

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

NOTICE INVITING TENDER

NIT Ref. No.: JV/PT/BG/C&M/25-26/OT-02

(Single Stage Two Envelope Bidding Procedure) (Domestic Competitive Bidding; Funding: Domestic)
 BIHAR GRID COMPANY LTD. invites sealed bids for the following works from eligible bidders:

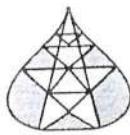
<u>PKG</u>	<u>Name of Packages</u>	<u>Estimated Cost (in Rs.)/ Completion period/ Tender Document Cost/ EMD (In Rupees)</u>	<u>Last date for bid submission Date & Time of Bid opening</u>
A	Supply , Installation , Testing & Commissioning of ABT compliant meters for implementation of SAMAST guidelines of BSPTCL guidelines including AMC and Energy Audit at various Grid substations in Bihar Grid Company Limited	Rs. 1400.23 Lakh / (09) Nine Months/ Rs 25000 / Rs. 28,01,000/-	Up to 21.02.2026 at 15:00 Hrs On 21.02.2026 at 15.30 Hrs

Sale period of Tender Document commence: from 15.01.2026 to 14.02.2026 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 document duly authenticated by the executive issuing the documents. This notice will also be available on BGCL website 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.



बिहार ग्रिड

Dated – 14.01.2026

— DGM (commodity) 8/01/2026

— Sr. GM (commodity) 8/01/2026

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

NIT REF. JV/PT/BG/C&M/25-26/NIT/OT-02

Dated : 14/01/2026

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 :-

Pack age No.	Brief Description of Work	Estimated Cost (Rs.in Lac) Contract Period	EMD (Rs.) Bid Doc. Cost	Doc. Sale Period	Bid Receipt Time & Date Bid opening Time & date
A	Supply, Installation, Testing & Commissioning of ABT compliant meters for implementation of SAMAST guidelines of BSPTCL guidelines including AMC and Energy Audit at various Grid substations in Bihar Grid Company Limited	1400.23 09 months from the date of LOA	<u>28,01,000/-</u> 25,000/-	From 15.01.2026 to 14.02.2026	Upto 15.00 Hrs on 21.02.2026 At 15.30 Hrs on 21.02.2026

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 the above package(s) shall be as under:

1. ELIGIBILITY

1.1. 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.

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. The assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (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. BGCL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

1.1.1. The bidder shall be a legal entity registered or incorporated in India as per the Companies Act 1951. Bidder must have service support facilities in India. Necessary documents shall be submitted in this regard.

Certificate of Incorporation/Memorandum of Association must be furnished for the same.



1.1.2. Only OEM can participate. Agents/Dealers etc. of the OEM are not allowed to quote.

1.1.3. Joint Venture is not allowed.

1.1.4. The bidders have to provide an affidavit that they have not been banned/blacklisted/debarred by the Employer or other subsidiary companies of BGCL or State Utilities/Other State/Centre Utilities or other government entities.

1.1.5. Bidder(s) not to have Conflict of Interest

A Bidder shall not have a conflict of interest. Any Bidder found to be having a conflict of interest shall be disqualified. The bidder shall be considered to have conflict of interest with one or more parties in this bidding process, if:

- 1.1.5.1. They have a controlling partner in common,
- 1.1.5.1.1. They receive or have received any direct or indirect subsidy from any of them; or
- 1.1.5.2. They have the same legal representative for purpose of this bid; or
- 1.1.5.3. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;

1.1.6. The bidder shall be (i) a original manufacturer of DLMS ICS (Indian companion standard) protocol complied 0.2s Accuracy class AC static Tri-Vector rack mounted Energy Meter Modules suitable for Inter Utility Feeder Metering /Bulk Consumer Feeder metering with Availability Based tariff (ABT) and time of day features along with relevant Software's for energy audit, online monitoring etc. as per technical specifications.

1.1.7. Bidders shall be financially sound. Bidder shall submit audited financial reports for at least five (5) years preceding the date of bid submission.

1.1.8. Manufacturers shall have adequate design infrastructure and manufacturing facilities and capacity and procedures including quality control.

1.1.9. 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

1.2 Technical Experience

1.2.1. The Bidder should be a manufacturer of 0.2s Accuracy class rack mounted energy meter with LCD display & optical and Ethernet communication port. (Detail as per Technical Specification)

1.2.3. The Bidder must possess bureau of Indian Standard Certification (ISI mark) for meter manufactured in India.

1.2.4. Bidder must be in possession of BIS Certification, Quality Assurance or International Standard accreditation like IS14697/IEC 62053-23 or IEEE519 for PQ meters.

1.2.5. The bidder must possess valid ISO 9001:2008 certification for meter manufacturing, ISO27001:2005 for information security management system & ISO 14001:2004 for environmental management system.

