory Test Certificate
- viii) Execution of Agreement
- ix) Insurance Certificate

**13.0 Liquidated Damages:** In the event of acceptance of offer BGCL shall be entitled, in case of delay in delivery for levying liquidated damage @ 0.05 percent per day of delay of contract value subject to a maximum of 10% of total contract value.

In the event of delay in delivery/ installation BGCL may also procure materials from alternative sources entirely at the RISK & COST of the successful contractor after giving 15 days' notice and BGCL shall also reserve its right to terminate the contract at the risk and cost of the contractor and get the work done through some other agency. All loss/damage suffered and also likely to be suffered by BGCL shall be recovered from the contractor from any money due to him against any contract or through other means as deemed fit by BGCL. Withdrawal of offer during its validity or changes in the offer or non-execution of the order after acceptance will empower BGCL to forfeit the EMD/CPG and to take further action as deemed fit.

**14.0 Bidders must indicate their GSTN No. and upload GSTN Certificate issued by Tax Authority.**

**15.0 Contract Performance Guarantee:** In case a bidder is considered for award, the successful bidder shall have to submit a bank guarantee towards Contract Performance Guarantee. The value of the BG shall be equivalent to 10% of the total order value and shall be kept valid up to 90 days beyond expiry of the warranty period as per SCC/ TS whichever is later.

**15.1** The Bank Guarantee for Bid Guarantee / Performance Security are to be provided by the contractor, which should be issued either by (i) A Public Sector Bank located in India, or; (ii) A scheduled Commercial Indian Private Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the bank should support compliance of capital adequacy ratio requirement) as per list mentioned above at Cl. 15.2 or (iii) A Foreign Bank or subsidiary of a foreign bank, acceptable to the Employer with overall international corporate rating or



rating of long term debt not less than A (-) (A Minus) or equivalent by reputed rating agency. Further, the Bank Guarantee from Foreign Bank should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per list mentioned above only, in favour of Bihar Grid Company Limited payable at Patna.

The Contract Performance Guarantee shall be released by BGCL after completion of 90 days beyond expiry of warranty period. In case of failure to submit security deposit as above, the same shall be deducted from the first or first & final Bill.

#### **15.2 List of Eligible Scheduled Commercial Private Indian Banks**

1. Development Credit Bank Limited
2. Federal Bank Limited
3. HDFC Bank Limited
4. IndusInd Bank Limited
5. ING Vysya Bank Limited
6. Karnataka Bank Limited
7. Karur Vysya Bank Limited
8. Kotak Mahindra Bank Limited
9. Ratnakar Bank Limited
10. South Indian Bank Limited
11. Axis Bank Limited
12. Yes Bank Limited
13. ICICI Bank Limited

**Any BG from other Scheduled Commercial Private Indian banks not listed above may be rejected.**

**15.3** Alternatively, the bidder may opt for deduction of Security deposit from Running bill. In such case the earnest money submitted by the contractor along with the bid/ tender in the form of D.D. shall be treated as Initial Security Deposit. In addition to the above, pro-rata deduction at the rate of 10% from the Running Bill of the contractor shall be made towards Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches 10% of the Contract Price.

In case the EMD submitted is in the form of BG, the equivalent amount shall be additionally deducted from the first payment made to the Contractor and immediately thereafter, the BG towards EMD shall be returned to the bidder. Further, in such a case, the validity of BG shall be ensured till the deduction towards initial security deposit, as aforesaid, is affected.

**16.0** BGCL reserves its right to increase or decrease the ordered quantity by  $\pm 20\%$  on the same rate, terms and conditions during the currency of the contract.

**17.0** BGCL reserves its right to accept the tender of any bidder in part or in full and also reject any or all tenders without assigning any reason thereof.

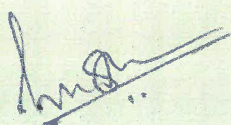
#### **18.0 SETTLEMENT OF DISPUTES/ARBITRATION**

- i) All differences and/or disputes arising out of the contract shall be settled by arbitration in accordance with provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The Arbitration shall be conducted by a sole arbitrator in case the amount claim is less than 25 crore for all packages awarded by BGCL.

##### **Sole Arbitration**

"The sole arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by BGCL. The same shall comprise of retired Judges and retired Senior executives of PSUs other than BGCL.

