



A Maharatna company

भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

पारेषण व्यापार समूह / Transmission Business Group
5वीं मंजिल, भेल सदन/ 5th Floor, BHEL SADAN
भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Limited
Plot No 25, Sector-16A नोएडा (उ.प्र.) Noida (U.P.) -201301

BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8 GW)

Item- 33kV (UE) HT CABLE

1.	Contact Details: - For Technical clarification :- Mr. Amit Srivastava (Sr Manager-TBEM) / Ms. Muneet Surinder Mehta (Sr DGM- TBEM) BHEL, Transmission Business Group Plot No 25, Sector-16A, Noida-201301, UP, India Phone: +91 (0) 0120- 2218924/ +91 (0) 0120 – 2218816. Mobile:- 9654294855 / 9810396705 E-mail: amits@bhel.in ; muneet@bhel.in	For any commercial clarification: - Mr. Subod Kumar, (Sr Engineer-TBMM)/ Mr. Piyush Kumar Mishra (Sr Manager-TBMM) BHEL, Transmission Business Group, Plot No 25, Sector-16A, Noida-201301, UP, India. Phone: +91 (0) 0120- 2218846/2218851 Mobile :- 7667102020/ 9453025414 E-mail: subod@bhel.in; piyush.kumar@bhel.in
2.	Terms of Payment:	
For Supply only in scope of the supplier		As per GTC of GeM. However, payment shall be made within the days mentioned below in Point no. 03 from the date of receipt of complete invoice along with following documents in 3 sets Supplier has to provide the following documents for processing of bills: • GST Compliant Tax Invoice • LR / GR • Packing List • Guarantee Certificate • Way bill • Copy of Transit Insurance Certificate from underwriters • CRAC (consignee receipt-cum-acceptance certificate)/MRC • Copy of Performance Bank Guarantee (PBG) • Material Inspection Clearance certificate issued by BHEL Quality Management. TBG is registered with RXIL (TReDS) platform. MSME Bidders are requested to get registered with RXIL (TReDS) platform/ Invoicemart (M/s A. TREDs Ltd.) / M1xchange (M/s Mynd Solutions Pvt. Ltd.) to avail the facility as per the GOI guidelines. For MSMEs, government guidelines as amended from time to time will prevail. For MSME benefit supplier must be manufacturer of the product. For supply orders placed on Indian Suppliers: 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.



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BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8 GW)

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3		Payment Terms with respect to no. of days for various categories of Bidders		
Nos of days for payment (For Supply only in scope of the supplier)		Sl No.	Type of Bidder	Payment terms (Number of days)
		1	Micro & Small Enterprises (MSEs)	45 days
		2	Medium Enterprises	60 Days
		3	Non MSME	90 Days
4.	Term of Delivery: (TOD)			
Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis including packing, forwarding, Freight and Insurance etc. 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. Note- Unloading at site is not in the scope of bidder. Bidders to quote price accordingly.				
5.	Delivery Time:			
IMMEDIATE after approval of drawing and documents and issuance of MFC by BHEL however Break up of delivery period taken (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule):				
SL. NO.	ACTIVITY			ACTIVITY TIME IN WEEKS
1.	Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet, MQP etc. (In scope of vendor)			02
2.	Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)			03
3.	Manufacturing Time & offer of Inspection to BHEL (In scope of vendor)			20
4.	Inspection (In scope of BHEL)			02
5.	Issue of MICC (In scope of BHEL)			01
6.	Dispatch (In scope of vendor)			02
6.	Prices:			
The Ex Works quoted prices shall be on VARIABLE basis. Vendor has to quote prices on FOR destination basis (Ex-works Price including Packing & forwarding + F & I) including GST as per the price bid format. Vendors to provide price break up in terms of Ex Works , F&I and GST. Price variation is applicable for Ex Works portion for XLPE Cables. For PVC formulae & Indices- Please refer attached IEEMA Circular ref IEEMA (PVC)/MV SCREEN CABLE/2019 (R-1) dated 01.04.2023, 07/DIV/CAB/05 dtd 08.05.2023 and latest amendment (if any) with upper ceiling limit of 20% & no negative ceiling limit. Indices shall be as per IEEMA. Base indices will be as on 1st working day of				