1.2.6. The bidder shall submit a copy of valid Certificate of Capability Maturity Model Integration (CMMI) version 1.3 or above/ CMMI-III issued by recognized body like SII etc.

1.2.7. The bidders must have at least one NABL accredited Laboratory. They should have to upload notarized copy of NABL Accreditation Certificate.



1.2.8 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 energy meters (0.2s class ABT Meter) including works of online monitoring, Data collection, Preparation of Reports for energy accounting & Service Maintenance of Transmission system (STU / CTU only). 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.

1.2.9 The bidder shall have supplied minimum of 500 nos. rack mounted 0.2s Class ABT Meters directly to State/Central Power Utility in India in last 5 years. Relevant PO copies shall be provided by the bidder in support of the same.

1.2.10 Following details are also to be submitted:-

- Number of Years in operation.
- Certification of Design to the relevant standard.
- Existence of Local office in India.
- Existence of service network and parts stock in India.
- Following Good Manufacturing Practices (GMP).
- Location of factories/ manufacturing units.

1.2.11 In case bidder is a holding company, the technical experience referred to in clause 1.2 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 1.2 above shall be of that subsidiary company only (i.e. excluding its holding companies).

1.2.12 The tenderers shall have an engineering organization capable of undertaking design, manufacture, testing, supply and commissioning of the quoted materials /equipment. The tender should accompany a list of all the facilities available with them for inspection & testing of the equipment and clearly confirm that these will be made available to the purchaser or his representative for inspection.

1.2.13 The bidder must ensure the Integration and Compatibility of Existing System "SAMAST" of BSPTCL under operation for Data collection of meters from remote end to SJDC, Patna, Energy Accounting and Audit of the Entire Power System Network of Bihar, Generation and Analysis of various reports, MIS Reports, ABT UI Report etc.

1.2.14 The tender of only those firm, shall be acceptable for award of order who have got the offered items type tested (as applicable) as per relevant IS/ IEC in the recognized laboratories as per latest revision of the specification. The date of type test will not be earlier than five years as on the date of opening of the tender.

1.2.15 The bidder shall have such rack mounted 0.2s Class ABT Meters directly to State/Central Power Utility in India in last 5 years. Relevant PO copies shall be provided by the bidder in support of the same as a contractor within the last seven years originally scheduled date of bid opening, (to be indicated by C&M at the time of release of NIT), as per following.

i. One single work/project of a value of not less than **Rs.11.20 Cr excluding GST [80% of Cost Estimate]**.

OR



ii. Two works/projects, each of a value of not less than **Rs.7.0 Cr Excluding GST [50% of Cost Estimate]**.

OR

iii. Three works/projects, each of a value of not less than **Rs.5.6 Cr excluding GST [40% of Cost Estimate]**

1.3 FINANCIAL POSITION

1.3.1. For the purpose of this particular bid, bidders shall meet the following minimum criteria.

1.3.2. Minimum Average annual turnover (MAAT) of the bidder for the best three years out of the last five financial years (FY20-21, FY 21-22, FY 22-23, FY 23-24, FY 24-25) of the bidder should be at least 150% of estimated amount i.e. 24.80 Cr Approx..

Note: Annual total income as incorporated in the profit and loss account excluding non-recurring income i.e. sale of fixed assets.

1.3.3. Bidder shall have liquid assets (LA) as on 31.03.2025 and/or evidence of access to or availability of credit facilities not less than Rs 4.15 Cr Approx.

1.3.4. In case bidder is a holding company, MAAT & LA referred to in clause 1.3.2 and 1.3.3 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies).

In case bidder is a subsidiary of a holding company, MAAT & LA referred to in clause 1.3.2 and 1.3.3 above shall be of that subsidiary company only (i.e. excluding its holding company).

1.3.5. The bidder should have a positive Net worth in the last three financial year 2022-25.

3.0 INTEGRITY PACT : Integrity Pact is required for package with estimated cost of **Rs.1(one) crore or above only (i.e for Package- A & B)**. The bidder shall have to submit an **Integrity Pact** (in 02 copies) on non-judicial stamp paper of **Rs.100/-** as per pro-forma enclosed with Tender Form. One copy shall be retained by BIIHARGRID and the other copy shall be returned to the bidder duly signed by BIIHARGRID representative.

3.1 INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT (These are instructions for execution and does not form part of the Integrity Pact)

- 'Integrity Pact' is to be executed in **two (02) originals**.
- Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid.
- The non-judicial stamp papers are to be purchased in the name of the Bidder or BIIHARGRID and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for

[Insert the name of the package]

Package and NIT Reference Number

[Insert NIT Reference Number of the package]

- Bidders are required to clearly indicate the name of the package and its NIT Reference Number on the stamp paper/covering letter and first page of the Integrity Pact.



