

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

1.	For any technical clarification , please contact Mr. Vyom (TBEM), Contact No. 0120-2218936; e-mail: vyom@bhel.in
2.	For any commercial clarification , please contact Mr. Amit Kumar, Engineer (TBMM). Contact No. 0120-2218839; e-mail: amitk@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 1 set 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 bill as per check-list on Suvidha portal. * For MSE vendors, payment shall be made as per MSMED act. Note: • 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 26 Weeks (182 days) for PGCIL HVDC Khavda project & 28 weeks (196 days) for PGCIL HVDC Nagpur project 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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.

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, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

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

8. Reverse Auction:

Bid to RA is applicable with H1 elimination.

9. Technical Specification:

Technical specification no. TB-437-316-019 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).

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 for extension, 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:
For KPS II : Khavda Pooling Station-2, RE Park, at great Rann of Kutch, Khavda-Vighakote Highway Near Khavda, District-Kutch, Gujarat-370510 For Nagpur: Actual address shall be informed later Actual site location and consignee details shall be shared with successful bidder(s) during project execution.	
14.	Bill to Address:
Shall be informed later	
15.1	Validity of offer
120 days from Bid end date (Bid opening date).	
15.2	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. The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days (or any other time period informed by BHEL, without affecting the project completion schedule) 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, the same shall be considered as breach of the contract and BHEL may proceed as per provisions mentioned in this NIT 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 or through legal remedies.	

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
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GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

If the Facilities or any part thereof cannot be used by reason of any defect and/or making good of such defect, then upon correction of the defects in the Facilities or any part thereof by replacement/repair, such replacement/repair shall have the Defect Liability Period extended by a period of Twelve (12) months from the time such replacement/repair of the facilities or any part thereof is made good.

Note: In addition to the above guarantee period, Extended Guarantee / Warranty, if any, shall be as per NIT / Technical Specifications.

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-XVIII.**

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned above. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. While the base Performance Security is refundable upon successful completion of contractual obligations, the enhanced interest component will be retained/recovered by BHEL and will not be returned to the vendor. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

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 COMPANY	TRANSMISSION BUSINESS GROUP, 5 TH FLOOR, BHEL 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

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

- 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 the vendor 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.
- 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 $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly.
- 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.
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19.	Acceptance of Offer:
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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 techno-commercial 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-XXI** along with their offer for approval from the ultimate customer. However, if any proposal for

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SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 & subsequent order No. A-1/2021-FSC-Part-(5) dated 16.11.2021 of MOP. 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%.

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 **+/- 30%** of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within 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**.

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

27.	Evaluation Criteria:
	Evaluation shall be done on total cost to BHEL basis after considering GST benefits.
28.	Breach of contract, remedies and termination
(A) Breach of contract and Termination: Following conditions shall be considered as breach of contract: - 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. - 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. - The Supplier/Vendor delivers equipment/ material not of the contracted quality. - The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. - Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. - Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. - Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. - Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. - 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: - Wherein the period as stipulated in the notice issued under clause 31.1 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.	

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

(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: (iii.1) In case the amount recovered under clause 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. (iii.2) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. c) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. (iv) 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. (v) 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: 1. 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:
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PROJECT:	PGCIL HVDC Khavda Nagpur
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SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	LD against delay in executed supply shall be calculated in line with LD clause, 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. $T2 = [1 - (X/Y)] \times T1$ - 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 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 31.1- 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

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	1996 or any statutory modification thereof and as provided in – “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com). 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: - 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 31.1 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, ie. “IIAC” (India International Arbitration Centre) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution. - 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. - After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions ie. “IIAC” (India International Arbitration Centre) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. - The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. - The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi. - Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi. - 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
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PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	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: 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
	1. "Force Majeure" shall mean circumstance which is: - beyond control of either of the parties to contract, - either of the parties could not reasonably have provided against the event before entering into the contract, - having arisen, either of the parties could not reasonably have avoided or overcome, and - 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:

PROJECT:	PGCIL HVDC Khavda Nagpur
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SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	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, (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

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	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 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: - Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. - Buyer Added Bid Specific ATC - GeM Bid Technical Conditions of Contract (TCC) - 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. <table border="1"> <thead> <tr> <th>Type under MSE</th><th>SC/ST owned</th><th>Women owned</th><th>Others (excluding SC/ ST & Women Owned)</th><th></th></tr> </thead> <tbody> <tr> <td>Micro</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Small</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> Note:				Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)		Micro					Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)																
Micro																			
Small																			

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	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 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	Consequential Loss:
	Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
42	TreDS Platform:
	TBG is registered with with RXIL (TReDS)/ Invoicemart (M/s A. TREDs Ltd.) / M1xchange (M/s Mynd Solutions Pvt. Ltd.) platforms. MSME bidders are requested to get registered with above platforms to avail the facility as per GoI guidelines.
43	Interest Liability:
	In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi-judicial authority between BHEL and the Supplier / Contractor.

