

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

**1 Pre-Qualification Criteria:**

- 1.1** The Technical Pre-Qualification Requirements (PQR) shall be as specified in **Annexure-2**. The Bidder shall ensure full compliance with the Technical PQR and shall submit all requisite credentials in support thereof. All third-party/ customer-issued certificates submitted as evidence of PQR compliance shall contain verifiable details of the issuing authority, including the name and designation of the issuing authority, organization name, contact telephone number, and email ID. In the absence of such verifiable details, the Purchaser reserves the right to reject the relevant document(s) during evaluation.
- 1.2** All documents, including third-party/ supporting documents, shall be submitted in English. Where any document is originally issued in a language other than English, a self-certified English translated copy thereof shall also be submitted.
- 1.3** No deviation whatsoever from the terms and conditions of this enquiry shall be permitted. Any offer containing deviations shall be summarily rejected.
- 1.4** Offers shall be scrutinized based on the Pre-Qualification Requirements (PQR) and other documents stipulated in the Notice Inviting Tender (NIT). Only those bidders who are found to be technically and financially capable of executing the work and who fully meet the PQR shall be eligible for further consideration under the NIT.
- 1.5** The Bidder shall not be admitted under Corporate Insolvency Resolution Process (CIRP) or liquidation, as on the date of bid submission, by the National Company Law Tribunal (NCLT) or any other competent adjudicating authority(s). An undertaking to this effect shall be submitted in the prescribed format as per **Annexure-8**.
- 1.6** Notwithstanding compliance with the above criteria, BHEL reserves the right to assess the capability and capacity of the Bidder to perform the contract, should circumstances so warrant, in the overall interest of BHEL.
- 1.7** Only upon satisfactory fulfilment of the above Pre-Qualification Criteria shall the Bidder's offer be considered for further evaluation in accordance with the NIT and other applicable terms and conditions of the tender.

**Note:**

*Credentials furnished by the Bidder in support of the 'Technical Pre-Qualification Requirement' shall be subject to verification with the respective issuing authorities for authenticity. In the event any credential(s) is/are found to be false, fabricated, or misleading, the Bidder's offer shall be liable for rejection. BHEL reserves the right to initiate further action in accordance with extant rules and guidelines.*

**2 Information of the PGCIL Project Sites included in this NIT:**

<b>Project Full Name</b>	<b>Short Name (Hereinafter)</b>
Establishment of 765/400/220 kV Barmer-I including 400kV, 2x125 MVAR Reactor	PGCIL Barmer-I (New)
Extension of 400 kV Fatehgarh-III for termination of Fatehgarh-III (Section-2) PS - Barmer-I PS 400 kV Double Circuit Line	PGCIL Fatehgarh-III (Extension)
Extension at 765 kV Sirohi for termination of Barmer-I PS - Sirohi PS 765 kV Double Circuit Line	PGCIL Sirohi (Extension)
EPC Establishment of 765/400/220 kV Mandsaur Substation	PGCIL Mandsaur (New)

Signature of the authorized representative of

Place : .....  
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Extension of 765 kV Indore (PG) Substation	PGCIL Indore (Extension)
Establishment of 765/400/220/132 kV Kurawar Substation (New) including 1x125MVAR 420kV (3-Phase) Bus Reactor	PGCIL Kurawar (New)
Extension of 400 kV Ashtha Substation for LILO of one circuit of Indore-Itarsi 400 kV Double Circuit Line at Ashtha and for Termination of Kurawar-Ashtha 400 kV Double Circuit Line	PGCIL Ashtha (Extension)
Extension of 400 kV Shujalpur for termination of 400 kV D/c Shujalpur - Kurawar TL	PGCIL Shujalpur (Extension)
Extension of 765 kV Mandsaur for termination of Mandsaur - Kurawar 765 kV Double Circuit Line	PGCIL Mandsaur (Extension)

**3 Scope of Supply and Services:**

The scope of supplies and services is to be read as per those mentioned in the Technical Specification TB-XXX-316-020, Rev-07. No permissible technical deviation has been envisaged. Bidders are required to quote in accordance with the Technical Specifications.

**4 Prices:**

The quoted prices shall remain **firm** for the total contract period and any extended period, if applicable, with no price escalation or variation. The prices quoted should be inclusive of GST, i.e., Ex-works including Packing & Forwarding Charges, Freight & Insurance, and GST.

**Note:**

*Transportation up to the site and transit insurance are included in the supplier's scope. Unloading and storage of materials at BHEL site are not included in the supplier's scope. Bidders are requested to quote the prices accordingly.*

**5 Terms of Delivery:**

The scope of the bidder includes Ex-Works basis, including Packing & Forwarding (P&F). Freight & Insurance (F&I) up to the site is also the responsibility of the bidder. The delivery date shall be considered as the LR/GR date or Invoice date, **whichever is later**.

**6 Dispatch Condition:**

The materials shall be dispatched directly from the POWERGRID-approved prime producer's/ manufacturer's/ re-roller's works or stockyard to the respective sites.

**7 BHEL Contact Details:**

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else the bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned, before Part-I opening:

For any <b>technical clarification</b> , please contact <b>Mr. Gorav Vig, Deputy Manager (Engineering)</b> , at 0120-221-8908 or via email at <a href="mailto:gorav@bhel.in">gorav@bhel.in</a>	For any <b>commercial clarification</b> , please contact <b>Mr. Santosh Kumar Vishwakarma, Manager (Material Management)</b> , at 0120-221-8837 or via email at <a href="mailto:skvishwa@bhel.in">skvishwa@bhel.in</a>
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**8 Pre-Bid Meeting:**

Not Applicable.

**9 Bid Security/ Earnest Money Deposit (EMD):**

Not Applicable.

**10 Quantity Splitting and Awarding:**

**10.1** The total tendered quantity shall be split and awarded between two bidders in the approximate ratio of **70:30**, subject to acceptance of the terms and conditions stipulated herein.

**10.2** **Seventy percent (70%)** of the total quantity shall be awarded to the **original L1 bidder**. The final discovered L1 rate shall be counter-offered to all other eligible bidders.

**10.3** The balance **thirty percent (30%)** quantity shall be offered to the **next ranked bidder(s)** (L2, L3, L4, and so on, in sequence of ranking after Reverse Auction), subject to their unconditional acceptance of the L1 rates.

**10.4** In case acceptance of the L1 counter-offer is received from more than one bidder, allocation of the 30% quantity shall be made strictly in accordance with the final ranking of bidders after the Reverse Auction.

**10.5** In the event none of the other eligible bidders agree to accept the counter-offer at L1 rates, the **entire quantity (100%)** shall be awarded to the original L1 bidder.