- a) In case of invocation of arbitration by BGCL, BGCL shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by BGCL and matter will be referred to such appointed Arbitrator for further arbitration proceedings.



b) In case of invocation of arbitration by the Contractor, the Contractor shall request BGCL for its database of Arbitrators/chose from the list of Arbitrators available on BGCL's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by BGCL within 30 days and matter will be referred to such appointed arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof."

ii) The seat of Arbitration shall be Patna and the Courts of Patna shall have exclusive jurisdiction in all matters arising under the Contract including execution of arbitration

#### **19.0 SIGNING OF THE CONTRACT AGREEMENT**

The Contractor will prepare the Contract Agreement in the prescribed proforma attached with LOA/ PO in duplicate, on appropriate non-judicial stamp paper of requisite value issued from the Courts of Jurisdiction. This Contract Agreement shall be signed with BGCL within 15 days of issue of LOA. In case signing of Contract Agreement is delayed, BGCL shall at its discretion take appropriate action as deemed necessary as per LOA/PO. The entire responsibility of delay of sending acceptance of Brief LOA/ LOA, or signing of Contract Agreement shall rest with the Contractor which may result into forfeiture of his or her EMD or termination of Contract. BGCL may at its discretion forbid the contractor for future bidding for specified period of time.

Contract Agreement will be required to be signed for contracts having contract price of Rs. 50 Lacs or above.

#### **20.0 In case the bidder does not intend to participate in the tender for any of the reasons, regret letter should be sent by the bidder before opening of bids, failing which the bidder's name may be removed from the list for future packages.**

It may be noted that mere issue of tender document does not imply that your offer shall be considered. The tenders are considered only after BIHARGRID themselves satisfies with the documents submitted by you towards the qualifying requirements and your capabilities to execute the work. The decision of BIHARGRID in this regard shall be final and binding on you.

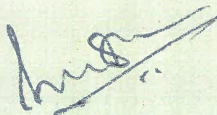
**21.0** Bid documents can be obtained from BIHARGRID Patna Office at the address given below on all working days for the above Package (s) against formal request in writing on payment of the cost of Bid Documents by way of Demand Draft/Pay Order/ Banker's Cheque issued by (i) A Public Sector Indian Bank or (ii) Reputed Commercial Bank in favor of BIHAR GRID COMPANY LIMITED. payable at Patna. However, issue of bid documents will not automatically mean that such bidders are considered qualified.

**22.0** The bidders have option for sending bid by courier/ post or submitting the bid in person. However, the bid should reach at the address below/ address given in 'ITB', not later than the time & date mentioned at para 1.0 above. The owner may, at its discretion, extend this deadline for submission of bids at any time prior to opening of bids by the Employer.

#### **LATE BID**

Any bid received by the owner after the time & date fixed or extended for submission of bids prescribed by the owner, will be rejected and/ or returned unopened to the bidder.

**23.0** It is imperative for each bidder/ tenderer to satisfy himself completely of all local conditions, nature of ground and its subsoil conditions at the required locations. Bidders, if they consider it necessary, have the permission of the owner to carry out survey and soil investigations for aforesaid purpose. In addition, the bidder is expected to assess any problem relating to the means of access to the site, the accommodation they may require and its availability, besides any other aspects including financial implication affecting on the execution of the work(s) covered under these documents and specifications. A bidder shall be deemed to have full knowledge of the site (whether he inspects or not).



**24.0** BIHARGRID reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. BIHARGRID also reserves the right to pre-pone/ postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever. The bid documents are non-transferable and the cost of bid documents nonrefundable under any circumstances. BIHARGRID shall not be responsible for any delay, loss, damage or non-receipt of request for issue of bid documents or bids sent by post.

**25.0** BIHARGRID shall refund EMD as per its policy of its own. Claim for refund of EMD by a bidder, whether successful or unsuccessful shall not be entertained during the period of validity of offer.

**26.0** The bidder will be required to purchase the bidding documents from BIHARGRID (for submission of the bid), which will be duly authenticated by the executive issuing the documents.

**Address:** DGM (C&M), BIHARGRID  
Alankar Place (2<sup>nd</sup> Floor),  
Boring Road, Patna- 800001,  
Tel. No.: 0612-2530477

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