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

44	Placement of Purchase order														
	Purchase Oorder/Contract shall be placed through GeM portal. Apart from it, two Purchase Orders (site-wise) shall be placed through our system for regularization purpose.														
45	For supply orders placed on Indian Suppliers: <i>Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.</i>														
46	INTEGRITY PACT														
	Bidders shall have to enter into Integrity Pact (Annexure-XXII) with BHEL, duly signed with seal, failing which bidder’s offer shall be liable for rejection. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><td>Sl. No.</td><td>IEM</td><td>Email</td></tr><tr><td>1.</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr></table> The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are provided below: Details of contact person(s): Details of contact person(s): <table><tr><td>1. Name: Gaurav Agarwal Deptt: TBG-MM</td><td>2. Name: S K Shukla Deptt: TBG-MM</td></tr></table>	Sl. No.	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	1. Name: Gaurav Agarwal Deptt: TBG-MM	2. Name: S K Shukla Deptt: TBG-MM
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1. Name: Gaurav Agarwal Deptt: TBG-MM	2. Name: S K Shukla Deptt: TBG-MM														

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	Address: 5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India Phone: 0120- 2218840 E-mail: gaurav.agarwal@bhel.in	Address: 5Th Floor, Plot No: 25, Sector-16A, Noida-201301, UP, India Phone: 0120- 2218796 E-mail: skshukla@bhel.in																
47	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. (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. <table><tr><td>NAME OF THE COMPANY</td><td>BHARAT HEAVY ELECTRICALS LTD</td></tr><tr><td>ADDRESS OF THE COMPANY</td><td>TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)</td></tr><tr><td>NAME OF BANK</td><td>STATE BANK OF INDIA</td></tr><tr><td>NAME OF BANK BRANCH</td><td>CAG-II NEW DELHI (17313)</td></tr><tr><td>CITY</td><td>NEW DELHI</td></tr><tr><td>ACCOUNT NUMBER</td><td>00000030206227732</td></tr><tr><td>ACCOUNT TYPE</td><td>CASH CREDIT</td></tr><tr><td>IFSC CODE</td><td>SBIN0017313</td></tr></table> a) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL- TBG, Noida (along with the offer). b) Fixed Deposit Receipt (FDR) (along with the offer) c) Bank Guarantee from any of the Scheduled Banks. (along with the offer) d) Insurance Surety Bonds (along with the offer) Notes: e) 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.		NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD	ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL 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
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PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	f) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period/ RA validity whichever is later. g) EMD shall not carry any interest (B) Forfeiture of Bid Security/ Earnest Money Deposit h) 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. i) 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 www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines. (C) Return of EMD j) 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 30th 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. k) 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.
48	Bidder to submit sealed and signed copy of the following while uploading bid in GeM portal: l) Bid Specific ATC: This document. m) Offer forwarding letter / tender Submission Letter n) Annexure-I: Pre-Qualification Requirement along with supporting documents. o) Annexure-II: Activity Schedule p) Annexure-III: Contact Details of Bidder q) Annexure-IV: Unpriced Bid r) Annexure-V: Declaration reg. minimum local content in line with revised public procurement s) Annexure-VI: Certificate of NIL Deviation t) Annexure-VII: Declaration for relation in BHEL u) 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 v) Annexure-X, XI: MOP circular and its compliance on bidder's letter head w) Annexure-XII: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings x) Annexure-XIII: Declaration by Authorized Signatory y) Annexure-XIV: Declaration by Authorized Signatory regarding Authenticity of submitted Documents z) Annexure-XV: Non-Disclosure Certificate aa) Annexure-XVI: Bank Account Details for E-Payment

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

	bb) Annexure-XVII: Power of Attorney for submission of tender cc) Annexure-XVIII: Format for Performance Security dd) Annexure-XIX: List of Consortium Bank for Bank Guarantee ee) Annexure-XX: Format for Inspection call ff) Annexure XXI: Documents required for vendor approval gg) Annexure XXII: Format for Integrity Pact. hh) Annexure XXIII: Format for EMD. Note: In case of non-receipt of above documents, offer of the bidder may be liable for rejection.
49	All other terms & conditions shall be as per GTC of GeM as on the date of floating of tender enquiry.