**Note:**

*Preference to Micro and Small Enterprises (MSEs), if applicable, shall be extended in accordance with the prevailing Government of India guidelines/ GeM provisions on order splitting.*

**11 Terms of Payment:**

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises)/ within 60 days for Medium Enterprises/ within 90 days for Non-MSME suppliers from the date of receipt of complete invoice along with the documents as mentioned below:

**11.1** GST Compliant Tax Invoice

**11.2** LR (Lorry Receipt)

**11.3** Packing List (Case-wise)

**11.4** Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management

**11.5** Material Receipt Certificate/ CRAC (consignee receipt-cum-acceptance certificate)

**11.6** Copy of Transit Insurance Certificate from underwriters

**11.7** Guarantee Certificate

**11.8** Performance Security

**Note:**

a) *The supplier shall submit invoice(s) strictly in accordance with the Purchase Order through the BHEL Suvidha Portal (<https://suvidha.bhel.in/suvidha/>)*

b) *MSME supplier may avail the facility of payment through TReDS platform as per GoI guidelines. All platform related charges shall be in bidder's account.*

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- c) *Provision of offline payment in GeM shall be utilized.*
- d) *It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.*
- e) *Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).*
- f) *Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.*
- g) *In case Transit Insurance is covered under an Open Insurance Policy, an intimation/ declaration of Transit Insurance, as per the terms and conditions of the relevant Open Insurance Policy, along with a copy of the said Open Insurance Policy issued by the underwriters, shall be acceptable. However, the Open Insurance Policy must clearly indicate the Tax Invoice Number(s) of the materials supplied.*
- h) *The Supplier shall submit **Form No. 28, i.e. the 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel products'** in the prescribed format as per **Annexure-27**. Failing such submission, BHEL reserves the right to withhold payment until submission of the said certificate."*

**12 For Supply Orders Placed on Indian Suppliers:**

Irrespective of the invoice value, the bidder/ vendor shall mandatorily upload the dispatch and invoice details on the BHEL Suvidha portal (<https://suvidha.bhel.in/suvidha/>) prior to dispatch. All documents specified in the Purchase Order Checklist, along with any additional required documents, must be uploaded on the portal.

For tax invoices with a net amount (including taxes) exceeding INR 5 Lakhs, it is mandatory that the uploaded documents be digitally signed using a valid Class-3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority.

For invoices with a net amount (including taxes) up to INR 5 Lakhs, submission of hard copy invoices will be permitted only if the invoice has not been digitally signed and uploaded on the portal.

Material will not be accepted in the absence of compliance with the above requirements.

**13 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.

**14 Delivery Requirement:**

Project-wise delivery requirements shall be as per the Activity Schedule specified in **Annexure-3**. However, to meet project requirements, BHEL reserves the right to advance the delivery schedule, in part or in full, without any additional cost or compensation to the vendor.

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*In case, BHEL's delivery requirement is not met by the bidder, then a chance may be given to all such bidders to review their quoted delivery schedule in line with BHEL's delivery requirement. However, if bidder fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such bidder(s).*

**15 Reverse Auction:**

Bid to Reverse Auction (RA) is applicable. The RA qualification criteria shall be as per GeM bid.

**16 Liquidated Damage for Delayed Delivery:**

Liquidated Damages, wherever referred under this Tender/ Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the Supplier/ Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/ breach on the part of the Supplier/ Vendor.

If the Seller/ Service Provider fails to deliver any or all of the Goods/ Services within the original/ re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/ dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

**Note:**

*Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).*

**17 Settlement of Dispute:**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/ Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/ Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/ Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 17.1.

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**17.1 Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to other party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in "Procedure for conduct of conciliation proceedings" (as available in <https://www.bhel.com/>).

**Note:**

*Ministry of Finance has issued OM reference No. 1/2/24 Dtd. 03.06.2024 regarding "Guideline for arbitration and Mediation in Contracts of Domestic Public procurement. In the said OM it has been recommended that Government departments/ Entities/ agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.*

**17.2 Arbitration:**

**17.2.1** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 17.1 herein above or otherwise) 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 any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution "IIAC" (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**17.2.2** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

**17.2.3** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/ nominated by the respective institution. The cost/ expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**17.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

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- 17.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.
- 17.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 17.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 17.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 17.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 17.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of Clause 17.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**17.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 Dtd. 14.12.2022 as amended from time to time.

**18 Legal Settlement/ Jurisdiction:**

Indian Courts at New Delhi/ Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable. Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto.

**19 Manufacturing Quality Plan (MQP):**

Inspection shall be carried out as per POWERGRID-approved MQP.

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**20 Inspection:**

Materials shall be inspected by the ultimate customer (M/s POWERGRID), BHEL, or other agencies authorized by BHEL.

**21 Destination/ Consignee/ Delivery Location:**

Shall be informed to the bidder later.

**22 Bill-To Address:**

Shall be informed to the bidder later.

**23 Guarantee Clause:**

The equipment/ material supplied and 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 Purchase Order/ Contract, Technical Specifications & approved drawings/ data sheets, if any, **for 18 months from the date of last delivery.**

The defective equipment/ material/ component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier/ contractor. 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.

If the supplier/ contractor fails to replace the defective equipment/ material/ component within the time period mentioned above, the same shall be considered as breach of the contract and BHEL may proceed as per provision mentioned in this NIT without prejudice to any other rights under the contract.

**24 Performance Security:**

Performance security of **5% of the contract value** shall be submitted by the vendor within 30 days from the date of award of contract and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/ Vendor, including Guarantee obligations.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (**Repo Rate + 4%**) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

**24.1 Modes of Deposit:**

Performance security may be furnished in the following forms:

24.1.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL-TBG, Noida.

Bank Account details for submission of performance security through EFT mode.

Signature of the authorized representative of

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Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

Name of the Company	Bharat Heavy Electricals Limited
Address of the Company	Transmission Business Group, 5 <sup>th</sup> Floor, BHEL Sadan, Plot No. 25, Sector 16A, Noida, Gautam Buddha Nagar, Uttar Pradesh, PIN 201 301
Name of Bank	State Bank of India
Name of Bank Branch	CAG-II New Delhi (17313)
City	New Delhi
Account Number	30206227732
Account Type	Cash Credit
IFSC Code	SBIN0017313

- 24.1.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- 24.1.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor, a/c BHEL).
- 24.1.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras, etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- 24.1.5 Insurance Surety Bond.

**Important Notes:**

- a) *The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including Guarantee obligations.*
- b) *Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.*
- c) *BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.*
- d) *The Performance Security shall not carry any interest.*
- e) *Value of the Performance Security (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to  $\pm 20\%$ . Beyond this variation of  $\pm 20\%$ , the Supplier shall arrange to enhance or may reduce the value of the Performance Security accordingly for the total variation promptly.*
- f) *The Performance Security Bank Guarantee shall be issued by any bank from the Consortium Bank list specified in **Annexure-21**. The original Bank Guarantee shall be forwarded by the issuing bank directly to the AGM (Finance), TBG, BHEL, Noida.*
- g) *Any extension of the validity of the Bank Guarantee, in original, as per the above clause, shall be forwarded by the issuing bank directly to the AGM (Finance), TBG, BHEL, Noida, at least forty-five (45) days prior to the expiry of the existing Bank Guarantee.*
- h) *Non-submission of the Bank Guarantee and/or deposit, as applicable, shall be treated as a breach of contract in accordance with the terms of the NIT. In such event, BHEL reserves the right to impose Suspension of Business Dealings on the Supplier/Contractor, in addition to any other remedies available under the contract.*

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

**24.2 Forfeiture of Performance Security:**

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the vendor.

**25 Acceptance of Offer:**

The bidder's offer shall be taken up for evaluation based on compliance with the Pre-Qualification Requirements (PQR), Technical Specifications, and other Commercial documents submitted along with the bid.

The bidder should be a POWERGRID-approved vendor for either of the following:

- a) GI Flat & GI Earthing Pipe Electrode.
- b) Sub-station Structure manufacturers having their own galvanizing plants.
- c) Transmission Line Tower manufacturers having their own galvanizing plants.

Bidders who are not approved suppliers of PGCIL and/or not included in the POWERGRID compendium shall submit the requisite credentials/ documents as stipulated in **Annexure-25**, for onward submission to the customer for approval.

