

निविदा आमंत्रण सूचना NOTICE INVITING TENDER (NIT)

Enquiry No- 77/25/6068/NIT

Date -4-Jul-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

| 1. 7 | Tender Type | Open Tender (Domestic-Indian) | | | | |
|--------------------------------|---|---|------------|--------------------|-----------|--|
| 2 . F | Package | CABLE TERMINATION & JOINTING KITS | | | | |
| 3. F | Project | Framework Agreement (Rate Contract) of CABLE TERMINATION & JOINTING KITS – NTPC | | | | |
| 4 . E | Executing Agency | BHEL-PEM | | | | |
| 5. N | Mode of Enquiry | E - PROCUREMENT | | | | |
| | Nature of Package Divisible/Non-Divisible) | Divisible | | | | |
| 7. 1 | Numbers of Part bid | 2-Part bid (Techno-commercial and Price bid) | | | | |
| о г | Due Date & Time | For offer submission | 14-07-2025 | | 13:00 IST | |
| ö. L | | For P-1 bid opening | 14-07-2025 | | 16:00 IST | |
| 9. Earnest Money Deposit (EMD) | | Not Applicable | EMD Amour | nt | NA | |
| 10. | Tender Cost | NIL | | | | |
| 11. | Eligibility of Local Supplier as per MII | Only Class I Supplier (with local content 60% and above) | | | | |
| 12. | Technical Scope | As per Technical specification No: PE-RC-999-507-E014 | | | | |
| 13. | Pre-bid Clarification | Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. | | | | |
| 14. | Prequalification Requirements | Financial PQR- No | | Technical PQR- YES | | |
| 15. | Delivery terms for Supply | FOR Despatch Station | | | | |
| 16. | Delivery Schedule: | , | | | | |
| А | A. Main Supply 120 days from the date of PO. | | | | | |
| | | | | | | |

Notes:

- a. Supplier to start manufacturing/supply only after getting the applicable Primary engineering Drgs. /docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-RC-999-507-E014) which shall be used for progress monitoring purpose and required course correction, if any.
- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for Contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.



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2.0 Validity of Contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):

Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the Contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of Contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for 180 ('C') days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and Contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)

Delay at vendor's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Notes:

- a. B is the Vendor delay days beyond original Contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- b. Main supply, applicable in the Contract released/ cleared for manufacturing within Contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the Contract quantities released beyond Contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.
- 3.0 Delivery Extension: Extension of Contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the Contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- iii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
- v. Any hold put by BHEL for whatever reasons during execution of Contract (within Contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

17. Liquidated Damages (LD):

Liquidated Damages: Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of Contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of Contract price



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excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y).

All other terms and conditions of LD shall be as per GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07.

- **18. Guarantee Terms:** As per Clause No. 12.0 except Clause no. 12.2(b) of General Commercial Terms & Condition of GCC Rev. 07.
- 19. Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC Rev. 07.
- 20. PVC (Price Variation Clause): Not applicable
- 21. CIF Content Not Available
- 22. Integrity Pact Applicability No
- 23. Tender Evaluation Price will be finalized through RA. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable.

In the course of evaluation, if more than one Supplier happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Suppliers.

In case more than one Supplier happens to occupy the L-1 status even after soliciting discounts, the L-1 Supplier shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Supplier (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

24. Payment Terms:

As per clause No. 9.1 of General Commercial Terms and Conditions of GCC Rev. 07 i.e.

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as below:

On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/Buyer and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A) of GCC Rev. 07), duly certified by Engineering Department of Buyer.

25. GST shall be payable extra at actual as per the HSN code finalized for the items during detailed BBU.

26. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction - 2024, as available on www.bhel.com on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers.

Price Bids of all the Techno-Commercially qualified Suppliers shall be opened and same shall be considered as initial bids of Suppliers in RA. In case any Supplier(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

"The Suppliers has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Prices are to be inclusive of Packing & Forwarding charges, all as per tender scope, Freight as applicable, including loading (if any) but excluding GST. De-loading (if any) shall be done in line with NIT terms."