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the month i.e. one month prior to the date of tendering. (i.e one month prior to the date of opening of Tender).	
7.	Liquidated Damage of delayed Delivery: As per GeM GTC. LR / GR date or Invoice date (whichever is later) shall be considered as delivery date for LD. LD will be recoverable on Price variation claim, if any.
8.	SCOPE OF SUPPLY , BOQ & QUANTITY VARIATION : APPLICABLE AS PER TECHNICAL SPECIFICATION (REFER ENCLOSED TECHNICAL SPECIFICATION & UN-PRICED BID).BOQ: As per the Technical specification no - TB-437-510-005 Rev 00 dated 12.06.2026. Quantity Variation: <i>As per Gem; The purchasers reserve the right to increase or decrease the quantity to be ordered up to $\pm$25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to change the ordered value by up to $\pm$30% of the contract value during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</i> It is also to be noted that any items can be completely/partially deleted during detailed engineering stage.
9.	Technical Specification: Technical specification no. TB-437-510-005 Rev 00 dated 12.06.2026. No permissible Technical Deviation has been envisaged. Bidders to quote as per Technical Specification.
10.	Pre-Qualification Requirement: Technical Pre-Qualifying Criteria attached along with the Technical Specification.
11.	MQP (Manufacturing Quality Plan): Inspection shall be carried out as per approved Quality Plan. For the same, Supplier to submit the Quality Plan to BHEL for Customer approval, if required. PGCIL approved MQP will be applicable.
12.	Inspection: Inspection shall be carried out physically by ultimate customer as per approved Quality Plan.
13.	Location of Plant: Khavda- POWERGRID WEST CENTRAL TRANSMISSION LIMITED NEAR RE PARK, POWERGRID KPS2 TRANSMISSION SYSTEM LIMITED, VIDHYA COAT INTERNETIONAL BORDER, Kachchh, Khavda, Kachchh, Gujarat, 370510 Nagpur- POWERGRID West Central Transmission Limited. $\pm$ 800kV, 6000MW, HVDC Terminal Post : Bhosa Tehsil- Samudrapur, Hinganghat, Dist- Wardha
14.	Bill to Address: <u>HVDC Khavda Site Address</u> BHEL TBG Site office $\pm$ 800kV, 6000MW Khavda Nagpur HVDC Project



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	POWERGRID WEST CENTRAL TRANSMISSION LIMITED, NEAR RE PARK, POWERGRID KPS2 TRANSMISSION SYSTEM LIMITED, VIDHYA COAT, INTERNETIONAL BORDER, Kachchh, Khavda, Kachchh, Gujarat, 370510 GSTN-24AAACB4146P1ZL <u>HVDC Nagpur Site Address</u> BHEL TBG Site office $\pm$800kV, 6000MW Nagpur HVDC Project POWERGRID WEST CENTRAL TRANSMISSION LIMITED C/o WARDHA 765kv/400kv Substations , PGCIL, PLOT No. D-1 ,MIDC AREA DEOLI WARDHA Maharashtra, 442101 GSTN-27AAACB4146P1ZF Will be informed later. Bills will be submitted through SUVIDHA Portal.
15.	Guarantee Clause (Defect Liability Period): The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery or 24 months from the date of commissioning, whichever is earlier. Date of Commissioning is 22/03/2029. The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc. In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.
16.	Performance Security: - Performance security of 5% of the total Ex Works PO Value shall be submitted by the vendor along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier. Modes of deposit: Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL -TBG, Noida. Bank Account details for submission of performance security through EFT mode.



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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

- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantee shall be submitted as per BHEL format. BG SFMS will be provided along with BG.
- (iii) 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).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of vendor furnishing the security and duly endorsed/ hypothecated/pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

Important Notes:

- (1) 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.
- (2) Performance security shall be refunded to the vendor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
- (3) 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.
- (4) The Performance Security shall not carry any interest.
- (5) Value of the Performance Security (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm$ 20%. Beyond this variation of $\pm$ 20%, the Supplier shall arrange to enhance or may reduce the value of the Performance Security accordingly for the total variation promptly.