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM Bid No:

Having examined the tender documents against your GeM Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

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

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List (wherever applicable).

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-I

PRE QUALIFICATION REQUIREMENT

Annexure-TQR

TECHNICAL QUALIFICATION REQUIREMENT

Name of Project: **Powergrid KN800 HVDC**

Site 1 : Nagpur Site KN-800

Site 2 : Khavda Site KN-800

Name of Customer: **POWERGRID Corporation of India Limited**

Name of Item: **CLAMP & CONNECTORS**

TECHNICAL QUALIFICATION REQUIREMENT

The Bidder should have manufactured, tested and supplied 715kV or above class Clamp & Connectors in last 5 years from schedule date of technical bid opening of this tender.

SUPPORTING DOCUMENTS TO BE SUBMITTED BY BIDDER ALONG WITH TECHNICAL BID

Sr	Required Criteria	Supporting Documents
1	Manufacturing	Approved GTP / Approved Quality Plan / Factory Inspection Test Report etc. establishing bidder as manufacturer of offered item.
2	Supply	PO / Dispatch clearance / LR / Material Receipt certificate at site / etc. establishing bidder as proven supplier of offered item.
3	Testing	Test Report approval from customer / Test Report etc. establishing successful tested design.

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-II

ACTIVITY SCHEDULE

PGCIL HVDC Khavda

SN	ACTIVITY	ACTIVITY TIME [in weeks]	SCOPE
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	

PGCIL HCDC Nagpur

SN	ACTIVITY	ACTIVITY TIME [in weeks]	SCOPE
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	20	BY SUPPLIER
5.	BHEL/Customer Inspection & Dispatch Clearance	2	BHEL SCOPE
6.	Dispatch	1	BY SUPPLIER
	Activity Time for supply:	28 weeks	
8.	Time for conducting Type tests (if required)	8	BY SUPPLIER
	Total Time including Type tests (if required)	36 Weeks	

1. Inspection call should be given in the prescribed format only. Inspection calls not in the prescribed format shall not be entertained.

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

2. 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.

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-III

CONTACT DETAILS OF BIDDER

Works Address-	
Communication Address-	
Details of contact person for clarification regarding bid:	
Contact Person Name:	
Designation:	
Email Id.:	
Mobile No.:	
Landline No.:	

Place:

Date :

Signature of the authorised representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-IV

UNPRICED BID

Note- 1. Bidder to mention “Quoted” / “Not quoted” in each applicable cell against each line item.

2. Bidder may please note that Ex-works Price to be quoted for items having same ‘Material Code’ should be same. In case it is found that any bidder has quoted different Ex-works price for items having same ‘Material code’, then the lowest quoted ex-works price for that particular item(s) shall be considered for ordering purpose.

S.N	Site	Material Code	Item descriptions as per BHEL Technical specification	Unit	Qty	Unit Ex-works (Rs.)	Total Ex-works (Rs.)	Unit F & I Charges (Rs.)	Total F & I Charges (Rs.)	GS T @ 18 %	Total price incl GST
1	PGCIL HVDC KHAVDA	TB90946 75066	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BULL	NO	350						
2	PGCIL HVDC KHAVDA	TB90946 06945	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD LINE CONDUCTOR TO QUAD CONDUCTOR	NO	1						
3	PGCIL HVDC KHAVDA	TB90940 02596	SUPPLY- CLAMPS & CONNECTORS : 400KV, RIGID SPACER SUITABLE FOR QUAD BULL	NO	1170						
4	PGCIL HVDC KHAVDA	TB90946 02703	SUPPLY- CLAMPS & CONNECTORS : 420KV, 63KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	1620						
5	PGCIL HVDC KHAVDA	TB90946 55161	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, 2000A, PG CLAMP SUITABLE FOR SINGLE BULL TO SINGLE BULL	NO	200						

