PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

1.	For any technical clarification, please contact Ms. Shobhna Singh, DGM (TBEM)
	Contact No. 0120 6748457; e-mail: shobhna@bhel.in
2.	For any commercial clarification, please contact Mr. Gaurav Agarwal, Sr. Manager (TBMM).
	Contact No. 0120-6748543; e-mail: gaurav.agarwal@bhel.in

# 3. Terms of Payment:

# For Supply

100% of payment along with 100% GST & F&I within 45 days for Micro & Small Vendors\*/ 60 days for Medium Enterprises/ 90 days for Non-MSME vendors, from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows:

- GST Compliant Tax Invoice
- LR / GR duly endorsed by BHEL Site Official.
- CRAC (consignee receipt-cum-acceptance certificate)/ MRC
- Packing List (Case-wise)
- Copy of Transit Insurance Certificate from underwriters.
- Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- Guarantee Certificate
- Copy of Performance Bank Guarantee (PBG). Original shall be sent from issuing bank to TBG-finance directly.
- Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management (if applicable)

Note: Vendor has to submit the duly signed check-list (Annexure-XIV) along with Bill.

\* For MSE vendors, payment shall be made as per MSMED act.

# Note:

- Bills shall be submitted for processing by BHEL-TBG, Noida along with billing checklist (as per Annexure-XIV).
- It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST portal).
- Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice.

# 4. Term of Delivery:

Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis including packing and forwarding. F&I up to site/store is in the scope of bidder. The Freight & Insurance (up to site/store), to be paid by vendor, on behalf of BHEL, to be reimbursed against documentary evidence. LR / GR date or Invoice date (whichever is later) shall be considered as delivery date.

Note- Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.

#### 5. Delivery Time:

Proposed delivery Plan:

Within 24 Weeks (168 days) for Bikaner-II &

Within 26 Weeks (182 days) for Bikaner-III from the date of PO by BHEL as per Activity schedule [Annexure-II].

Early Delivery is acceptable.

Time for conducting Type tests (if required) is separate- 8 weeks. In case of type tests are required to be conducted, then 8 weeks shall be added in Delivery period and PO shall be amended accordingly.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

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

# 6. Prices:

The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works including Packing & Forwarding + Freight & Insurance + GST. Vendor to submit the price break-up as per Annexure-IV after Price bid opening/ Reverse Auction. Due to large BOQ, line items are clubbed (in GEM bid) for easing out the decrement procedure during RA.

Single GeM PO will be placed as per Annexure-IV. However, 2 purchase orders with breakup as per Annexure-IV (substation-wise), against a single GeM order, will be placed to regularize the same in BHEL.

# 7. Liquidated Damages for delayed Delivery (as per GEM):

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the Supplier/Vendor 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 as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

#### 8. Reverse Auction:

Bid to RA is applicable with H1 elimination.

# 9. Technical Specification:

Technical specification no. TB-424-316-015 Rev 00. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.

#### 10. Pre-Qualification Requirement:

As per **Annexure-I** (enclosed herewith).

#### 11. MQP (Manufacturing Quality Plan):

Bidder should have the valid MQP approved from Powergrid. In case of MQP validity has got expired and is under approval with Powergrid, then bidder has to submit the valid MQP within the timeline informed by BHEL, but not later than Part-II opening date.

# 12. Inspection:

Inspection shall be carried out by Customer/BHEL/TPIA as per approved Quality Plan.

# 13. Destination / Delivery Location:

Project site	Delivery location
	, ·

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

Establishment of 765/400/220kV	PGCIL 765/400/220KV SS, Village – Barjoo, Tehsil –Pugal,	
Bikaner-III Pooling Station (Rajasthan)	Dist. – Bikaner, 334001 (Rajasthan)	
Extension of 400kV Bikaner-II S/s	PGCIL 400/220 kV SS, Village – Jaimalsar, Bhanipura Road,	
(Rajasthan)	Dist. – Bikaner, 334001 (Rajasthan)	

#### 14. Bill to Address:

# Hard Copy of billing documents will be sent to following address for processing of payment:

Gaurav Agarwal

Sr. Manager (TBMM)

5<sup>th</sup> Floor, BHEL Sadan

Bharat Heavy Electricals Limited-TBG, Plot No 25, Sector-16A, Noida-201301, UP, India.

#### Notes:

- 1) Delivery address (Ship to) and Bill to address (Bill to) in Invoice & LR should be as per detail given above.
- 2) Invoice should clearly specify "Billing from" and Shipping from" address.

#### 15 | Validity of Purchase Order (PO)

2 years from the date of purchase order.

# 16. Guarantee Clause (Defect Liability Period):

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 or 12 months from the date of taking over/Completion of Facilities, whichever is later.

#### Taking over/COF date:27-11-2025

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

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

#### 17. Performance Security:

Performance security of 5% of GeM contract value shall be submitted by the vendor within 15 days from the date of award of PO. Performance Security shall be furnished as per annexure-XIX.

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 (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

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.

# Modes of deposit:

Performance security may be furnished in the following forms:

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

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

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE	TRANSMISSION BUSINESS GROUP, 5 <sup>TH</sup> FLOOR, BHEL
COMPANY	TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301
	(U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format.
- 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).
- Securities available from Indian Post offices such as National Savings Certificates, Kissan Vikas Patras
  etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged,
  as applicable, in favor of BHEL).
- Insurance Surety Bond.

# **Important Notes:**

- 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 warranty/Guarantee obligations.
- 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.
- 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.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

- The Performance Security shall not carry any interest.
- Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to ± 20%. Beyond this variation of ± 20%, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.
- In case delay in submission of Performance BG, enhanced Performance BG which would include interest (SBI rate + 6%) for delayed period to be submitted.
- There is no exemption of Performance security deposit submission for MSE Vendors.

# 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.

18. Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.

#### 19. Acceptance of Offer:

Acceptance of offer is subjected to following:

- Qualification of Technical PQR
- Techno-Commercial evaluation by BHEL.
- Approval of vendor by ultimate customer (M/s PGCIL)
- Vendor should not be blacklisted by BHEL & PGCIL

Customer approved Vendors as per POWERGRID compendium of Vendors (as on the date of technocommercial bid opening)/ Vendors having valid approval extension letter issued by POWERGRID (as on the date of techno-commercial bid opening)/ Vendors having valid SMQP shall be allowed.