- c) All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- f) Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
- g) The Bidder shall not change the contents of the Integrity Pact.

h) Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

- 4.0 Each package shall be evaluated and awarded independently. However, BIHARGRID reserves the right to award more than one package to one bidder, if they have financial, technical & working capacity etc.
- 4.1 **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.

5.0: 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) Integrity Pact
- 9) Qualifying Requirement

- 5.1 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.
- 5.2 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.
- 5.3: 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.

6.0: 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.**

7.0 BID SCHEDULES ARE AS UNDER:

LAST DATE & TIME OF BID RECEIPT: Upto 1500 Hrs on 21.02.2026

DATE & TIME OF BID OPENING : At 1530 Hrs on 21.02.2026



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.

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

8.0: **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 of **Rs 28,01,000/- (Rupees Twenty Eight Lakhs One Thousand only)** 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).

The bidders seeking exemption from submission of EMD should submit the copy of NSIC/MSME certificate to this effect in a separate sealed cover along with the envelope of bid duly super-scribed the details of bid.

8.1 : **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.

9.0 :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.

9.1. The bidder should strictly adhere to the completion schedule indicated in this letter. Based on completion schedule you have to submit a detailed BAR CHART 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.

10. **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).**

The firms, who are under the category of Micro and Small Enterprises (MSEs), shall be eligible for following benefits under the Public Procurement Policy of GoI for MSEs, subject to production of documentary evidence with regard to registration with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs.

(a) The MSE bidders, whose evaluated bid price is in the range of evaluated L1 bid price + 15% (where L1 bidder is other than MSE bidder), shall be eligible for an opportunity to match the price of L1 bidder. If the MSE bidder agrees to match the L1 price, he shall be considered for award of total award value of the package.

(b) In case none of the eligible MSE bidders agree to match the L1 price, the contract for full value of the package shall be awarded on the actual L1 bidder.

Note: The clause no.8.1 above is not applicable for supply-cum-erection packages.

8.2 **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' 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.

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

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

The following procedure shall be followed:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 bid is from an MSE, the contract will be awarded to L1.
- If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price.

In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a Class-I local supplier.

• If L1 Bid is neither from a Class-I local supplier nor from MSEs, the lowest evaluated bidder among the Class-I local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

"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.

9.0: **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** from the date of **Supply , Installation , Testing & Commissioning of said meters**. The warranty certificate must be sent alongwith the despatch documents/bill.

10.0 : **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..

11.0 : **PAYMENT TERMS :**

a) Supply Portion

a) 80 % payment with full taxes and duties shall be made after receipt and acceptance of material by the Consignee and on submission of the followings to paying authority :

- i) Receipted L/R, Detailed invoice/bill
- ii) Detailed packing list
- iii) Guarantee/Warranty certificate.
- iv) Submission of CPG and verified by BGCL.
- v) CIP and MICC
- vi) Factory Test Certificate
- vii) Execution of Agreement
- viii) Insurance Certificate

b) 15% payment shall be made after successful installation of the materials at site to the full satisfaction of Engineer-in-Charge.

c) Balance 5% payment shall be made after successful testing and commissioning of complete scope of work and issuance of Taking Over Certificate(TOC).

b) Service Portion : 90% payment after erection and commissioning of meters and balance 10% after issuance of TOC.

12.0: **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 5% 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.

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

14.0 : **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 offered for the material.

14.1 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. 14.2 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.

14.2 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.

14.3 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 effected.

15.0 : BGCL reserves its right to increase or decrease the ordered quantity by + 25% on the same rate, terms and conditions during the currency of the contract.

16.0: 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.

17.0: SETTLEMENT OF DISPUTES/ARBITRATION

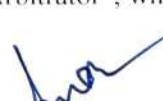
i) All differences and/or disputes arising out of the contract shall be settled by arbitration in accordance with provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The Arbitration shall be conducted by a sole arbitrator in case the amount claim is less than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

18.0 **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.

18.1 Contract Agreement will be required to be signed for contracts having contract price of Rs.25 (twenty Five) Lacs or above.

19.0 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 BIIHARGRID themselves satisfies with the documents submitted by you towards the qualifying requirements and your capabilities to execute the work. The decision of BIIHARGRID in this regard shall be final and binding on you.

20.0 The tenders shall be accompanied with the Earnest Money Deposit (EMD) in the form of Demand Draft / Bank Guarantee (BG) as specified in relevant clause in 'Instruction to Bidders (ITB).'

Micro and Small Enterprises (MSMEs) / NSIC registered vendor for similar type of work shall be exempted for submission of FMD.

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.

LAURE BUD

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 document s 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 (2nd Floor), Boring Road, Patna- 800001,
TEL.NO. 0612-2530477