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

6	PGCIL HVDC KHAVDA	TB90900 04582	SUPPLY- CLAMPS & CONNECTORS : STRAIN CLAMP FOR SHIELD WIRE 10.98MM DIA	NO	400						
7	PGCIL HVDC KHAVDA	TB90900 02875	CLAMPS & CONNECTORS CLAMP FOR 10.98MM DIA SHIELD WIRE ON LATTICE / PIPE STRUCTURE	NO	2500						
8	PGCIL HVDC KHAVDA	TB90900 05935	SUPPLY- CLAMPS & CONNECTORS : PAD TYPE CLAMP FOR CONNECTING 10.98MM DIA. G.I. WIRE ON ONE SIDE AND 75X12MM GS STRIPS ON OTHER SIDE	NO	125						
9	PGCIL HVDC KHAVDA	TB90900 06931	SUPPLY- CLAMPS & CONNECTORS : RIGID SPACER SUITABLE FOR SHIELD WIRES OF DIA 10.98MM	NO	100						
10	PGCIL HVDC KHAVDA	TB90900 06924	SUPPLY- CLAMPS & CONNECTORS : FLEXIBLE SPACER SUITABLE FOR SHIELD WIRES OF DIA 10.98MM	NO	600						
11	PGCIL HVDC KHAVDA	TB90900 02886	CLAMPS & CONNECTORS PG CLAMP FOR SHIELD WIRES OF DIA 10.98MM	NO	100						
12	PGCIL HVDC KHAVDA	TB90900 02902	CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE	NO	8000						
13	PGCIL HVDC NAGPUR	TB90975 75072	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR HEX ZEBRA TO QUAD BULL	NO	24						
14	PGCIL HVDC NAGPUR	TB90975 75061	SUPPLY- CLAMPS & CONNECTORS : 765KV, 50KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE	NO	230						

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

			FOR QUAD BULL TO QUAD BULL								
15	PGCIL HVDC NAGPUR	TB90946 75066	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, 3150A, TEE CONNECTOR SUITABLE FOR QUAD BULL TO QUAD BULL	NO	500						
16	PGCIL HVDC NAGPUR	TB90970 25163	SUPPLY- CLAMPS & CONNECTORS : 765KV, 1000A, PG CLAMP SUITABLE FOR SINGLE BULL TO SINGLE BULL	NO	200						
17	PGCIL HVDC NAGPUR	TB90946 06945	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, TEE CONNECTOR SUITABLE FOR QUAD LINE CONDUCTOR TO QUAD CONDUCTOR	NO	1						
18	PGCIL HVDC NAGPUR	TB90970 06396	SUPPLY- CLAMPS & CONNECTORS : 765KV, PG CLAMP SUITABLE FOR HEX ZEBRA TO QUAD BULL	NO	20						
19	PGCIL HVDC NAGPUR	TB90940 02596	SUPPLY- CLAMPS & CONNECTORS : 400KV, RIGID SPACER SUITABLE FOR QUAD BULL	NO	1380						
20	PGCIL HVDC NAGPUR	TB90970 02704	SUPPLY- CLAMPS & CONNECTORS : 765KV, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	1410						
21	PGCIL HVDC NAGPUR	TB90946 02703	SUPPLY- CLAMPS & CONNECTORS : 420KV, 63KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR QUAD BULL	NO	1960						
22	PGCIL HVDC NAGPUR	TB90970 02592	SUPPLY- CLAMPS & CONNECTORS : 765KV, RIGID SPACER SUITABLE FOR QUAD BULL	NO	760						

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

23	PGCIL HVDC NAGPUR	TB90946 55161	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, 2000A, PG CLAMP SUITABLE FOR SINGLE BULL TO SINGLE BULL	NO	200						
24	PGCIL HVDC NAGPUR	TB90900 04582	SUPPLY- CLAMPS & CONNECTORS : STRAIN CLAMP FOR SHIELD WIRE 10.98MM DIA	NO	300						
25	PGCIL HVDC NAGPUR	TB90900 02875	CLAMPS & CONNECTORS CLAMP FOR 10.98MM DIA SHIELD WIRE ON LATTICE / PIPE STRUCTURE	NO	7000						
26	PGCIL HVDC NAGPUR	TB90900 05935	SUPPLY- CLAMPS & CONNECTORS : PAD TYPE CLAMP FOR CONNECTING 10.98MM DIA. G.I. WIRE ON ONE SIDE AND 75X12MM GS STRIPS ON OTHER SIDE	NO	275						
27	PGCIL HVDC NAGPUR	TB90900 06931	SUPPLY- CLAMPS & CONNECTORS : RIGID SPACER SUITABLE FOR SHIELD WIRES OF DIA 10.98MM	NO	100						
28	PGCIL HVDC NAGPUR	TB90900 06924	SUPPLY- CLAMPS & CONNECTORS : FLEXIBLE SPACER SUITABLE FOR SHIELD WIRES OF DIA 10.98MM	NO	600						
29	PGCIL HVDC NAGPUR	TB90900 02886	CLAMPS & CONNECTORS PG CLAMP FOR SHIELD WIRES OF DIA 10.98MM	NO	100						
30	PGCIL HVDC NAGPUR	TB90900 02902	CLAMPS & CONNECTORS CLAMPS FOR 75X12MM EARTHING STRIP ON LATTICE/PIPE STRUCTURE	NO	8000						
31	PGCIL HVDC NAGPUR	TB90940 06971	SUPPLY- CLAMPS & CONNECTORS : 400KV, TEE CONNECTOR SUITABLE FOR QUAD CONDUCTOR TO	NO	500						