BHEL shall first explore the possibilities of procuring the bought-out items from POWERGRID approved existing vendors. PGCIL's approved vendor (PGCIL Compendium of Vendors) for this project is available with BHEL. However, for additional vendor approval by ultimate customer, Bidders to submit complete credentials as per Annexure-XXII along with their offer for approval from the ultimate customer. However, if any proposal for additional vendor approval is submitted after 60 days of award by Powergrid, POWERGRID will normally not consider the proposal for these projects. Offer of techno — commercially acceptable vendors shall be considered for opening of Part-II/ conducting Reverse Auction subject to their approval from Customer.

# 20. 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 dated 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-V**."

"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) dated 04.06.2020 and subsequent orders are eligible to bid in this tender. Bids received from Class II & Non-Local supplier shall be rejected."

Minimum local content to qualify as Class-I supplier shall be 60%.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

# 21. COMPLIANCE TO GOI ORDER FOR RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS), 2017 [Annexure-VIII]

Refer Clause at **Annexure-VIII** and Certification at **Annexure-IX** regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017. Bidder to comply the clause and submit the certification. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

# 22. MOP CIRCULAR [Annexure-X and XI]

Bidder to comply the MOP circular dated 02-07-2020 (**Annexure-X**) and its subsequent amendment, if any, in prescribed format (**Annexure-XI**). Non-compliance/ Non-submission will lead to rejection of Offer [Not Applicable for cases where local content is 100%].

# 23. **Quantity Variation:**

BHEL shall have the right to variation in quantities of items within +/- 25% 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 two years 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.

#### 24. Unpriced Bid:

Vendor to furnish unpriced bid mentioning "Quoted" against each BOQ line item and % of GST quoted in tender as per **Annexure-IV.** 

# 25. Details of Bidder:

Bidder to submit the details as per format as per Annexure-III.

#### 26. No Deviation certificate:

Supplier/vendor to submit the NIL deviation certificate as per Annexure-VI.

# 27. Evaluation Criteria:

Evaluation shall be done on total cost to BHEL basis.

#### 28. Breach of contract, remedies and termination

#### (A) Breach of contract and Termination:

Following conditions shall be considered as breach of contract:

- a) Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- b) The Supplier/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 Supplier/Vendor delivers equipment/ material not of the contracted quality.
- d) The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- e) Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- f) Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

- g) Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- h) Any other reason(s) attributable to Vendor towards failure of performance of contract.
- i) 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.
- j) 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 nonaward of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- k) 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.

**Note**-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the 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.

# (B) Remedies for breach of contract:

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

- (i) Wherein the period as stipulated in the notice issued under clause 14.1 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 contractor.
- (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 under sub clause (a) above 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.
- (v) 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

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

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.

- (vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- (vii) 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.
- (viii) 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:

- 3) 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.

#### 29. Liquidated Damage in case of termination of contract:

In case of termination of contract, LD shall be calculated as below:

LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 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.

- i Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii Let the value of executed supply till the time of termination of contract= X
- iii Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- iv Delay in executed supply attributable to Supplier/Vendor i.e. T2=[1-(X/Y)] x T1
- V LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

#### **30.** 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

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.

# 31 | 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 21.1

#### 31.1 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 the 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 <a href="https://www.bhel.com">www.bhel.com</a>).

**Note**: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines 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.

#### **31.2 ARBITRATION:**

a) 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 21.1 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 ( to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

- b) 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 Region, Power Sector/ 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.
- d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) ......(i. e. NCR based Units).
- f) 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.....(i. e. NCR based Units).
- g) 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.
- h) 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.
- i) 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.
- j) 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 21.2.9. 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.

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

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

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 dated 14-12-2022 as amended from time to time.

#### 32 JURISDICTION

Subject to clause 31 of this contract, the Civil Court having original Civil Jurisdiction (to be decided by the Unit e.g. Delhi for TBG, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

#### **GOVERNING LAWS**

The contract shall be governed by the Law for the time being in force in the Republic of India.

#### 33 | Force Majeure

- 3 "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.
- 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. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - 3. Epidemic, pandemic etc.
- **2.** The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

- (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- **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.
- **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.
- **5**. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
  - v) Constitute a default or breach of the Contract.
  - vi) 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.
- **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.

#### 34 Non-Disclosure Agreement

The bidders shall enter into the Non-disclosure agreement separately. (Format attached).

#### 35 | 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.

#### 36 | Fraud Prevention Policy

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

# 37 | Suspension of Business Dealings with Suppliers / Contractors:

The offers of the bidders who are under suspension as 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 www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender\_registration/vender.php.

#### 38 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:

- a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b) Buyer Added Bid Specific ATC
- c) GeM Bid Technical Conditions of Contract (TCC)
- d) GeM GTC

# 39 MICRO AND SMALL ENTERPRISES (MSE):

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under	SC/ST owned	Women owned	Others	
MSE			(excluding SC/ ST	
			& Women	
			Owned)	
Micro				
Small				

#### Note:

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) 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 along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

#### 40 | NOTE:

- 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.
- 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

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS, will lead to rejection of offer.

- 3. 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.
- 4. 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.
- 5. 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 www.bhel.com.
- 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.

#### 41 | RXIL (TreDS) Platform:

TBG is registered with RXIL (TreDS) platform. MSME bidders are requested to get registered with RXIL (TreDS) platform to avail the facility as per GoI guidelines.

#### 42 Placement of Purchase order

There shall be one PO from GeM portal for five projects but five separate order (site/project wise) shall be placed through our system.

#### 43 INTEGRITY PACT

Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original as per **ANNEXURE-XXIII** of NIT, failing which bidder's offer shall be liable for rejection.

The Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with the techno-commercial bid, duly signed by the authorized official of the bidder/ vendor/ vendor and authorized official of BHEL will form part of the Purchase order/ contract. 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.