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(A) 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.	
"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest."	
17.	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.
18.	Acceptance of Offer:
Acceptance of offer is subjected to following: - Qualification of Technical PQR - Techno-Commercial evaluation by BHEL. - Approval of vendor by ultimate customer (M/s PGCIL) - Vendor should not be blacklisted by BHEL & PGCIL 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-F along with their offer for approval from the ultimate customer. Offer of techno – commercially acceptable vendors shall be considered for opening of Part-II/ conducting Reverse Auction subject to their approval from Customer.	
19.	Make in India:
As per GeM Bid	
20.	Details of Bidder: Bidder to submit the details as per format as per Annexure-A.
21.	Deviations:
a) Technical Deviation: No Technical Deviation is envisaged. (Bidder to be mention NIL Deviation in Annexure- C attached) b) Commercial Deviation: No Commercial Deviation is envisaged. (Bidder to be mention NIL Deviation in Annexure- C)	
22.	Important Instructions to bidder :- • Bidder to mention "QUOTED" against every items in their "UN-PRICED BID FORMAT" • Bidder to submit price breakup as per the BOQ (Format Attached) before award of contract. • Evaluation shall be done based on "Total cost to BHEL (i.e Ex work price +F & I + Applicable GST)" quoted by bidders on overall basis as per NIT. • Splitting shall be as per GeM. • All other terms & conditions shall be as per GTC of GeM..



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23.

Bid Security/EMD :-

EMD Value- ₹ 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.

i) Modes of deposit:

The EMD shall be accepted only in the following forms:

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

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

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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

iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL- TBG, Noida (along with the offer).

iv) 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). (along with the offer)

v) Bank Guarantee from any of the Scheduled Banks. (along with the offer)

vi) Insurance Surety Bonds (along with the offer)

Notes:



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	vii) 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. viii) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period/ RA validity whichever is later. ix) EMD shall not carry any interest x) Forfeiture of Bid Security/ Earnest Money Deposit xi) 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. xii) 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. xiii) Return of EMD xiv) 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. xv) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in tender).
24	Splitting (Applicable for both Groups separately) Bidders to note that contract of subject tender is proposed to be done with Two (02) vendors in the ratio of 54:46 value-wise at L1 FOR site price as follows: Case 1: If L1 bidder is Non-MSE bidder, then 54% qty shall be given to L1 bidder. MSE preference criteria shall be exercised for 46% qty and shall be counter-offered to all MSE Techno-commercially approved bidders for price within L1 +15%. In case acceptance of counter offer is received from more than two bidders, then acceptance of lowest bidder(s) as per FINAL Reverse Auction Ranking (In case any bidder(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). In this case, if MSE bidder accepts the L1 prices, then contract (approx. 46% of value) shall be awarded to MSE bidder accepting the L1 price.



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	Case 2: If L1 bidder is MSE bidder then 54% qty shall be given to MSE bidder. L1 shall be counter offered to all techno-commercially qualified bidders (whose Price Bids are opened to conclude the tender through Reverse Auction) for 46% of order value. In case acceptance of counter offer is received from more than two bidders, then acceptance of lowest bidder(s) as per FINAL Reverse Auction Ranking (In case any bidder(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) shall be considered for ordering. If only one bidder accepts the counter-offered L1 rates, then 54 % contract shall be awarded to L1 & 46% to bidder who accepts the counter offer. If none of the bidder accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value. However, owing to practical constraints of maintaining drum length (stipulated in BOQ) and small quantity of a particular size, quantity adjustments may be done from any line items to meet the 54:46 split ratio up to maximum extent. Further, during contract execution, if BHEL finds issues in execution of contracts then split ratio (i.e. 54:46) may be altered to meet the project requirement (can be exercised offline, if required).
25.	Limitation of Liability: Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. 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. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."
26.	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.
27.	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.
28.	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



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5वीं मंजिल, भेल सदन/ 5th Floor, BHEL SADAN
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Plot No 25, Sector-16A नोएडा (उ.प्र.) Noida (U.P.) -201301

BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8 GW)

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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 28.1

28.1 Conciliation:

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

28.2 ARBITRATION:

a) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 28.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. In any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

b) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996



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BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

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	(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. c) 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..... (to be identified by the contract issuing agency) 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. d) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. e) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) Delhi. (i. e. NCR based Units). f) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi (i. e. NCR based Units). g) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. h) It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. i) In case the disputed amount (Claim, Counter claim including . interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. j) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 28.2 (i). Disputes having cumulative
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BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

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	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.
29.	Jurisdiction: Subject to clause 28 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.
30.	Cartel Formation: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
31.	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.
32.	Conflict of Interest: A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or