The bidder's offer shall be considered acceptable only subject to final approval of the bidder by the ultimate customer, i.e., M/s POWERGRID, as an approved supplier.

**26 Make in India:**

For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 Dtd. 04.06.2020, issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.

"Bidder to specify the percentage of local content as per the format of self-declaration for local content" as per **Annexure-14**.

"This tender is not a global tender and only Class-I suppliers as defined under the DPIIT Order No. P-45021/2/2017-PP (BE-II) Dtd. 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-local supplier shall be rejected."

**The minimum local content to qualify as a Class-I local supplier is 60%.**

**27 Integrity Pact:**

Bidders shall have to enter into Integrity Pact (**Annexure-18**) with BHEL, duly signed with seal in original, if specified in NIT/ RFQ failing which bidder's offer shall be liable for rejection.

27.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

<b>Sl. No.</b>	<b>IEM</b>	<b>Email</b>
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri R. Mukundan, IRPS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Madan Lal Meena, IAS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

27.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

27.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

**Details of contact person(s):**

(1) Name: Mr. Santosh Kumar Vishwakarma  
 Dept.: Materials Management  
 Address: BHEL TBG, Noida  
 Phone: 0120 221 8837  
 Email: [skvishwa@bhel.in](mailto:skvishwa@bhel.in)

(2) Name: Mr. Nandlal Verma  
 Dept.: Materials Management  
 Address: BHEL TBG, Noida  
 Phone: 0120 221 8836  
 Email: [nverma@bhel.in](mailto:nverma@bhel.in)

**28 Compliance to Gol order for restrictions under Rule 144 (xi) of General Financial Rules (GFRS), 2017:**

**28.1** Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

**28.2** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

Signature of the authorized representative of

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
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**28.3** "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**28.4** The beneficial owner for the purpose of (iii) above will be as under:

**28.4.1** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

**28.4.2** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

**28.4.3** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

**28.4.4** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**28.4.5** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**28.5** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**28.6** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**28.7** The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

**28.8** If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects. List of

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

**29 Compliance to order No. 25-111612018-PG, Dtd. 02.07.2020 of Ministry of Power, GOI:**

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware/ Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:

- 29.1** All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/ trojans/ cyber threat and for adherence to Indian Standards.
- 29.2** All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
- 29.3** Any import of equipment/ components/ parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
- 29.4** Where the equipment/ components/ parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

**30 Shortages/ Damages:**

Any shortages and/ or damages in supplies shall be supplied/ replenished free of cost by the supplier as early as possible but not later than 30 days from the date of intimation by BHEL to the supplier.

**Note:**

*There shall not be any extension in the contractual delivery time/ schedule due to any shortages and/ or damages in supplies.*

**31 Fraud Prevention Policy:**

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
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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 <https://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.

**32 Prevention for Cartel Formation:**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**33 Variation in Contract Value and Quantities:**

BHEL shall have the right to variation in quantities of items within  $\pm 30\%$  of the total Purchase Order/ Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within six (06) months from the date of original Purchase Order. The purchaser shall have the right to increase or decrease quantity and scope up to the above extent of value and seller/ contractor shall be bound to accept the same at the contracted prices without any escalation.

**34 Weightment Variation:**

Quantity tolerance of  $\pm 70$  kg shall be considered while deducting any amount on account of shortages.

**35 Supply Quantity Tolerance:**

If mentioned otherwise in NIT, the supply tolerance shall be  $\pm 2\%$  for each item of the purchase order.

**36 Unpriced Bid:**

The bidder to furnish unpriced bid mentioning 'Quoted' against each BoQ line item and % of GST quoted in tender as per **Annexure-4**.

**37 Force Majeure:**

**37.1** 'Force Majeure' shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

and

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

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- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones, etc.
- vii) Epidemic, pandemic, etc.

**37.2** The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party:

- i) any strike, work-to-rule action, go-slow or similar labour difficulty.
- ii) late delivery of equipment or material (unless caused by Force Majeure event) and
- iii) economic hardship.

**37.3** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

**37.4** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

**37.5** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i) Constitute a default or breach of the Contract.
- ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

**37.6** BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/ Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

**38 Validity of Bid Offer:**

The bid offer shall remain valid for a period of 120 (one hundred twenty) days from the date of opening of the tender, i.e. the Techno-Commercial Bid, unless otherwise specified in the Notice Inviting Tender (NIT).

**39 Validity of Purchase Order(s):**

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
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The Purchase Order(s) shall be valid for a period of 180 days from the date of issue of the Purchase Order. However, any delay attributable to the vendor shall be added to the validity period, and the contract validity shall stand extended by the corresponding delay period.

**40 Acceptance/ Rejection of Tender:**

BHEL reserves the right to reject, in full or in part, any or all tenders without assigning any reason thereof.

BHEL also reserve right to vary the quantities as mentioned in the NIT. BHEL shall not be bound by any power of attorney granted by tenderer or by changes in composition of the firm made subsequent to award of order/ contract. BHEL may however recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the seller/ contractor concerned. If the tenderer deliberately gives wrong information, BHEL reserves the right to reject such an offer at any stage or cancel the order/ contract, if awarded, and forfeit the security deposit and bank guarantee.

**41 Termination of Contract:**

BHEL shall have the right to cancel the Purchase Order/ Contract without any financial implication to BHEL if vendor approval by end user/ customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers/ Contractors by BHEL.

BHEL shall have the right to cancel Purchase Order/ Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's/ Contractor's compensation claim shall be settled mutually.

**42 Statutory Variation:**

GST rates prevailing at the time of dispatch of goods/ completion of services shall be payable by BHEL. All other taxes, duties, charges, royalty, cess, other levies shall be deemed to be included in the Ex-Works Prices/ Charges quoted by bidders and no variations shall be payable in respect thereof. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input, etc. shall be payable by the BHEL.

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

If new tax is introduced by Central/ State Government/ Municipality becomes directly applicable on items specified in Bill of Quantities/ Purchase Order/ Contract, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities.

However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

**43 Acceptance of Order:**

Supplier should acknowledge and accept the Award of Contract/ Purchase Order issued by BHEL within 7 days of the issue of Letter of Award of Contract/ Purchase Order.

In case of any discrepancy/ typographical error in issue of Purchase Order/ Contract, the agreed terms & conditions, scope of work, rates/ prices for placement of PO/ award of contract shall be applicable and BHEL reserves the right to issue amendment(s) to PO/ Contract for correction of discrepancies/ typographical errors in the PO/ Contract at a later date.

**44 Evaluation Criteria:**

Evaluation shall be done on 'Total cost to BHEL' basis.