# Name of Independent External monitor to be considered (IEM):

S N	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	lem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	lem3@bhel.in

# 44 Bid Security/EMD:-

EMD Value- Rs 6 Lakhs

Bid security/ EMD as per NIT is required to be submitted by the bidders along with their bids. **Exemption for EMD will be as per GeM GTC.** 

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

# (A) Modes of deposit:

The EMD shall be accepted only in the following forms:

i) Electronic Fund Transfer credited in BHEL account (before tender opening)

Bank Account details for submission of bid security/ EMD through EFT mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD	
ADDRESS OF THE TRANSMISSION BUSINESS GROUP, 5 <sup>TH</sup> FLOOR, BHEL		
COMPANY	TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301	
	(U.P.)	
NAME OF BANK	STATE BANK OF INDIA	
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)	
CITY	NEW DELHI	
ACCOUNT NUMBER	00000030206227732	
ACCOUNT TYPE	CASH CREDIT	
IFSC CODE	SBIN0017313	

- ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL- TBG, Noida (along with the offer).
- iii) Fixed Deposit Receipt (FDR) (along with the offer)
- iv) Bank Guarantee from any of the Scheduled Banks. (along with the offer)
- v) Insurance Surety Bonds (along with the offer)

# Notes:

- (1) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form.
- (2) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period/ RA validity whichever is later.
- (3) EMD shall not carry any interest
- (B) Forfeiture of Bid Security/ Earnest Money Deposit

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

- i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors (abridged version of guidelines is available on <a href="www.bhel.com">www.bhel.com</a>)" and forfeited/released based on the action as determined under these guidelines.

# (C) Return of EMD

i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30<sup>th</sup> day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

Bid security shall be refunded to the successful bidder on conclusion of the order/receipt of a performance security (if called in tender).

Note: If bidder is seeking the exemption of EMD as per GEM GTC, then bidder to specify the category (as per GEM GTC) under which EMD exemption is being sought.

- 45 Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal:
  - a) Bid Specific ATC: This document.
    - b) Offer forwarding letter / tender Submission Letter
    - c) Annexure-I: Pre-Qualification Requirement along with supporting documents.
    - d) Annexure-II: Activity Schedule
    - e) Annexure-III: Contact Details of Bidder
    - f) Annexure-IV: Unpriced Bid
    - g) Annexure-V: Declaration reg. minimum local content in line with revised public procurement
    - h) Annexure-VI: Certificate of NIL Deviation
    - i) Annexure-VII: Declaration for relation in BHEL
    - j) Annexure-VIII, IX: Compliance to Government of India Order OM NO.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017
    - k) Annexure-X, XI: MOP circular and its compliance on bidder's letter head
    - Annexure-XII: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
    - m) Annexure-XIII: Declaration by Authorized Signatory
    - n) Annexure-XIV: Declaration by Authorized Signatory regarding Authenticity of submitted Documents
    - o) Annexure-XV: Non-Disclosure Certificate
    - p) Annexure-XVI: Bank Account Details for E-Payment
    - q) Annexure-XVII: Power of Attorney for submission of tender
    - r) Annexure-XVIII: Check-list for bill submission
    - s) Annexure-XIX: Format for Performance Security
    - t) Annexure-XX: List of Consortium Bank for Bank Guarantee
    - u) Annexure-XXI: Format for Inspection call

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

	v) Annexure XXII: Documents required for vendor approval
	w) Annexure XXIII: Format for Integrity Pact.
	x) Annexure XXIV: Format for EMD.
	Note: In case of non-receipt of above documents, offer of the bidder may be liable for rejection.
45	All other terms & conditions shall be as per GTC of GeM.

Signature of the authorized representative of
 Bidder's name :
Designation:
Company Seal:

PROJECT:	PROJECT: PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM: Clamps-Connectors			
SUBJECT: Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

# **OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be type	ed and submi	tted in th	ne Letter I	Head of the Co	mpar	ny/Firm of	f Bidder)			
Offer Refer	ence No:							Date:		
To, (Write Nam	ne & Address	of Office	er of BHEI	L inviting the Te	ender	r)				
Dear Sir,										
Sub: Submi	ission of Offe	r against	: GeM Bid	No:						
	examined			documents dated		against	your and hav	GeM	Bid derstood	No the
provisions of to the work & proconditions delivery scheduld our the work a BHEL.	of the said terk tendered for oject site), we mentioned in hedule.  Offer be access provided for exercise to exerc	nder doc or, in con hereby n the ter epted by or in the ecute all	uments and inection was submit on the moder of the works are the works a	nd having thorovith ur offer for the uments, at the Award, I/we fu Conditions with	price price rther in th	posed wo es quoted agree to e stipulat	rk in acco by us ar furnish 'Pe ed time a	ordance wand as per erformances may be	(nanyith terms the indicate the indicate the terms	ne o s and cated y' for ed by
I/We have		rewith th	ne requisit	n and as detaile e Earnest Mone						n the
Place: Date:						Autho	orised Rep	oresentat	Signa N	

PROJECT:	PROJECT: PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

GFM	Rid	no
GEIVI	DIU	110

Annexure-I

# **PRE QUALIFICATION REQUIREMENT**

# TECHNICAL QUALIFICATION REQUIREMENT

Name of Project: POWERGRID BIKANER-III & BIKANER-II (EXTN.)

Name of Customer: BIKANER-III NEEMRANA TRANSMISSION LIMITED Name of Item: CLAMP & CONNECTORS (400KV & BELOW RATING)

# TECHNICAL QUALIFICATION REQUIREMENT

The Bidder should have manufactured, tested and supplied 400 KV or above class clamp & connectors in last 5 years from schedule date of technical bid opening of this tender.

SUPPOR	SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDER ALONG WITH TECHNICAL BID				
SL NO	Required Criteria	Supporting Documents to be submitted by bidder along with technical bid			
1	Proof of Design	Approved drawings/ Approved quality plan/factory inspection test report etc. establishing bidder as manufacturer of offered item.			
2	Proof of Supply	Purchase order/dispatch clearance/ LR/Material receipt certificate at site etc. establishing bidder as proven supplier of offered item.			
3	Proof of Erection	Test report approval from customer/test report etc. establishing successful tested design.			