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- **27.** Supplier to note that this is a conditional Open Tender enquiry & Reverse Auction participation shall be subject to following condition:
 - a) Qualifying Technical and Financial Pre-Qualification Requirement.
 - b) Techno-Commercial acceptance of offer by BHEL-PEM.
 - c) Registration in BHEL-PEM for the Tender package

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at https://supplier.bhel.in/. All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

| 29. Performance Security (PS) | 44 | No Performance Security (PS) against the current enquiry for Framework Agreement (Rate Contract) for Tender package. However, Suppliers to note that Performance Security shall be submitted for orders placed by the concerned Purchase Groups unit on the Framework Agreement (Rate Contract). |
|-------------------------------|------------------|--|
| | PS Applicability | Successful Supplier/s will have to submit Performance Security for each POs (irrespective of value) which will be placed under the Framework Agreement (Rate Contract) finalized through this tender considering FA (RC) as original Contract as per |
| | | the format given in GCC Rev 07. Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) are as following: |
| | | Initially 10% of the Contract value (total Exworks price). However, 5% of the Contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit. |
| | | Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit. |
| | | OR |
| | II | 5% of the Contract value (total Ex-works price). Additional 5% of the Contract value will be retained from first bill & subsequent bill(s) of the same Contract. The retention amount will be released after completion of main supply based on certification by Purchasing Department of BHEL unit. |
| | | Balance 5% of the Contract value (excluding PVC) will be released on completion of all Contractual obligations, including |



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| | | guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit. |
|---|------------------|--|
| | Validity of PS | As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07. |
| | PS Submission | PS should be in favour of BHEL-PEM. Supplier may opt any of the following for submission of Performance Security: - |
| | | Performance security may be furnished in the following forms: |
| 4 | UU; | a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format |
| | Modes of Deposit | should have the approval of BHEL. c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond. |
| | | (Note: 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) |
| | | Performance Security is to be furnished within 14 days from the date of PO and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all Contractual obligations of the Supplier, including warranty obligations. |
| | | a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of Contract by the supplier. |
| | Remarks for PS: | b) Performance security should be refunded to the Contractor without interest, after he duly performs and completes the Contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the Contract. |
| | | c) However, Performance Security validity is to be extended based on the actual delivery of package. |



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The Performance Security shall not carry any interest.

30. Breach of Contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on Contract mentioned anywhere in GCC Rev. 07 and its Corrigendum)

In case of Breach of Contract, BHEL shall recover 10% of the Contract value from the Supplier using following instruments:

- (i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said Contract.
- (ii) Balance amount (if value of security instruments is less than 10% of the Contract value) from other Financial remedies i.e. available bills of the Supplier, retention amount etc. with executing agency (PEM).
- (iii) Balance amount from security instruments like EMD, Performance Security and other Financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.
- (iv) If recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

- **31.** Suppliers are requested to refer clause no 26.0 (Make in India) of instructions to Supplier of GCC Rev. 07. Further, following shall be taken into consideration for submitting bids by Suppliers:
 - For this procurement, the local content to categorize a supplier as a 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 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, but before opening of Part-II bids against the NIT.
 - Minimum Local Content prescribed for CABLE TERMINATION & JOINTING KITS package by Nodal Ministry is 60% and hence for this procurement, as per Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders issued by the nodal ministry, this package is reserved for only Class-I supplier having Minimum local Content 60%. Class-II and Non-Local suppliers are not eligible to quote for this enquiry.
 - Suppliers are requested to go through the above-mentioned orders and submit their adherence to Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders.
- 32. Purchase preference to MSE Supplier: Yes.

33. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate Contract) is proposed for Two (02) years from placement of Framework Agreement (Rate Contract) Purchase Order with a provision for further extension after review on mutual consent.
- b. Framework Agreement (Rate Contract) is to be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR Site Price (Ex-works + Freight) for this package. However, Purchase orders placed by BHEL units for a project on the basis of Rate Contract shall not be split. Details of Framework Agreement (Rate Contract) order splitting shall be as per following:
 - GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be applicable for order splitting (in the ratio of 70:30) and order finalization.
 - L1 Rates (Ex-works + Freight) shall be counteroffered to all techno-commercially qualified Suppliers and order splitting in ratio of 70:30 shall be done in line with GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public



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Procurement (Preference to Make in India) Order, 2017.

- In case acceptance of counteroffer is received from more than two Suppliers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
- If none of the Supplier accepts counter-offered L1 rates, then Contract shall be awarded to L1 vendor for 100% value.
- c. Framework Agreement (Rate Contract) will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various Suppliers to minimize operational difficulty.
- **34.** GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable for order splitting and order finalization.
- 35. The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
- **36.** Overall (%) quantity variation: The variation on overall package value shall be limited to +30% of the Contract value.
- **37.** Suppliers shall Quote for the entire Scope. Partial scope is not acceptable.
- **38.** Suppliers 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. Offer of only those Suppliers shall be considered further, who meets the PQR criteria. Suppliers to furnish latest verification details for checking veracity of document(s) by BHEL. In case the same found not available, Buyer has right to reject such document from evaluation. Format for the same is below: -

| SI. No. | Project Name | Customer Name, Contact Address, Phone No. & Email ID | Contract/ Order No. | Value of Contract/ Order | Brief of Work | Completion Date |
|------------|--------------|--|------------------------|-----------------------------|------------------|--------------------|
| | | | | | | |
| | | | | | | |

39. Suppliers who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those Suppliers shall be evaluated who meet the Technical as well as Financial Pre-Qualifying requirements.