**45 Schedule of Technical and Commercial Deviations:**

**45.1** Technical Deviation: No Technical Deviation is envisaged.

**45.2** Commercial Deviation: No Commercial Deviation is envisaged.

**46 Breach of Contract, Remedies and Termination:**

**46.1** Following conditions shall be considered as breach of contract:

- a) Non-supply of material/ non-completion of work by the vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- b) The vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- c) The vendor delivers equipment/ material not of the contracted quality.
- d) The vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- g) Non-compliance to any contractual condition or any other default attributable to Contractor/ Vendor.
- h) Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/ Vendor.
- i) Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- j) Supplier/ Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

**Note:**

Once BHEL considers that a breach of contract has occurred on the part of the Supplier/ Vendor, BHEL shall notify the Supplier/ Vendor by way of notice in this regard. The Supplier/ Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case, the Supplier/ Contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

**46.2 Remedies for Breach of Contract:**

- i) Wherein the period as stipulated in the notice issued under Clause 46.1 has expired and Supplier/ Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of 'Breach of Contract' without any further notice to Supplier/ Vendor.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/ Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee, etc. available with BHEL against the said contract. In case, the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/ Vendor, retention amount, from the money due to the Supplier/ Vendor, etc. with BHEL) or the other legal remedies shall be pursued.
- iii) Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv) In case the amount recovered is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/ Vendor. If Supplier/ Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Supplier/ Vendor against the same contract.
  - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/ Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- v) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/ Vendor.
- vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/ Vendor for the purpose of estimation of damages.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

- vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

*The defaulting Supplier/ Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:*

- a) *In case defaulted Supplier/ Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.*
- b) *In case defaulted Supplier/ Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.*

**46.3 LD against delay in executed supply in case of Termination of Contract:**

LD against delay in executed supply shall be calculated in line with LD Clause No. 13.0 below, for the delay attributable to Supplier/ Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of 'LD against delay in executed supply in case of termination of contract' is given below:

- a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = **T1**
- b) Let the value of executed work/ supply till the time of termination of contract = **X**
- c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = **Y**
- d) Delay in executed work/ supply attributable to contractor/ supplier i.e. **T2 = [1-(X/Y)] x T1**
- e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to supplier taking "**X**" as Contract Value and "**T2**" as delay attributable to contractor/ supplier.

**Note:**

*In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.*

**47 Adjustment of Recovery:**

Any amount payable by the Supplier/ Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier/ Contractor under any other Purchase Order/ Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.

**48 Micro and Small Enterprises (MSE):**

Bidders claiming benefits under the Micro and Small Enterprise (MSE) category shall submit a valid Udyam Registration Certificate along with their Techno-Commercial Offer.

**Note:**

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

- a) *If the bidder does not furnish the Udyam Registration certificate for MSE category, offer shall be processed construing that the bidder is not falling under MSE category.*
- b) *Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.*
- c) *MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA Dtd. 09/11/2016 office of AS & DC, MSME) only if they submit Udyam Registration certificate along with the offer.*
- d) *Bidder to select purchase preference in GeM Portal to avail MSE purchase preference for this enquiry. No purchase preference shall be applicable for this enquiry if MSE purchase preference is not selected by the bidder in GeM Portal.*

**49 Mode of Payment:**

Payments shall be made through the following modes:

**49.1 For all Vendors:** Direct payment to the Supplier/ Contractor by BHEL via NEFT/ RTGS.

**49.2 For MSME Vendors:** Payments will be processed through the TReDS platform, which includes (1) RXIL, (2) M1xchange, and (3) Invoicemart.

**Note:**

*TBG is registered on the TReDS platforms - RXIL, M1xchange, and Invoicemart. MSME bidders are requested to register with any of these TReDS platforms to avail payment facilities in accordance with Government of India guidelines.*

**50 Order of Precedence:**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

**50.1** Amendments/ Clarifications/ Corrigenda/ Errata, etc. issued in respect of the tender documents by BHEL.

**50.2** Buyer Added Bid Specific Additional Terms & Conditions (ATC).

**50.3** Technical Specification.

**50.4** GeM General Terms and Conditions (GTC).

**51 General Notes:**

51.1 In the event of our customer order covering this tender being cancelled/ placed on hold/ otherwise modified, BHEL would be constrained to accordingly cancel/ hold/ modify the tender at any stage of execution.

51.2 BHEL may negotiate the L1 rate, if not meeting our budget/ estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.

51.3 Any deviation from the conditions specified in techno-commercial terms and conditions may lead to rejection of offer.

51.4 Any change in applicable rates of Tax or any other statutory levies (Direct/ Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

Signature of the authorized representative of

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM/ PACKAGE</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>SUBJECT</b>	<b>Bid Specific Additional Terms &amp; Conditions (ATC)</b>

- 51.5 BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project/ Unit.
- 51.6 The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms/ principal/ agents, shall be rejected. The list of banned firms is available on BHEL web site <https://www.bhel.com/>.
- 51.7 Recovery/ deduction as applicable as per Direct and Indirect taxes as notified by Government of India from time to time will be made and information/ certificate for such deduction/ recoveries shall be provided by BHEL to the vendor.

**52 All other terms & conditions shall be as per GTC of GeM.**

**53 The bidder must submit a duly filled-up (wherever applicable), sealed, and signed copy of all the 'Annexures,' along with the 'Bid Specific Additional Terms & Conditions (ATC)' documents in all sheets, while uploading the bid on the GeM portal. The bidder's offer will be liable for rejection in the event of non-receipt of these documents.**

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

**ADDENDUM-I TO NIT**

**Clause No. 11 (Terms of Payment), as contained in the Bid-Specific Additional Terms and Conditions (ATC) of the original NIT, is hereby amended and shall be substituted with the following:**

**11 Terms of Payment:**

100% of payment shall be made within 45 days for MSE (Micro & Small Enterprises)/ within 60 days for Medium Enterprises/ within 90 days for Non-MSME suppliers from the date of receipt of complete invoice along with the documents as mentioned below:

- 11.1 GST Compliant Tax Invoice
- 11.2 LR (Lorry Receipt)
- 11.3 Packing List (Case-wise)
- 11.4 Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- 11.5 Material Receipt Certificate/ CRAC (consignee receipt-cum-acceptance certificate) \*\*
- 11.6 Copy of Transit Insurance Certificate from underwriters
- 11.7 Guarantee Certificate
- 11.8 Performance Security

**Note:**

- a) *The supplier shall submit invoice(s) strictly in accordance with the Purchase Order through the BHEL Suvidha Portal (<https://suvidha.bhel.in/suvidha/>)*
- b) *MSME supplier may avail the facility of payment through TReDS platform as per Gol guidelines. All platform related charges shall be in bidder's account.*
- c) *Provision of offline payment in GeM shall be utilized.*
- d) *It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.*
- e) *Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network).*
- f) *Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.*
- g) *In case Transit Insurance is covered under an Open Insurance Policy, an intimation/ declaration of Transit Insurance, as per the terms and conditions of the relevant Open Insurance Policy, along with a copy of the said Open Insurance Policy issued by the underwriters, shall be acceptable. However, the Open Insurance Policy must clearly indicate the Tax Invoice Number(s) of the materials supplied.*
- h) *The Supplier shall submit **Form No. 28, i.e. the 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel products'** in the prescribed format as per **Annexure-27**. Failing such submission, BHEL reserves the right to withhold payment until submission of the said certificate."*
- i) *\*\* The Material Receipt Certificate shall be issued by BHEL within five (05) days from the date of receipt of the receipted LR.*

All other terms and conditions of the NIT shall remain unchanged.

Signature of the authorized representative of

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

CHECK LIST FOR TENDER SUBMISSION

Suppliers are required to fill in the following details in their Letterhead and no column should be left blank.