	Signature of the 19uthorized representative of
lace:	
Date :	 Bidder's name :
	Designation:
	Company Seal:

PROJECT:	: PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

GEM Bid no.----

**Annexure-II** 

# For Bikaner-II:

SN	ACTIVITY	ACTIVITY TIME	SCOPE
		[ in weeks ]	
1.	Input to Vendor from BHEL	1	BY BHEL
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	2	BY SUPPLIER
3.	Approval of document/s and issue of manufacturing clearance by BHEL	2	BHEL SCOPE
4.	Manufacturing time Including time of raising Inspection Call	16	BY SUPPLIER
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	1	BY SUPPLIER
	Activity Time for supply:	24 weeks	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	Total Time including Type tests (if required)	32 Weeks	

# For Bikaner-III:

SN	ACTIVITY	ACTIVITY TIME	SCOPE
		[ in weeks ]	
1.	Input to Vendor from BHEL	1	BY BHEL
2.	Submission of Documents necessary for getting manufacturing clearance like Drawings, Data sheet, MQP etc.	2	BY SUPPLIER
3.	Approval of document/s and issue of manufacturing clearance by BHEL	2	BHEL SCOPE
4.	Manufacturing time Including time of raising Inspection Call	18	BY SUPPLIER
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	1	BY SUPPLIER
	Activity Time for supply:	26 weeks	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	Total Time including Type tests (if required)	34 Weeks	

- 1. Inspection call to be issued 2 weeks 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 supplier.

PROJECT:	: PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

- 3. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.
- 4. Vendor to ensure resubmission of drawings/documents within 7 days from the date of comment from BHEL. Any delay in resubmissions w.r.t 7 days shall be reduced from Activity No.3 as above.
- 5. Qty. 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 Supplier.

	Signature of the authorised representative of
Place:	
Date :	 Bidder's name :
	Designation:
	Company Seal:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

GEM Bid no	-
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Annexure-III

	CONTACT DETAILS	S OF BIDDER
Works Address-		
Communication		
Address-		
1 10 01 000		
Details of contact person	for clarification regarding bid	l:
Contact Person Name:		
Designation:		
Email Id.:		
Mobile No.:		
Landline No.:		
		Signature of the authorised representative of
Place:	······	
Date :		Bidder's name :
		Designation:
		Company Seal:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
PROJECT.	FGCIL BIRANER-2 (EXTIN.), FGCIL BIRANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-IV** 

# **UNPRICED BID**

Note- Bidder to mention "Quoted" / "Not quoted" in each applicable cell against each line item.

S.N 1	PGCIL BIKANER-2 (EXTN.)	Item descriptions as per BHEL Technical specification  SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CB CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	<b>Unit</b> NO	Qty 12	Unit Ex- works (Rs.)	Total Ex- works (Rs.)	Unit F & I Charge s (Rs.)	Total F & I Charge s (Rs.)	GST @ 18%	Total price incl GST
2	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	12						
3	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	16						
4	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	12						
5	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR QUAD BERSIMIS	NO	14						

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

6	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, LA CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, SLIDING THROUGH TYPE	NO	6			
7	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 2000A, CVT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	6			
8	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, SLIDING THROUGH TYPE	NO	10			
9	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO QUAD CONDUCTOR AS PER TS	NO	10			
10	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 2000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	6			
11	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR QUAD BERSIMIS TO QUAD BERSIMIS	NO	12			
12	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD MOOSE TO QUAD BERSIMIS	NO	6			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

13	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD MOOSE TO TWIN BERSIMIS	NO	6			
14	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 4000A, FLEXIBLE SPACER SUITABLE FOR QUAD BERSIMIS	NO	6			
15	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 4000A, RIGID SPACER SUITABLE FOR QUAD BERSIMIS	NO	48			
16	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 2000A, RIGID SPACER SUITABLE FOR TWIN BERSIMIS	NO	30			
17	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR QUAD BERSIMIS TO QUAD BERSIMIS	NO	6			
18	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR TWIN BERSIMIS TO TWIN BERSIMIS	NO	6			
19	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR QUAD MOOSE TO QUAD BERSIMIS	NO	6			
20	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR QUAD MOOSE TO TWIN BERSIMIS	NO	6			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

21	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CORONA BELL SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	16			
22	PGCIL BIKANER-2 (EXTN.)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, WELDING SLEEVE SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	8			
23	PGCIL BIKANER-2 (EXTN.)	CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE	NO	560			
24	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CB CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	174			
25	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CT CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	174			
26	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID TYPE	NO	200			
27	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, EXPANSION TYPE	NO	144			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

28	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR QUAD BERSIMIS	NO	127			
29	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, LA CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, SLIDING THROUGH TYPE	NO	18			
30	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 2000A, CVT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	18			
31	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, SLIDING THROUGH TYPE	NO	78			
32	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, BPI CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS, RIGID - EXPANSION TYPE	NO	63			
33	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 2000A, BPI CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	21			
34	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 2000A, REACTOR BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	6			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

35	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 3150A, BUSHING CONNECTOR SUITABLE FOR QUAD BERSIMIS	NO	34			
36	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO QUAD CONDUCTOR AS PER TS	NO	116			
37	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 2000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4.5 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	18			
38	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR QUAD BERSIMIS TO QUAD BERSIMIS	NO	177			
39	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR QUAD BERSIMIS TO TWIN BERSIMIS	NO	21			
40	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BERSIMIS	NO	60			
41	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD MOOSE TO QUAD BERSIMIS	NO	18			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

42	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD MOOSE TO TWIN BERSIMIS	NO	18			
43	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 4000A, FLEXIBLE SPACER SUITABLE FOR QUAD BERSIMIS	NO	1635			
44	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 4000A, RIGID SPACER SUITABLE FOR QUAD BERSIMIS	NO	570			
45	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR TWIN BERSIMIS	NO	21			
46	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 2000A, RIGID SPACER SUITABLE FOR TWIN BERSIMIS	NO	228			
47	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	375			
48	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR QUAD BERSIMIS TO QUAD BERSIMIS	NO	138			
49	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR TWIN BERSIMIS TO TWIN BERSIMIS	NO	36			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

50	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : PG CLAMP SUITABLE FOR QUAD MOOSE TO QUAD BERSIMIS SUPPLY- CLAMPS &	NO NO	18			
	BIKANER-3 (NEW)	CONNECTORS : PG CLAMP SUITABLE FOR QUAD MOOSE TO TWIN BERSIMIS					
52	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	27			
53	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, CORONA BELL SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	96			
54	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 420KV, 63KA FOR 1S, 3150A, WELDING SLEEVE SUITABLE FOR 4.5 INCH IPS AL TUBE	NO	168			
55	PGCIL BIKANER-3 (NEW)	CLAMPS & CONNECTORS PG CLAMP FOR SHIELD WIRES OF DIA 10.98MM	NO	184			
56	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: STRAIN CLAMP FOR SHIELD WIRE 10.98MM DIA	NO	122			
57	PGCIL BIKANER-3 (NEW)	CLAMPS & CONNECTORS CLAMP FOR 10.98MM DIA SHIELD WIRE ON LATTICE / PIPE STRUCTURE	NO	906			
58	PGCIL BIKANER-3 (NEW)	CLAMPS & CONNECTORS PAD CONNECTOR TO SUIT 10.98MM DIA GS WIRE AND 75X12 MM GS FLAT	NO	64			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