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

			TWIN CONDUCTOR AS PER TS								
32	PGCIL HVDC NAGPUR	TB90940 06985	SUPPLY- CLAMPS & CONNECTORS : 400KV, TEE CONNECTOR SUITABLE FOR TWIN CONDUCTOR TO TWIN CONDUCTOR AS PER TS	NO	200						
33	PGCIL HVDC NAGPUR	TB90946 02691	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, FLEXIBLE SPACER SUITABLE FOR TWIN BULL	NO	200						
34	PGCIL HVDC NAGPUR	TB90946 02583	SUPPLY- CLAMPS & CONNECTORS : 400KV, 63KA FOR 1S, RIGID SPACER SUITABLE FOR TWIN BULL	NO	1350						
					4047 6						
			TOTAL =								
I			TOTAL COST TO BHEL INCLUSIVE GST =								

Place:

Date :

Signature of the authorized representative of

Bidder's name :.....

Designation:.....

Company Seal:.....

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM Bid Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '~~Class-II local supplier~~' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

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

**** - Strike out whichever is not applicable.**

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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:
2) All other pertinent issues till date

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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 of 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:

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

OR

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

- i.**
- ii.**

**(Signature, 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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

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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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.

* 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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

5th 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:
2) All other pertinent issues till date

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)**

Note: 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

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

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

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

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)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-mdcea@nic.in वेबसाइट: www.cea.nic.in

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

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XI

Vendor Compliance format in bidder's letter head

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

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

Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.

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

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XII

UNDERTAKING

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

To,

(Sh. Gaurav Agarwal

5th floor, BHEL Sadan, Film city, Noida Sector-16A)

Dear Sir/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)

Place:

Date:

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XIII

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

5th 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XIV

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

5th 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:

2) All other pertinent issues till 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,

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

Date:

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XV

NON-DISCLOSURE CERTIFICATE

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

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

Hence,

I/We

M/s

.....
who are submitting offer for providing services to BHEL <TBG> against GeM Bid

No..... hereby undertake to comply with the following in line with Information Security Policy of <BHEL-TBG>.

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

**(Signature, date & seal of Authorized
Signatory of the bidder)**

Date:

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....vide GeM Bid

No: _____, dated _____.

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure- XVIII

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

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 assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_____ hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer 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 / Supplier 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 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 all

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK 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 thewe 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

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 of
(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:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure- XIX

LIST OF CONSORTIUM BANK FOR BANK GUARANTEE

Sl. 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 HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XX

INSPECTION REQUEST

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

Sl.No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.
1.		1				
2.		2				

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

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

Note:

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. 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 should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.

PROJECT:	PGCIL HVDC Khavda Nagpur
ITEM:	Clamps-Connectors
SUBJECT:	Bid Specific ATC
GeM bid No.	GEM/2026/B/7739940 Dated 03-07-2026

Annexure-XXI

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

Sl. No.	Documents Required by POWERGRID
1.	Registration / License of the works enclosed: Factory License • PAN • GST • MSME Udyam Certificate • Factory License
2.	Organization chart with name and qualification of key persons
3.	List of Plant and Machinery
4.	List of testing equipment with calibration status alongwith valid copy of calibration certificate
5.	• List of Raw material, bought out items with sourcing details. • Undertaking to be submitted regarding willingness to use raw material of POWERGRID approved source
6.	List of outsourced services with sourcing details
7.	List and copy 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 contact load more than 100KVA)
11.	Quality Assurance Plan (including Formats for raw materials, in process and acceptance testing)
12.	Type test approvals conducted, if applicable
13.	Performance/Completion Certificates from customers
14.	Photographs of factory covering plant & machinery and testing facilities .
15.	Consent Letter for willingness to pay for assessment charges in advance. (FOR POWERGRID ASSESSMENT)
16.	QR Document (Against which vendor is qualified in this tender)

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 or meaning hereof shall include its successors or assigns of the ONE PART

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

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

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

BHEL-IP

AA:SSP:IP:R05 dtd 28-01-2026

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

BHEL-IP

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

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____

(Name & Address) _____



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

Witness: _____

(Name & Address) _____

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴(name of the Employer) through its Unit at(

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

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount 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.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

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

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

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ 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 the⁷ we shall be discharged from all liabilities under this Guarantee.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶

- c. Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid/Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name of the Employer*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date*

⁷ *Date of Expiry of Claim Period*