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>			
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)			
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>			
<b>A</b>	<b>NAME AND ADDRESS OF THE BIDDER</b>	<b>Work Address:</b> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		
		<b>Correspondence Address:</b> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>		
<b>B</b>	<b>GSTN NO. OF THE BIDDER</b> (Place of Execution of Contract/ Purchase Order)			
<b>C</b>	<b>DETAILS OF CONTACT PERSON FOR THIS TENDER</b>	<b>Name</b>		
		<b>Designation</b>		
		<b>Telephone No.</b>		
		<b>Mobile No.</b>		
		<b>Email ID</b>		
<b>D</b>	<b>EMD DETAILS</b>	Nil		
<b>E</b>	<b>GEM SELLER ID</b>			
<b>F</b>	<b>MSME STATUS (MICRO/ SMALL/ MEDIUM)</b>			
	<b>UDYAM REGISTRATION NO. OF THE BIDDER</b>			
	<b>Details in case of Micro (or) Small Enterprises (tick ✓ whichever is applicable)</b>			
	<b>Type under MSE</b>	<b>SC/ST owned</b>	<b>Women owned</b>	<b>Others (excluding SC/ST &amp; Women Owned)</b>
	<b>Micro</b>			
<b>Small</b>				
<b>G</b>	<b>DOCUMENT DESCRIPTION</b>	<b>APPLICABILITY</b>	<b>ENCLOSED BY BIDDER/ RESPONSE</b>	
1.	<b>All pages of the Tender documents</b> including annexures, Technical Specification, Bid Specific Additional Terms & Conditions (ATC), GeM Bid, Appendices, etc. <b>are read and understood</b>	Applicable	Yes	
2.	Submission of <b>Bid Specific Additional Terms and Conditions (ATC)</b>	Applicable	Yes	
3.	<b>Technical Pre-Qualification Requirement (PQR)</b> is understood and provided proper supporting documents as per <b>Annexure-2</b>	Applicable	Yes	
4.	<b>Activity Schedule</b> submission as per <b>Annexure-3</b>	Applicable	Yes	
5.	<b>Unpriced Bid</b> submission as per <b>Annexure-4</b>	Applicable	Yes	
6.	<b>Offer forwarding letter/ tender submission letter</b> as per <b>Annexure-5</b>	Applicable	Yes	

7.	<b>Certificate of NO Deviation:</b> a) <b>Annexure-6:</b> Schedule of <b>NO</b> Technical Deviation b) <b>Annexure-7:</b> Schedule of <b>NO</b> Commercial Deviation	Applicable	Yes
8.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per <b>Annexure-8</b>	Applicable	Yes
9.	Declaration by <b>Authorized Signatory</b> regarding <b>Authenticity</b> of submitted Documents <b>Annexure-9</b>	Applicable	Yes
10.	Non-Disclosure Certificate as per <b>Annexure-10</b>	Applicable	Yes
11.	Bank Account Details for E-Payment as per <b>Annexure-11</b>	Applicable	Yes
12.	Declaration regarding <b>Related Firms &amp; their areas of Activities</b> as per <b>Annexure-12</b>	Applicable	Yes
13.	Declaration for <b>relation in BHEL</b> as per <b>Annexure-13</b>	Applicable	Yes
14.	Declaration regarding <b>minimum local content</b> in line with latest public procurement (preference to Make in India) order as per <b>Annexure-14</b>	Applicable	Yes
15.	Declaration regarding <b>compliance</b> to Government of India Order OM No. 6/18/2019-PPD Dtd. 23.07.2020 regarding <b>restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</b> as per <b>Annexure-15</b>	Only <b>one of the two</b> Annexures is applicable	Yes/ Not Applicable
16.	Declaration regarding <b>compliance</b> to Government of India Order OM No. 6/18/2019-PPD Dtd. 23.07.2020 regarding <b>restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017</b> as per <b>Annexure-16</b>		Yes/ Not Applicable
17.	Declaration regarding <b>compliance</b> to MOP order No. 25-111612018-PG, Dtd. 02.07.2020 of Ministry of Power, GOI as per <b>Annexure-17</b>	Applicable	Yes
18.	Submission of <b>Integrity Pact</b> as specified in Tender as per <b>Annexure-18</b>	Not Applicable	Not Applicable
19.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per <b>Annexure-19</b>	Not Applicable	Not Applicable
20.	<b>Proforma of Bank Guarantee for Performance Security and List of Consortium Bank</b> as per <b>Annexure-20</b> and <b>Annexure-21</b> , respectively.	Applicable	Yes
21.	<b>Format for Inspection Request</b> as per <b>Annexure-22</b>	Applicable	Yes
22.	<b>Format for Material Receipt Certificate (MRC)</b> as per <b>Annexure-23</b>	Applicable	Yes
23.	<b>Power of Attorney for submission of tender</b> (to be executed on Non-Judicial Stamp Paper of minimum value of INR 100/- and duly notarized), as per <b>Annexure-25</b>	Applicable	Yes
24.	<b>Supplier Assessment Report</b> as per <b>Annexure-25</b>	-	Yes/ Not Applicable
25.	<b>POWERGRID Manufacturing Quality Plan</b> as per <b>Annexure-26</b>	Applicable	Yes
26.	<b>Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron &amp; Steel products'</b> as per <b>Annexure-27</b>	Applicable	Yes
27.	Copy of <b>PAN Card</b>	Applicable	Yes
28.	Copy of <b>GST</b> registration	Applicable	Yes
29.	Submission of <b>MSE certificate (Udyam Registration Certificate)</b> as specified in the tender	Applicable	Yes

**Note:** Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**TECHNICAL PRE-QUALIFICATION REQUIREMENT (PQR)**

GEM BID NO.	GEM/2026/B/7102477
PROJECT	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Sujhalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
ITEM	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

Name of Project : Barmer, Fatehgarh Extn, Sirohi Extn, Mandsaur, Indore Extn, Kurawar, Ashtha Extn, Sujhalpur Extn, Mandsaur Extn

Name of Customer: Powergrid Corporation of India Ltd. (PGCIL)

Name of Item : Earthing Material

<b>TECHNICAL PRE-QUALIFICATION REQUIREMENT</b>
Bidder should have supplied at least <b>82 MT</b> of GI Flat in last 5 years, as on originally scheduled date of technical bid opening for this tender.

<b>SUPPORTING DOCUMENTS TO BE ATTACHED</b>		
<i>(As applicable as per PQ requirement)</i>		
<b>Sr</b>	<b>Required Criteria</b>	<b>Supporting Documents to be submitted by bidder along with technical bid</b>
1	Supply	Purchase Order copy defining the scope & value with material receipt certificate/ dispatch note documents.

Notes (General points):

1. Consideration of offer shall be subject to customer's approval of bidder's, if applicable.
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of all the above criteria / requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

## ACTIVITY SCHEDULE

GEM BID NO.	GEM/2026/B/7102477
PROJECT	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
ITEM	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

Sl. No.	Activity	Scope (By)	Activity Time in Weeks		
			Mandsaur (New), Mandsaur (Extension) and Indore (Extension)	Kurawar (New), Ashtha (Extension) and Shujalpur (Extension)	Barmer-I (New), Sirohi (Extension) and Fatehgarh-III (Extension)
1.	Purchase order (PO) and submission of input(s) to supplier	BHEL	01	01	01
2.	Submission of necessary documents for getting manufacturing clearance from PO placement date	Supplier	01	01	01
3.	Approval of documents and manufacturing clearance to the supplier	BHEL	01	01	01
4.	Manufacturing time & inspection call from the date of manufacturing clearance	Supplier	08	10	12
5.	Inspection by BHEL/ Customer and issuance of dispatch clearance	BHEL	02	02	02
6.	Dispatch	Supplier	01	01	01
<b>Total Activity in Weeks</b>			<b>14</b>	<b>16</b>	<b>18</b>

**Note:**

1. Inspection calls must be issued at least one (01) week in advance.
2. Supplier must ensure the completeness and correctness of the requisite documents before submission for approval. Delay in approval on account of incomplete/ inadequate information shall be the responsibility of the Supplier.
3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
4. The Supplier to ensure resubmission of drawings/ documents within 01 (one) week from the date of comment given by BHEL. Any delay in resubmissions beyond 01 (one) week shall be reduced from Activity No. 4 (Manufacturing time) as mentioned above.
5. Quantity to be offered for inspection should be in accordance within Delivery-schedule - lot. BHEL reserves the right not to entertain multiple inspection calls for a Delivery - lot and delay on this account shall be the responsibility of the Supplier.