59	PGCIL BIKANER-3 (NEW)	CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE	NO	1040 0			
60	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, CB CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, EXPANSION TYPE	NO	72			
61	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 3150A, CB CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, EXPANSION TYPE	NO	24			
62	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, CT CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, RIGID TYPE	NO	42			
63	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, CT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	30			
64	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2500A, CT CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, RIGID TYPE	NO	24			
65	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, ISOLATOR (TANDEM) CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS	NO	66			
66	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, ISOLATOR (TANDEM)	NO	72			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

		CONNECTOR SUITABLE FOR TWIN BERSIMIS					
67	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, RIGID TYPE	NO	87			
68	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, EXPANSION TYPE	NO	51			
69	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 1600A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	6			
70	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, RIGID TYPE	NO	30			
71	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 3150A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR QUAD BERSIMIS	NO	18			
72	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, BPI CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS, RIGID/SLIDING THROUGH TYPE	NO	118			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)					
ITEM:	Clamps-Connectors					
SUBJECT:	Bid Specific ATC					
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025					

73	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2000A, BPI CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	15			
74	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2000A, CVT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	27			
75	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2000A, BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	15			
76	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	528			
77	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : 220KV, 50KA FOR 1S, RIGID SPACER SUITABLE FOR QUAD BULL	NO	12			
78	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 4000A, FLEXIBLE SPACER SUITABLE FOR QUAD BERSIMIS	NO	915			
79	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : 220KV, 50KA FOR 1S, 4000A, RIGID SPACER SUITABLE FOR QUAD BERSIMIS	NO	60			
80	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2000A, FLEXIBLE SPACER SUITABLE FOR TWIN BERSIMIS	NO	102			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)					
ITEM:	Clamps-Connectors					
SUBJECT:	Bid Specific ATC					
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025					

81	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : 220KV, 50KA FOR 1S, 2000A, RIGID SPACER SUITABLE FOR TWIN BERSIMIS	NO	460			
82	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BERSIMIS	NO	18			
83	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD BULL TO TWIN BERSIMIS	NO	66			
84	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR QUAD BERSIMIS TO QUAD BERSIMIS	NO	39			
85	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR QUAD BERSIMIS TO TWIN BERSIMIS	NO	90			
86	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 2000A, TEE CONNECTOR SUITABLE FOR TWIN BERSIMIS TO TWIN BERSIMIS	NO	15			
87	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, TEE CONNECTOR SUITABLE FOR SINGLE MOOSE TO SINGLE BERSIMIS	NO	30			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)					
ITEM:	Clamps-Connectors					
SUBJECT:	Bid Specific ATC					
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025					

88	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS TO QUAD CONDUCTOR AS PER TS	NO	6			
89	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, 4000A, TEE CONNECTOR SUITABLE FOR AL TUBE 4 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	18			
90	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, 50KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BULL	NO	9			
91	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : 220KV CORONA BELL SUITABLE FOR 4 INCH IPS AL TUBE	NO	10			
92	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 220KV, WELDING SLEEVE SUITABLE FOR 4 INCH IPS AL TUBE	NO	133			
93	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, 1250A, CB CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	4			
94	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, NGR CONNECTOR SUITABLE FOR TWIN CONDUCTOR	NO	4			
95	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : 145KV, 31.5KA FOR 1S, LA	NO	2			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

		CONNECTOR SUITABLE FOR TWIN BERSIMIS					
96	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID/SLIDING THROUGH TYPE	NO	9			
97	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, TUBE CUT	NO	23			
98	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, BPI CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	18			
99	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, TEE CONNECTOR SUITABLE FOR TWIN BERSIMIS TO TWIN BERSIMIS	NO	8			
100	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 31.5KA FOR 1S, TEE CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	23			
101	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 145KV, 1250A, REACTOR BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	13			
102	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : WELDING SLEEVE SUITABLE FOR 3 INCH IPS AL TUBE	NO	292			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

103	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS : END CAP SUITABLE FOR 3 INCH IPS AL TUBE	NO	202			
104	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, 1250A, CB CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	12			
105	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, CT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	12			
106	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, 1250A, ISOLATOR (HDB) CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	12			
107	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, PT CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	6			
108	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, 1250A, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, SLIDING THROUGH TYPE	NO	146			
109	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, 1250A, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID - EXPANSION TYPE	NO	164			
110	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: TEE CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	364			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

111	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 72.5KV, 25KA FOR 3S, 1250A, BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	44			
112	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID/SLIDING THROUGH TYPE	NO	52			
113	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, BPI CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID - EXPANSION TYPE	NO	67			
114	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, BPI CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	19			
115	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, 2000A, BUSHING CONNECTOR SUITABLE FOR TWIN BERSIMIS	NO	19			
116	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, 1250A, TEE CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS TO TWIN CONDUCTOR AS PER TS	NO	69			
117	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, CT CONNECTOR SUITABLE FOR AL TUBE 3 INCH IPS, RIGID TYPE	NO	6			

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

118	PGCIL BIKANER-3 (NEW)	SUPPLY- CLAMPS & CONNECTORS: 33KV, 25KA FOR 3S, CT (NEUTRAL) CONNECTOR SUITABLE FOR 75X12 MS FLAT	NO	6				
				22115				
				1	OTAL =			
I		TOTAL COST TO BE	HEL IN	CLUSIV	/E GST =			

	Signature of the authorized representative of
Place:	
Date:	 Bidder's name :
	Designation:
	Company Seal:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
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ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-V** 

## DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted	in the Letter Head of the Entity	/Firm providing certificate as applicable)
To,		
(Write Name & Address of Offi	icer of BHEL inviting the Tender	)
Dear Sir,		
	n local content in line with Publ E <sup>th</sup> June, 2020 and subsequent o	ic Procurement (Preference to Make in India), order(s).
Ref: 1) GeM Bid Specification N	No:	
2) All other pertinent issu	es till date	
organization here) has a local of local supplier' / 'Class II local supplier' / 'Class	content of % and this r	
3	4	
Thanking you,		
Yours faithfully,		
		(Signature, Date & Seal of Authorized Signatory of the Bidder)
** - Strike out whichever is not	applicable.	