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	d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Supplier, or e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: f.(i) The principal manufacturer directly or through one Indian agent on his behalf; and f.(ii) Indian/foreign agent on behalf of only one principal, or g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare such sister/ common business/ management units in same/ similar line of business.
33.	Breach of contract, Remedies and Termination In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
34.	Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. b. Buyer Added Bid Specific ATC c. Technical Specification d. GeM GTC



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35.	Bidders have to enclosed the Following Documents (Duly filled and signed) along with their technical bid: i) <i>Special terms and conditions</i> ii) <i>Annexure-A (Contact Details of the Bidder) –Format Attached herewith</i> iii) <i>Annexure-B (Self certification regarding Local Content in line with PPP-MII order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power) – format attached herewith. In case local Content is less than 100%, Vendor to submit sealed and signed copy of Annexure –E (attached Herewith)</i> iv) <i>Annexure- C Format for NIL Deviation</i> v) <i>Annexure –D</i> vi) <i>Annexure –E</i> vii) <i>Annexure-F</i> viii) <i>Annexure-G- Unpriced Bid Format</i> ix) <i>Annexure-H- Declaration regarding Insolvency/Liquidation/Bankruptcy</i> x) <i>Annexure-I- Non- disclosure Certificate</i> xi) <i>Annexure-J- Declaration regarding related firms</i> xii) <i>Annexure-K- Declaration for relation in BHEL</i> xiii) <i>Annexure-XI- Integrity Pact</i> xiv) <i>Annexure TQR</i>
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Signature & Seal of Supplier with Date



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BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

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ANNEXURE-A

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.:	

Signature & Seal of

Supplier

Date:



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Annexure-B

Type of project	Domestic
Percentage of Local Content	(Bidder to enter the applicable % of local content)

Format of Self certification regarding Local Content in line with PPP-MII order, order ref no.:- A-1/2021-FSC-Part (5) dated 16.11.2021 issued by Govt of India, Ministry of Power)

Date:.....

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

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project).**

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

That the goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project)** contains.....% **(mention the Local content in %age)** Local Content.

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

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



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

i. Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii. Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

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

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



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Annexure-C

1) NIL Deviation Format

		Bidder to mention as "NIL deviation"	Remarks if any
1.	Schedule of Commercial Deviation, if any (All terms and conditions shall be as per GeM except as mentioned above)	NIL	
2.	Schedule of Technical Deviation, if any (Against Technical Specification)	NIL	

2) Further Bidder has to provide the following confirmation with respect to the "terms & Conditions" of the tender:-

The tender documents as appeared in the website (Gem Portal) have not been changed / modified and in case of observance at any stage, it shall be treated as null and void. Further, We have not taken any commercial deviation from tender clauses together with other references as enumerated in the above and we hereby convey our unqualified acceptance to all commercial terms and conditions as stipulated in the tender and NIT.	Bidder to mention as "Confirm"
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Note: -1. If Bidder will not mention anything, it will be presumed as "Confirmed".

2. Deviations mentioned in this format shall only be considered.



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Annexure-D

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sl No.	Description	Bidder's confirmation
1	We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.	Agreed

Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL

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



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Annexure-E

Vendor Compliance Format

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.

Signature of the authorized representative of

Place:

Date :

Bidder's name :.....

Designation:.....



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BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

पारेषण व्यापार समूह / Transmission Business Group
5वीं मंजिल, भेल सदन/ 5th Floor, BHEL SADAN
भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Limited
Plot No 25, Sector-16A नोएडा (उ.प्र.) Noida (U.P.) -201301

BHEL SPECIAL NIT TERMS & CONDITIONS: - for GeM Portal

Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8 GW)
Item- 33kV (UE) HT CABLE

Annexure-F

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

1. Registration / License of the works
2. Organization chart with name and qualification of key persons
3. List of Plant and Machinery.
4. List of testing equipment with their calibration status.
5. List of Raw material, bought out items with sourcing details
6. List of out-sourced services with sourcing details.
7. List of supply in last three years.
8. Third party approval, if any (viz. ISO, BIS),
9. Pollution clearance wherever applicable
10. Energy Conservation & Efficiency report
(Applicable to industries having contract load more than 100 KVA)
11. Formats for RM, in process and acceptance testing
12. Type test approvals conducted in last 5 years, if applicable
13. Performance Certificates from customers
14. Photographs of factory, plant and machinery & testing facilities