Signature of the authorized representative

Place : .....  
Date : .....Bidder's Name : .....  
Designation : .....  
Company Seal : .....

UNPRICED BID

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandasaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandasaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

Sl. No.	Item Description	Unit	Quantity	Total Ex-works (INR)	GST on Total Ex-works (INR)	Total F&I (INR)	GST on Total F&I (INR)	Total cost to BHEL incl. of Ex-Works, F&I & GST, as quoted in GeM (INR)
1.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Barmer-I (New)</b>	kg	1,50,000	Quoted	Quoted	Quoted	Quoted	Quoted
2.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Barmer-I (New)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
3.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Barmer-I (New)</b>	kg	15,000	Quoted	Quoted	Quoted	Quoted	Quoted
4.	Supply of Earthing Material GI Pipe Electrode - 40NB for <b>PGCIL Barmer-I (New)</b>	No.	30	Quoted	Quoted	Quoted	Quoted	Quoted
5.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Fatehgarh-III (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
6.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Fatehgarh-III (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
7.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Fatehgarh-III (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
8.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Sirohi (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
9.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Sirohi (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
10.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Sirohi (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
11.	Supply of Earthing Material GI Pipe Electrode - 40NB for <b>PGCIL Sirohi (Extension)</b>	No.	6	Quoted	Quoted	Quoted	Quoted	Quoted
12.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Mandasaur (New)</b>	kg	1,80,000	Quoted	Quoted	Quoted	Quoted	Quoted
13.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Mandasaur (New)</b>	kg	25,000	Quoted	Quoted	Quoted	Quoted	Quoted
14.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Mandasaur (New)</b>	kg	19,000	Quoted	Quoted	Quoted	Quoted	Quoted
15.	Supply of Earthing Material GI Pipe Electrode - 40NB for <b>PGCIL Mandasaur (New)</b>	No.	40	Quoted	Quoted	Quoted	Quoted	Quoted

16.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Indore (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
17.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Indore (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
18.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Indore (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
19.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Kurawar (New)</b>	kg	2,00,000	Quoted	Quoted	Quoted	Quoted	Quoted
20.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Kurawar (New)</b>	kg	30,000	Quoted	Quoted	Quoted	Quoted	Quoted
21.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Kurawar (New)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
22.	Supply of Earthing Material GI Pipe Electrode - 40NB for <b>PGCIL Kurawar (New)</b>	No.	50	Quoted	Quoted	Quoted	Quoted	Quoted
23.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Ashtha (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
24.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Ashtha (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
25.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Ashtha (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
26.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Shujalpur (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
27.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Shujalpur (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
28.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Shujalpur (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
29.	Supply of Earthing Material Galvanized MS Flat 75 x 12mm for <b>PGCIL Mandsaur (Extension)</b>	kg	20,000	Quoted	Quoted	Quoted	Quoted	Quoted
30.	Supply of Earthing Material Galvanized MS Flat 50 x 6mm for <b>PGCIL Mandsaur (Extension)</b>	kg	5,000	Quoted	Quoted	Quoted	Quoted	Quoted
31.	Supply of Earthing Material MS Flat 50 x 6mm for <b>PGCIL Mandsaur (Extension)</b>	kg	1,000	Quoted	Quoted	Quoted	Quoted	Quoted
32.	Supply of Earthing Material GI Pipe Electrode - 40NB for <b>PGCIL Mandsaur (Extension)</b>	No.	10	Quoted	Quoted	Quoted	Quoted	Quoted

**Note: If bidder mentions 'Not Quoted', it means bidder shall supply the item FREE OF COST to BHEL.**

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**OFFER FORWARDING LETTER/ TENDER SUBMISSION LETTER**  
**(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

Offer Reference No: \_\_\_\_\_

Date: \_\_\_\_\_

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUB: SUBMISSION OF OFFER AGAINST FOLLOWING TENDER**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

Having examined the tender documents against your subject GeM Bid and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to supply/ services for the subject item(s) and project(s), we hereby submit our offer in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' (if applicable) within the stipulated time as mentioned in the Tender Conditions.

I/We further agree to execute all the supply/ services referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**SCHEDULE OF TECHNICAL DEVIATION**

(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF TECHNICAL DEVIATION**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM</b>	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

The following are the deviations/ variations exception from the Technical Specifications:

Sl. No.	Clause No. of Technical Specifications	Statement of Deviation
	<b>No Deviation</b>	<b>No Deviation</b>

We hereby confirm that we have not changed/ modified/ materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the Technical Specifications.

If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

- Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
- Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**SCHEDULE OF COMMERCIAL DEVIATION**  
(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)

To

The Purchase Officer, Materials Management  
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: SCHEDULE OF COMMERCIAL DEVIATION**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM</b>	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

The following are the deviations/ variations exception from GeM General Terms and Conditions, GeM Bid, and Bid Specific Additional Terms and Conditions (ATC):

Sl. No.	Clause No. of Terms and Conditions	Statement of Deviation
	<b>No Deviation</b>	<b>No Deviation</b>

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

In case, this schedule is not submitted, it will be presumed that the equipment/ material to be supplied under this contract is deemed to be in compliance with the GeM General Terms and Conditions, GeM Bid and Bid Specific ATC. If there is **No Deviation**, even then the format to be filled as **No Deviation**.

**Note:**

- Continuation sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.
- Deviation mentioned in this schedule shall only be considered.

Signature of the authorized representative

Place : .....  
Date : .....

Bidder's Name : .....  
Designation : .....  
Company Seal : .....

**UNDERTAKING****(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM</b>	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

I/We, \_\_\_\_\_ declare that, I/we am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
**(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: DECLARATION BY AUTHORISED SIGNATORY REGARDING AUTHENTICITY OF SUBMITTED DOCUMENTS.**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender are true and complete to the best of my knowledge. I have gone through the technical specifications, terms & conditions, stipulations and all other pertinent issues till date, and agree to comply with the same.

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying/ applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I/We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I/ We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake/ false/ forged bid qualifying/ supporting documents/ certificates were submitted, it would lead to summarily rejection of our bid/ termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid/ Contract and other extant policies of Bharat Heavy Electricals Limited.

I further certify that I am authorised to represent on behalf of my Company/ Firm for the above-mentioned tender and a valid Power of Attorney to this effect is also enclosed.

**Enclosed: Power of Attorney**

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

**NON-DISCLOSURE CERTIFICATE**

**(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

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I/We understand that BHEL-TBG is committed to Information Security Management System as per their Information Security Policy.

Hence, I/we, M/s \_\_\_\_\_ who are submitting offer for providing services to BHEL-TBG against GeM Bid No. GEM/2026/B/7102477 hereby undertake to comply with the following in line with Information Security Policy of BHEL-TBG.