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

### Note:

- 1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- 3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

Annexure-VI

### **CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To, (Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,
Subject: No Deviation Certificate
Ref: 1) GeM Bid No:
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.  We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.  We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.  We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.
Thanking you, Yours faithfully,
(Signature, date & seal of authorized representative of the bidder)  Date: Place:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-VII** 

DECLARATION FOR RELATION IN BHEL
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer o Bidder is liable to be summarily rejected)
To, (Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,
Sub: Declaration for relation in BHEL
Ref: 1) GeM Bid Specification No:
I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/ Director(s) employed in BHEL-
Tick (√) any one as applicable:
<b>1.</b> The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL
OR  2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:
i. ii. (Signature, Date & Seal of Authorized Signatory of the Bidder
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.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-VIII** 

### Clause regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 as per Government of India order OM No.6/18/2019-PPD dated 23.07.2020

- **I.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- **II.** "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 failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder 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 entitles 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
- **IV.** The beneficial owner for the purpose of (iii) above will be as under:
- 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-**

- "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 shareholder's agreements or voting agreements;
- 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;
- 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;
- 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;
- 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.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

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

**VI.** 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.

\* 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.

<sup>\*</sup> List of 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/)

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-IX** 

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017 (To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)
To,
(Sh. Gaurav Agarwal
5 <sup>th</sup> floor, BHEL Sadan, Film city, Noida Sector-16A)
Dear Sir,
Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
Ref: 1) GeM Bid Specification No:
I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).
I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.
Thanking you, Yours faithfully,
(Signature, Date & Seal of Authorized Signatory of the Bidder)
<b>Note:</b> 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.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
PROJECT.	FGCIL BIRANER-2 (EXTIN.), FGCIL BIRANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

Annexure-X

# No.25-111612018-PG Government of India Ministry of Power Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001 Tele Fax: 011-23730264

Dated 02/07/2020

ORDER

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-today 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:-

- 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.
- All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
- 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
- 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.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).

(Goutam Ghosh)

Director Tel: 011-23716674 To:

- 1. All Ministries/Departments of Government of India (As per list)
- Secretary (Coordination), Cabinet Secretariat
- Vice Chairman, NITI Aavog

सेवा भवन, आर. के. पुरम-1, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-mdcea@vic.in वेबसाइट:

Sewa Bhawan, R.K Puram-I, New Delhi - 110066 Tele: 011-26732257 Email: ce-mdcsa@nic.in Website: www.cea.nic.in

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

-XI

	Annexure
	Vendor Compliance format in bidder's letter head
In view of order No. 25	5-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI
GeM BID NO	<del></del>
Network are in strict co	l equipment, components, and parts imported for use in the Power Supply System and ompliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-2.07.2020. The imported component(s), part or assembly item(s) does not carry any
•	of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to or cancellation of contract, which is awarded by BHEL.
Place:	Signature of the authorised representative of
Date :	Bidder's name :  Designation:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-XII** 

UNDERTAKING
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)
To,
(Sh. Gaurav Agarwal
5 <sup>th</sup> floor, BHEL Sadan, Film city, Noida Sector-16A)
Dear Sir/Madam,
Deal Sil/Madam,
Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS
Ref: GeM Bid Specification No:
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.
Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)
Diago
Place:
Date:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

**Annexure-XIII** 

### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder) (Sh. Gaurav Agarwal 5<sup>th</sup> floor, BHEL Sadan, Film city, Noida Sector-16A) Dear Sir, Sub: Declaration by Authorised Signatory Ref: 1) GeM Bid Specification No: ..... 2) All other pertinent issues till date I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification. 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. Yours faithfully, (Signature, Date & Seal of Authorized Signatory of the Bidder) Date: **Enclosed: Power of Attorney** 

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
ITEM:	clamps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

**Annexure-XIV** 

(Signature, Date & Seal of Authorized Signatory of the Bidder)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER  (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)				
To,				
(Sh. Gaurav Agarwal				
5 <sup>th</sup> floor, BHEL Sadan, Film city, Noida Sector-16A)				
Dear Sir,				
Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.				
Ref : 1) GeM Bid No. & Date:				
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.				
Yours faithfully,				

Date:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
	The state of the s			
ITEM:	amps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

**Annexure-XV** 

	NON-DISCLOSURE CERTIFICATE  (To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)	
	nderstand that BHEL <b><tbg></tbg></b> is committed to Information Security Management System as per their ation Security Policy.	
Hence,	I/We M	1/s
who ar	re submitting offer for providing services to BHEL <b><tbg></tbg></b> against GeM Bid	
0	To maintain confidentiality of documents & information which shall be used during the execution of the Contract.	ıe
0	The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL <b><tbg></tbg></b> .	n
Date:	(Signature, date & seal of Authorized Signatory of the bidder)	

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
ITEM:	clamps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

**Annexure-XVI** 

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)				
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 : (for payment confirmation)				
NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit ohotocopy of the same				

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
	The state of the s			
ITEM:	amps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

**Annexure-XVII** 

### 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 N, whose signature given below herewith to be true and lawful Attorney	
M/s hereinafter called 'Company', for submitting Tender/entering into Contra	act
and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bhar	
Heavy Electricals Ltd, Central Procurement Cell (CPC), in connecti withvide GeM Bid	
No:, dated	
And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawful 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 hereinaft appearing on the document.	er
Dated at, this day of	
Director/CMD/Partner/Proprietor	
Signature of Mr (Attorney)	
Attested by: Director/CMD/Partner/Proprieto	r
Witness	
Notary Public	

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
	The state of the s			
ITEM:	amps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