Note: This item/Package/system falls under the list of items defined in Para 3 of Ministry of Finance guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence criterion of prior experience shall be same for all bidders including startup/MSME. However, Annual Turnover Criteria shall not be applicable for Micro and Small Enterprises and Startups recognised by DPIIT.

- **40.** All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.
- **41.** If Supplier mentions Not Applicable/ Not required/ Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
- 42. GeM Seller ID shall be mandatory before placement of order/award of Contract to the successful Supplier.
- **43.** Supplier to quote non-zero Freight charges (anywhere in India) in percentage (%) of their quoted Total Ex-Works prices of supply.



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- **44.** All Suppliers to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
- **45.** Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
- **46.** All Suppliers to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(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 Supplier is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

- **47.** The offers of the Suppliers who are under suspension as also the offers of the Suppliers, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
- 1.0 Integrity commitment, performance of the Contract and punitive action thereof:
- 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the Contract. BHEL will during the tender process treat all Supplier(s) in a transparent and fair manner, and with equity.
- 1.2 Commitment by Supplier/ Supplier/ Contractor:
- 1.2.1 The Supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 1.2.2 The Supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 1.2.3 The Supplier/ supplier/ Contractor will perform/ execute the Contract as per the Contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any Supplier/ supplier/ Contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such Supplier/ Supplier/ Contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions".
- **48. Conflict** of **interest**: All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.
- **49.** All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.
- 50. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQRs (Part of Tech. Spec.)
- Local Content Certificate in line with Make in India circular
- Land Border Certificate



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- Undertaking for Conflict of Interest
- Declaration by MSE bidders regarding ownership structure along with UDYAM certificate
- Price Bid on e-procurement portal https://eprocurebhel.co.in/nicgep/app
- **51.** It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

52. Schedule of Pre-Bid discussion

As per Annexure for pre-bid meeting

Interested bidders are requested to confirm their participation for Pre-Bid Discussion (PBD) meeting through Video Conferencing (VC). VC Link is given below:

Through: WEBEX

Meeting ID and Passcode shall be shared as per Annexure for pre-bid meeting

All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Nitin Kumar / Mgr-CMM

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301

E-mail: nitin.kumar@bhel.in Contact No.: 9871497600

Manish Kumar Sinha / Sr. Manager-CMM M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301

E-mail: manish.sinha@bhel.in Contact No.: 0120-6748120

- **53.** Terms & Conditions: The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev. 07 and Corrigendum 01, 02 & 03 to GCC Rev. 07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.
- **54.** All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev 07 & Corrigenda-01, Corrigenda-02 and Corrigenda-03 to GCC Rev 07.

In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no. 36 of GCTC of GCC Rev 07.

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

Nitin Kumar

Manager/ CMM/ PEM Noida



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Annexure for pre-bid meeting

Framework Agreement (Rate Contract) of CABLE TERMINATION & PROJECT **JOINTING KITS - NTPC**

PACKAGE CABLE TERMINATION & JOINTING KITS

SUBJECT PRE-BID MEETING SCHEDULE

Pre-Bid Meeting through webex for subject package & projects is schedule on 09.07.2025 @02:30 PM.

Meeting link:

https://bhel.webex.com/bhel/j.php?MTID=me2ba5583dbd8a61428f46a7aabbbae1f

Meeting number:

2515 667 6825

Meeting password:

12345

Join from a video system or application

Dial 25156676825@bhel.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Meeting password for video system

12345

Join by phone

+65-6703-6949 Toll

Access code: 25156676825

Global call-in numbers

https://bhel.webex.com/bhel/globalcallin.php?MTID=m883861591b6fe778a3b60f213635c0d5

Meeting password for audio

12345



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PROJECT: Framework Agreement (Rate Contract) of CABLE TERMINATION & JOINTING KITS – NTPC PACKAGE: CABLE TERMINATION & JOINTING KITS

Undertaking for Conflict of Interest

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s}, in this regard. 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, the same will be considered as a violation of the tender conditions, and suitab1e action shall be taken by BHEL as per extant policies/ guidelines.

Signature



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