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Item- 33kV (UE) HT CABLE

Annexure-G

UNPRICED BID

Sr No	Site	Item Description	Unit	Qty	Price (incl. F&I and GST) Mention as "Quoted"/ "Not Quoted"	GST % applicable- 18%
1	PGCIL HVDC KHAVDA	SUPPLY- MEDIUM VOLTAGE POWER CABLE : XLPE INSULATED, ALUMINIUM CONDUCTOR, 33/33KV (UE) SINGLE CORE , ARMOURED, 300 SQMM SIZE CABLE.	MTR	13000	Quoted	Yes
2	PGCIL HVDC NAGPUR	SUPPLY- MEDIUM VOLTAGE POWER CABLE : XLPE INSULATED, ALUMINIUM CONDUCTOR, 33/33KV (UE) SINGLE CORE , ARMOURED, 300 SQMM SIZE CABLE.	MTR	11000	Quoted	Yes

Signature & Seal of Supplier with Date



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Item- 33kV (UE) HT CABLE

Annexure-H

UNDERTAKING

To,

Manager(TBMM)

5th floor, BHEL Sadan, Film city, Plot No -25, Sector-16A,NOIDA (UP) PIN-201301

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

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)**

Annexure-I

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
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Item- 33kV (UE) HT CABLE

Non- disclosure Certificate

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)



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Plot No 25, Sector-16A नोएडा (उ.प्र.) Noida (U.P.) -201301

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Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8 GW)
Item- 33kV (UE) HT CABLE

Annexure-J

Declaration

To,
The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/ Madam,

SUBJECT: DETAILS OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES

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

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

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

Signature of the authorized representative
with Company Seal



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Item- 33kV (UE) HT CABLE

Annexure-K

DECLARATION FOR RELATION IN BHEL

To,

The Purchase Officer, Materials Management
BHARAT HEAVY ELECTRICALS LIMITED (Transmission Business Group)
BHEL Sadan, 5th Floor, Plot No.25, Sector-16A, Noida, 201301, U.P

Dear Sir/Madam,

SUBJECT: DECLARATION FOR RELATION IN BHEL

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

Tick (v) any one as applicable:

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

(OR)

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

i.
ii.

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Signature of the authorized representative with
Company Seal



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Item- 33kV (UE) HT CABLE

Annexure-XI

1. Integrity Pact (IP):

Bidder shall have to enter into Integrity Pact with BHEL, Duly signed with seal in original, if specified in NIT/RFQ failing which bidder's offer shall be liable for rejection.

- (a) 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

Sl no.	IEM	Phone & E- mail
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

(b) 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.

(c) Please refer Section-8 of the 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 e-mail only.

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

Details of contact person (s):-

1) Name:- Sanjay Kumar Shukla Department :- TBG, Material Management Address:- BHEL/ TBG, Noida Phone:- 01206748531 E mail:- skshukla@bhel.in	2) Name:- Piyush Kumar Mishra Department :- TBG, Material Management Address:- BHEL/ TBG, Noida Phone:- 01206748575 E mail:- piyush.kumar@bhel.in
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Item- 33kV (UE) HT CABLE

Annexure – TQR 33kV XLPE Power Cable

TECHNICAL PRE QUALIFICATION REQUIREMENT

Name of Project: $\pm$ 800 kV, 6000 MW HVDC terminals associated with HVDC Link between Khavda Power Station-2 (KPS2), Gujarat and Nagpur, Maharashtra under Transmission system Package for potential REZ in Khavda area of Gujarat under Phase V-Part A (8GW)

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

Name of Item : 33kV XLPE Power Cable

TECHNICAL PRE-QUALIFICATION REQUIREMENT	
The bidder must have manufactured and supplied in a single contract atleast 5 Kms of 11 KV or higher grade XLPE insulated power cables.	

SUPPORTING DOCUMENTS TO BE ATTACHED		
(As applicable as per PQ requirement)		
Sr	Required Criteria	Supporting Documents to be submitted by bidder along with technical bid
1	Manufacturing	Approved Drawings / GTP / Approved Quality Plan / Factory Inspection Test Report etc
2	Supply	PO / Dispatch clearance / LR / Material Receipt certificate at site / installation or commissioning certificate e.t.c

Notes (General points):

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