### **ANNEXURE-XVIII**

### **CHECKLIST FOR SUPPLY BILLS**

Name o	f Project						
Package	Description						
Invoice	No. & Date						
PO No.	& Date						
Sl. No.	Documents	Copies	Check Points	Page	Vendor Remarks	Verification by MM	Verification by Finance
	Required			No.	(Y/ N/ NA)	(Y/ N/ NA)	(Y/ N/ NA)
			Please ensure GST complaint invoice in original				
		1 Original + 2 Copy	Consignee address: BHEL     C/o followed by site address				
	Original for Buyer Invoice - GST compliant invoice		3. Item description and unit of quantity are matched with PO				
			4. Buyer address and GSTN No. as required (TBG Noida or Nodal agency)				
1			5. PO No. and Date, LR No. and Date, Vehicle No. and Project Name are mentioned				
			6. Invoiced quantity are not more than the PO quantity and MICC quantity				
			7. Ex-works unit rate, Taxes and F&I rates are same as per PO				
			8. Signed and stamped by vendor				
2	Receipted LR (signed & stamped)/ confirmation from	1 Original + 2 Copy	Consignee address: BHEL     C/o followed by site address				
		2 500,	In case of material purchased from sub vendor,				

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

	cito rogardina		Consignos address Varidaria		
	site regarding		Consignee address Vendor's		
	receipt of packages/		name C/o BHEL C/o site		
	boxes		address		
			3. Vendor's Invoice No. and		
			Vehicle No. are mentioned		
			verlicie No. are mentioned		
			4. No. of boxes/ No. of		
			packages are same as per		
			Packing List		
			, asiming List		
			5. In case of and adverse		
			remark on LR (Like shortages/		
			damages/ broken, etc.),		
			clarification from site/ MM/		
			Commercial is needed		
			6. LR is readable		
			7. In case of photocopy, LR is		
			verified by MM		
			,		
			8. LR Date is after the Date of		
			MICC/ (MDCC if issued) or		
			same Date		
			1. PO No. and Date, LR No.		
			and Date, Invoice No. and		
			Date, Site Name and Address,		
			Consignor and Consignee		
			Address are mentioned		
	Packing list -				
	showing number of		2. Item description and		
3	packages, and gross	1 Original +	quantity are matched with		
	weight/ net weight	2 Copy	Invoice and PO		
	(if applicable)		3. Signed and stamped by		
			vendor		
			vendoi		
			4. No. of packages/ Item		
			descriptions are matched with		
			MRC and LR		
			1. BHEL MICC has been issued		
			prior to the Date of dispatch		
			or on same Date		
4	MICC from BHEL	1 Original +			
-	WHICE HOLLI BILL	2 Copy	2. In case where MICC Date is		
			after the Date of dispatch then		
			MDCC Date is same or prior to		
			the Date of dispatch		

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

			3. Project Name, PO, PO Date, Vendor's Name and Address is correct		
			4. Item description, Quantity and unit of quantity are same as per PO and Invoice		
			5. All hold point in MICC, if any, have been resolved before submission of bill		
			6. Signed and stamped by BHEL Executive		
			7. MICC and MDCC quantity are not less than Invoice quantity and cover all invoiced items		
			1. Project Name, PO No., Invoice No., LR No. and Date are mentioned		
5	Guarantee Certificate	1 Original + 2 Copy	2. Guarantee Certificate is strictly matched with PO T&C		
			3. Signed and stamped by vendor		
			Ensure submission of BG directly from Bank before supply of material so that BG confirmation may be arranged before processing the bill		
			Bill can be processed only after receipt of BG confirmation directly from bank		
6	Bank Guarantee	1 Сору	3. It should be in the name of BHEL, TBG Noida with registered office address Siri Fort, New Delhi		
			4. It should be in prescribed format		
			5. BG value and validity plus claim period should be minimum as specified in PO/RC. Please check before supply. If BG extension is		

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
ITEM:	Clamps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

			required please arrange the same		
			6. Vendor's name address should be same as per PO		
			7. PO No./ RC No. and Date should be correct		
			Invoice No. and Date,     Vendor's Name, Place from     Consignor to Consignee are     mentioned		
			2. It has not been issued later than the LR Date		
			3. Insured value is not less than the Invoice value		
	Incurance	1 Original +	4. Signed and stamped by Insurance Company		
7	Insurance Certificate	1 Original + 2 Copy	5. In case of Open Insurance Policy, declaration has been submitted to Insurance Company as per declaration clause of Open policy and copy of open policy is also enclosed		
			6. In case of any discrepancy, consent of Commercial is required for processing the bill and amount will be deducted for invalid Insurance certificate		
			PVC (If applicable) Invoice is submitted along with the Dispatch Invoice		
	PVC (if applicable) Invoice is submitted	ice is submitted 1 Original + g with the 2 Copy	PVC Invoice is attached along with Supply Invoice		
8	along with the Dispatch Invoice		2. Calculation sheet and applicable PVC indices are also enclosed		
			3. If delay in delivery, then PVC indices are as per PO conditions		
9	Material Receipt Certificate		1. LR No. and Date, Invoice No. and Date, Vehicle No. and		

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)		
ITEM:	Clamps-Connectors		
SUBJECT:	Bid Specific ATC		
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025		

			Date, Site Name an address				
			are mentioned				
			2. Date of receipt of material				
			3. Item description and				
			quantity are same as per				
			Invoice/ Packing List				
			4. It is signed and stamped by				
			Site Executive				
			5. In case of any shortages/				
			damages/ adverse remark,				
			clarification is needed				
10	Other Documents		To be seen as per specific				
10	other bocaments		requirement of PO				
			To be filled by BHEL-MM on	ly		I	
	Date of Submission						
11	of Last Billing		Date to be mentioned				
	Document						
	LD Calculation, if		Calculation Sheet of LD due to				
12	applicable, as per		delay in delivery is attached				
	PO						
	Receipted LR						
	(signed &		Damages, if any mentioned in				
10	stamped)/ confirmation from	1 Conv	the Receipted LR have been		<u>o</u>		
13	site regarding	1 Copy	accounted for. Withheld		end		
	receipt of packages/		amount, if any		>		
	Boxes				edt		
					Not to be filled by Vendor		
	Packing List - showing number of		If Packing List does not match with Purchase order (with		to		
	packages and gross		reference to Sl. No. 4 above),		Not		
14	weight & net	1 Original	Engineering/ MM acceptance		_		
	weight (if		as to the completeness is				
	applicable)		enclosed				
	_	_	PO copy with original seal and				
15	PO copy	1 Copy	signature is attached along				
			with amendment, if any Relevant DANs are attached				
16	DAN	1 Сору	duly signed by MM				
-0	5,114	т сору	representative				
			•				
*Note:	-		cument is not applicable, same sh	ould be me	ntioned. All P	ages to be nui	mbered
	upward from the bott	om nage					