1. To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
2. The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL-TBG.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

**(To be given on Letter head of the Company/ Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/ RTGS)**

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1.	Beneficiary Name	
2.	Beneficiary Account No.	
3.	Bank Name & Branch	
4.	City/ Place	
5.	9-digit MICR Code of Bank Branch	
6.	IFSC Code of Bank Branch	
7.	Beneficiary E-mail ID <i>(for payment confirmation)</i>	

**Note:** In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

**DECLARATION****(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (N.A., if not applicable)

1	1 Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	2 Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

**DECLARATION FOR RELATION IN BHEL**  
**(To be typed and submitted in the Letter Head of the Company/ Firm of Bidder)**

To

The Purchase Officer, Materials Management  
 BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)  
 BHEL Sadan, 5<sup>th</sup> Floor, Plot No. 25, Sector 16A, Noida, 201 301, Uttar Pradesh

Ma'am/ Dear Sir,

**SUBJECT: DECLARATION FOR RELATION IN BHEL**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
<b>ITEM</b>	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

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

**Tick (✓) any one of the following, as applicable:**

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

**(OR)**

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

i. ....

ii. ....

**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.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
LATEST PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DTD. 04<sup>TH</sup> JUNE, 2020 AND  
SUBSEQUENT ORDER(S)**

**(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>
<b>PERCENTAGE OF LOCAL CONTENT</b>	<b>.....%</b>

**Date:** .....

I ..... S/o, D/o, W/o, ..... Resident of ..... hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No. P-45021/2/2017-BE-II Dtd. 15.06.2017, its revision Dtd. 04.06.2020 and any subsequent modifications/ amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ BHEL or any other Government authority for the purpose of assessing the local content of goods/ services/ works supplied by me for **SUPPLY OF EARTHING MATERIAL - GALVANIZED MS FLATS, MS FLATS AND GI PIPE ELECTRODES** for subject projects.

That the local content for all inputs which constitute the said goods/ services/ works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/ services/ works supplied by me for **SUPPLY OF EARTHING MATERIAL - GALVANIZED MS FLATS, MS FLATS AND GI PIPE ELECTRODES** for subject Projects contains .....% (mention the Local content in %age) Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/ services/ works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency(s)/ BHEL/ Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i. Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/ services/ works for which the certificate is produced

- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier(s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/ to provide services/ in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ..... (Name of firm/ entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**  
(Insert Name, Designation and Contact No.)

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) DTD. 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**  
**(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)**

GEM BID NO.	GEM/2026/B/7102477
PROJECT	[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)
ITEM	Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes

Sl. No.	Description	Bidder's confirmation
1.	<p>We, M/s _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</p> <p>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority."</p>	<b>Agreed</b>

**Note:**

- (i) Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER OM No. F.7/10/2021-PPD (1) DTD. 23.02.2023 REGARDING RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017  
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's confirmation</b>
1.	<p>We, M/s _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &amp; have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.</p> <p>We also have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement."</p> <p><b>Evidence of valid registration by the Competent Authority is attached.</b></p>	<p><b>Agreed/ Not Applicable</b></p>

**Note:**

- (i) Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.
- (ii) Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**DECLARATION REGARDING COMPLIANCE TO GOVERNMENT OF INDIA ORDER NO. 25-111612018-PG, DTD. 02.07.2020 OF MINISTRY OF POWER, GOI**

**(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)**

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG Dtd. 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/ Trojan, etc.

**Note:**

- (i) *Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL.*
- (ii) *Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.*

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for \_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not

legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award/ order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

#### **Section 6 - Equal treatment of all Bidder(s)/ Contractor(s)/ Sub-contractor(s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as/ Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/ grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications, etc.

- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment, etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract

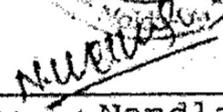
  
Santosh Kumar Vishwakarma

For & On behalf of the Principal  
(Office Seal)

Place Noida

Date \_\_\_\_\_



Witness: 

(Name & Address) Nandlal Verma  
BHEL, TBG Noida

.....  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness:

.....  
Name & Address:  
.....

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**  
**(On non-Judicial paper of appropriate value)**

**Bank Guarantee No. ....**

**Date .....**

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup> (name of the Employer) through its Unit at .....

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the ..... [Name & address of the Bank]

..... having our Registered Office at

..... (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ....<sup>5</sup> (in words Rupees .....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/ Contractor/ Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such

matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including .....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed .....<sup>5</sup>
- b. This Guarantee shall be valid up to .....<sup>6</sup>
- c. Unless the Bank is served a written claim or demand on or before.....<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....  
Place of Issue.....

<sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender  
<sup>2</sup> Name and Address of the Tenderer  
<sup>3</sup> Details of the Work  
<sup>4</sup> Name of the Employer  
<sup>5</sup> BG Amount in words and Figures  
<sup>6</sup> Validity Date  
<sup>7</sup> Date of Expiry of Claim Period

**BANK GUARANTEE FOR PERFORMANCE SECURITY**  
**(On non-Judicial paper of appropriate value)**

---

**Bank Guarantee No:**

**Date:**

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House Siri Fort New Delhi-110049 through its Unit at BHEL, TBG, Noida having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No PO No..... dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees.....)/ FC..... (in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ....., (hereinafter referred to as the Bank), having registered/ Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs..... (Rupees.....) without any demur, immediately on a demand from the Employer.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/ supplier shall have no claim against us for making such payment.

We the ..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/ Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/ Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/ Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/ Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force up to and including .....<sup>6</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this guarantee thereafter.

We ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before.....<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

**Instruction for BG**

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR/ CONTRACTOR/ SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

<sup>4</sup> PROJECT/ SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

**LIST OF CONSORTIUM BANK**

<b>Sl. No.</b>	<b>NAME OF THE BANK</b>
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

**FORMAT FOR INSPECTION REQUEST**

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No., Revision No. & Date :
4. Details of Equipment/ Material to be Inspected :

Sl. No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.
1.						

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes/ No
6. Whether GTP/ Drawings approved in Category-1 available at place of inspection : Yes/ No
7. Whether Quality Plan approved in Category-1 available at place of inspection : Yes/ No
8. Whether all type tests approved by Engineering : Yes/ No
9. (a) Place of Inspection & Address :  
(b) Name & Contact No. of Supplier representative for inspection :
10. Sub-supplier's contact person's name & contact No. :
11. Weekly off day :
12. Working Hours :
13. Date on which inspection requested :  
(*Inspection call to be raised at least 7 days prior to inspection*)

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection.

**Distribution:**

1. Material Management, BHEL, TBG Noida

**Note:**

1. *Unsigned inspection request & Inspection requests not given in this format shall not be accepted.*
2. *Drawings, Quality Plan should be approved in Category-1 by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category-1 approved documents, supplier should obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.*

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**FORMAT FOR MATERIAL RECEIPT CERTIFICATE (MRC)**

**BHARAT HEAVY ELECTRICALS LIMITED  
TRANSMISSION BUSINESS GROUP  
MATERIAL RECEIPT CERTIFICATE**

- a) Site Name :  
 b) Invoice No. with Date :  
 c) LR No. with Date :  
 d) Vehicle No. :  
 e) Date of Receipt of Material at the site :  
 f) Supplier Name :  
 g) Material Details (*as mentioned below*)

Sl. No.	Item Description	Type of Packages	Unit (MT/ km/ No.)	Quantity as per Packing List	Quantity Received	Remarks
1						

**Other Remarks:** Materials subject to physical verification.

**Signature with Date:**

\_\_\_\_\_

**Name & Designation:**

\_\_\_\_\_

**(with seal)**

Signature of the authorized representative

Place : .....

Date : .....

Bidder's Name : .....

Designation : .....

Company Seal : .....