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
ITEM:	Clamps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

Invoice Control No.		Vendor Signature	MM Signature	Finance Signature
		Date:	Date:	Date:

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)			
ITEM:	Clamps-Connectors			
SUBJECT:	Bid Specific ATC			
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025			

**Annexure-XIX** 

### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:
To Date
NAME
& ADDRESSES OF THE BENEFICIARY
Dear Sirs, In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assignst incorporated under the Companies Act, 1956 and having its registered office at through its Unit at
we, (hereinafter referred to as the Bank), having registered/Head office at
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Ban 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 raise by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrate or any other authority, our liability under this present being absolute and unequivocal. The payment so made bus under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor Contractor / Supplier shall have no claim against us for making such payment.
We thebank 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/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till a

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025

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 Vendor / 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 Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including...... 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 Vendor / 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 ......we shall be discharged from all liabilities under this guarantee thereafter.

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......
- b) This Guarantee shall be valid up to ......

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

c) Unless the Bank is served a written claim or demand on or before 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 o (Name of the Bank
Dated
Place of Issue
1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited
2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4 CONTRACT VALUE
5 PROJECT/SUPPLY DETAILS 6 BG AMOUNT IN FIGURES AND WORDS
7 VALIDITY DATE
8 DATE OF EXPIRY OF CLAIM PERIOD

- Note:
- 1. Suppliers/vendors are advised that expiry of claim period may be kept 3-6 months after validity date.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier/Bank issuing the guarantee.

PROJECT:	PROJECT: PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
PROJECT.	PROJECT: PGCIL BIRANER-2 (EXTIN.), PGCIL BIRANER-3 (NEW)	
ITEM:	M: Clamps-Connectors	
SUBJECT:	SUBJECT: Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

**Annexure-XX** 

### LIST OF CONSORTIUM BANK FOR BANK GUARANTEE

SI. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

**Annexure-XXI** 

### INSPECTION REQUEST

1.	Name & Address of Supplier	¥
2.	Project	2
3.	Purchase Order No. , Revision No. & Date	27

4.	Details of	equipment /	Material	to be	Inspected
----	------------	-------------	----------	-------	-----------

SI.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.	Q.	1	s 33	1	2	26
2.		2			3	38
	)	8 8			9	*
		* *			*	*
		*	*		<u> </u>	
		<u> </u>			3	*
	2	9. 3	-			de la companya de la

5.	For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection	: Yes <del>/ No.</del>
<del>6.</del>	Whether GTP/ Drgs approved in Category – 1 available at place of inspection	: Yes <del>/ No.</del>
7.	Whether Quality Plan approved in Category – 1 available at place of inspection	: Yes <u>/ No</u> .
8.	Whether all type tests approved by Engineering	: Yes <del>/_ No_</del>
(a	Place of Inspection & Address	5
9.	(b) Name & contact No. of supplier rep. for inspection	:
10.	Sub – supplier contact person's name & contact no.	12
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

> Signature Name Contact No. : Date

#### Distribution:

1. Material Management, BHEL, New Delhi

14. No of road permits required

#### Note:

Unsigned inspection request & Inspection requests not given in this format are not accepted.

Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier 2. should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.

PROJECT:	PGCIL BIKANER-2 (EXTN.), PGCIL BIKANER-3 (NEW)	
ITEM:	Clamps-Connectors	
SUBJECT:	Bid Specific ATC	
GeM bid No.	GEM/2025/B/6067215 Dated 18-03-2025	

**Annexure-XXII** 

### Assessment report from Contractor for proposed sub-vendor along with following enclosures (to the extent available) for customer approval:

- 1. Registration / License of the works
- 2. Organization chart with name and qualification of key persons
- 3. List of Plant and Machinery.
- 4. List of testing equipment with their calibration status.
- 5. List of Raw material, bought out items with sourcing details
- 6. List of out-sourced services with sourcing details.
- 7. List of supply in last three years.
- 8. Third party approval, if any (viz. ISO, BIS),
- 9. Pollution clearance wherever applicable
- 10. Energy Conservation & Efficiency report

(Applicable to industries having contract load more than 100 KVA)

- 11. Formats for RM, in process and acceptance testing
- 12. Type test approvals conducted in last 5 years, if applicable
- 13. Performance Certificates from customers
- 14. Photographs of factory, plant and machinery & testing facilities

### 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 - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context

	and
along with addre unless repugnan the OTHER PAR	ess), hereinafter referred to as "The Bidder/ Contractor" which expression to the context or meaning hereof shall include its successors or assigns on T
	<u>Preamble</u>
The Principal int	ends to award, under laid-down organizational procedures, contract/s fo
	. The Principal values full compliance with al
relevant laws of resources, and o	the land, rules and regulations, and the principles of economic use of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).
who will monitor	ve these goals, the Principal will appoint Independent External Monitor(s) the tender process and the execution of the contract for compliance with the ned above.

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- No employee of the Principal, personally or through family members, will in 1.1.1 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.
- 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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 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.

### Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal	For & On behalf of the Bidder/
	Contractor
(Office Seal)	(Office Seal)
Place	
Date	
Witness:	Witness:
(Name & Address)	(Name & Address)

### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No
Date
То
(Employer's Name and Address)
Dear Sirs,
In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender
Nohaving its registered
office at
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
Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled 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 of5
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.
) 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
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 upto 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
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,

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
	Bank, have power to issue this Guarantee under law and the undersigned as a duly ized person has full powers to sign this Guarantee on behalf of the Bank.
	For and on behalf of (Name of the Bank)
1	

<sup>&</sup>lt;sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender

<sup>&</sup>lt;sup>2</sup> Name and Address of the Tenderer

<sup>&</sup>lt;sup>3</sup> Details of the Work

<sup>&</sup>lt;sup>4</sup> Name of the Employer <sup>5</sup> BG Amount in words and Figures

<sup>&</sup>lt;sup>6</sup> Validity Date

<sup>&</sup>lt;sup>7</sup> Date of Expiry of Claim Period