**POWER OF ATTORNEY for SUBMISSION OF TENDER**  
**(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)**

KNOW ALL MEN BY THESE PRESENTS, that I/we do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s ..... hereinafter called 'Company', for submitting Tender/ entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Limited, TBG Noida, in connection with following tender:

<b>GEM BID NO.</b>	<b>GEM/2026/B/7102477</b>
<b>PROJECT</b>	<b>[A] PGCIL 765/400/220 kV Barmer-I (New), [B] PGCIL 400 kV Fatehgarh-III (Extension), [C] PGCIL 765 kV Sirohi (Extension), [D] PGCIL 765/400/220 kV Mandsaur (New), [E] PGCIL 765 kV Indore (Extension), [F] PGCIL 765/400/220/132 kV Kurawar (New), [G] PGCIL 400 kV Ashtha (Extension), [H] PGCIL 400 kV Shujalpur (Extension), [I] PGCIL 765 kV Mandsaur (Extension)</b>
<b>ITEM</b>	<b>Supply of Earthing Material - Galvanized MS Flats, MS Flats and GI Pipe Electrodes</b>

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

**Director/ CMD/ Partner/ Proprietor**

Signature of Mr. \_\_\_\_\_ (Attorney)

Attested by: Director/ CMD/ Partner/ Proprietor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TRANSMISSION BUSINESS GROUP**

**SUPPLIER ASSESSMENT REPORT**

Supplier's Name : M/s \_\_\_\_\_  
 Bought out Item : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

M/s \_\_\_\_\_ have submitted documents/ credentials for vendor approval by POWERGRID for \_\_\_\_\_ as follows:

Sl. No.	Documents Required by POWERGRID	Documents/ Credentials (Attached/ Not Applicable) Ref. No.	Page No.
1.	Registration/ License of the works enclosed <ul style="list-style-type: none"> <li>• PAN</li> <li>• GST</li> <li>• MSME Udyam Certificate</li> <li>• Factory License</li> </ul>	Attachment-1a Attachment-1b Attachment-1c Attachment-1d	
2.	Organization chart with name and qualification of key persons	Attachment-2	
3.	List of Plant and Machinery	Attachment-3	
4.	List of testing equipment with calibration status along with valid copy of calibration certificate	Attachment-4	
5.	<ul style="list-style-type: none"> <li>• List of Raw material, bought out items with sourcing details.</li> <li>• <b>Undertaking</b> to be submitted regarding willingness to use raw material of POWERGRID approved source.</li> </ul>	Attachment-5a Attachment-5b	
6.	List of outsourced services with sourcing details	Attachment-6	
7.	List and copy of supply in last three years.	Attachment-7	
8.	Third party approval, if any (viz. ISO, BIS)	Attachment-8	
9.	Pollution clearance wherever applicable	Attachment-9	
10.	Energy conservation & Efficiency Report (Applicable to industries having contact load more than 100KVA)	Attachment-10	
11.	Quality Assurance Plan (including Formats for raw materials, in process and acceptance testing)	Attachment-11	
12.	Type test approvals conducted, if applicable	Attachment-12	
13.	Performance/ Completion Certificates from customers	Attachment-13	
14.	Photographs of factory covering plant & machinery and testing <b>facilities.</b>	Attachment-14	
15.	Consent Letter for willingness to pay for assessment charges in advance. (FOR POWERGRID ASSESSMENT)	Attachment-15	
16.	QR Document (Against which vendor is qualified in this tender)	Attachment-16	

Signature of the authorized representative

Place : .....  
 Date : .....

Bidder's Name : .....  
 Designation : .....  
 Company Seal : .....

## MANUFACTURING QUALITY PLAN

<b>Manufacturers Details (Name, Works Address etc.)</b>	<b>Customer</b> <b>POWERGRID</b>	<b>Vendor's Code:</b>	<b>Item:</b>	<b>Q.P. No.</b> <b>Rev. No.</b> <b>Date:</b>	<b>Valid From:</b> <b>Valid Upto:</b>
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Sr. No.	Components / Operations & Description of Test	Type of check	Quantum of Check / Sampling with basis	Reference document for Testing	Acceptance Norms	Format of Record	Applicable Codes						Remarks
							1	2	3	4	5	6	

<b>A. Section: RAW MATERIAL INSPECTION</b>													
<b>B. Section : IN PROCESS INSPECTION</b>													
<b>C. Section: FINAL TESTING</b>													
<b>D. Section: PACKING &amp; DISPATCH</b>													

<b>Code 1</b>	Indicates place where testing is planned to be performed i.e. Inspection location	<b>Code 2</b>	Indicates who has to perform the tests i.e. Testing Agency
A	At Equipment Manufacturer's works	J	The Equipment Manufacturer
B	At Component Manufacturer's works	K	The Component Manufacturer
C	At Authorised Distributor's place	L	The Third Party
D	At Independent Lab	M	The Turnkey Contractor
E	At Turn Key Contractor's location		
F	Not specified		
<b>Code 3</b>	Indicates who shall witness the tests i.e. Witnessing Agency	<b>Code 4</b>	Review of Test Reports/Certificates
P	Component Manufacturer itself	W	By Equipment manufacturer during raw material/bought out component inspection.
Q	Component Manufacturer and Equipment Manufacturer	X	By Contractor during product/process inspection
R	Component Manufacturer, Equipment Manufacturer and Contractor	Y	By POWERGRID during product/process inspection
S	Equipment Manufacturer itself	Z	By Contractor and/or POWERGRID during product/process inspection
T	Equipment Manufacturer and Contractor		
U	Equipment Manufacturer, Contractor and POWERGRID		
V	Third Party itself		
<b>Code 5</b>	Whether specific approval of sub-vendor / Component make is envisaged?	<b>Code 6</b>	Whether test records required to be submitted after final inspection for issuance of CIP/MICC
E	Envisaged	Y	Yes
	Not Envisaged	N	No

**FORM NO. 28: FORMAT OF 'AUTHORIZATION CERTIFICATE ISSUED BY DOMESTIC MANUFACTURER FOR SELLING  
DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS'  
(On Domestic Manufacturer's Letterhead)**

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To: [Insert: name of the Employer]

Dear Ladies and/or Gentlemen,

We, \_\_\_\_\_ [Insert: name of the Domestic Manufacturer] [hereinafter, "Domestic Manufacturer"] who are established and reputable manufacturers of \_\_\_\_\_ [insert: name and/or description of the Iron/Steel Product being supplied by the Domestic Manufacturer] [hereinafter, "Iron & Steel Products"] having production facilities at \_\_\_\_\_ [Insert: address of factory] do hereby authorize [Insert: name & address of Contractor] \_\_\_\_\_ (hereinafter, the "Contractor") who has signed the Contract with you against \_\_\_\_\_ [Insert: contract name] for supply of Goods manufactured using the Iron & Steel Product produced by us.

We hereby undertake that we shall supply the Iron & Steel Products to the Contractor, adhering to minimum Domestic Value Addition prescribed for the Iron & Steel Products in line with the "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by the Ministry of Steel Government of India Vide Notification dated 8<sup>th</sup> May 2017 and its revision dated 29<sup>th</sup> May 2019 including subsequent amendments/ modifications, if any.

For and on behalf of the Domestic Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of \_\_\_\_\_ [Insert: title of position or other appropriate designation] and this should be signed by a person having the power of attorney to legal bind the Domestic manufacturer.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature) \_\_\_\_\_  
 (Printed Name) \_\_\_\_\_  
 (Designation) \_\_\_\_\_  
 (Common Seal) \_\_\_\_\_

**Note 1:** The Authorization certificate should be on the letterhead of the Domestic Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Domestic Manufacturer.