



BHARAT HEAVY ELECTRICALS LIMITED  
CORPORATE (HR – GAX)  
BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337421  
e-mail: sarvdeep@bhel.in

**Bharat Heavy Electricals Limited**

भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration

कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX  
SIRI FORT, NEW DELHI - 110 049  
Tel: -011-66337438.

**Open Tender Enquiry**

for

**Rate Contract for Binding of A4, A3 Papers at BHEL Corporate Office, New Delhi for a period of 02 years.**

**NIT No.- AA: GAX: 24: PR: 3138; Date: 25-04-2025**

**Prepared By:**

*Sarvdeep*  
25-04-25



**Approved By:**

*[Signature]*  
25.04.2025

**Last Date for Submission: Date 05-05-2025 UPTO 15:00 Hrs.**



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**e-mail: sarvdeep@bhel.in**

**Notice Inviting Tender**

**NIT No: AA: GAX: 24: PR: 3138; Date: 25-04-2025**

Sealed tender is invited for the below mentioned work. Tender is invited in two parts bid system in a sealed envelope, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Contract period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Rate Contract for Binding of A4, A3 Papers at at BHEL Corporate Office, New Delhi for a period of 02 years.	02 years from the date of Award of Work	05-05-2025 Up to 15:00 Hrs.	05-05-2025 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337421 or at e-mail: [sarvdeep@bhel.in](mailto:sarvdeep@bhel.in).

  
25-04-25  
Engineer/HR-GAX  
New Delhi



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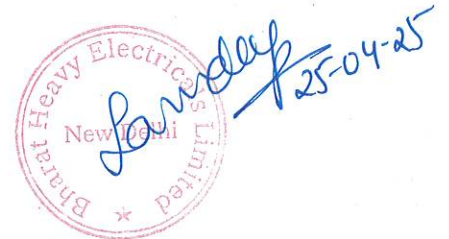
**General Conditions of Contract (GCC)**

**CHAPTER-1**

**General Instructions to Tenderer**

**CHAPTER-2**

**General Terms and Conditions**





## CHAPTER -1

### 1. GENERAL INSTRUCTION TO TENDERER


#### 1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.3. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.4. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.5. COMMUNICATION & CORRESPONDENCE: Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.6. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder request for



*Sarvdeep*  
*25-04-25*



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clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.7. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.8. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

## 1.2. SUBMISSION OF BID

1.2.1. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.

1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.

1.2.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

## 1.3. TENDER OPENING:


1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of Part-I (Techno-Commercial bid) shall be same.

1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.


1.3.3. **Bidding Process:** *BHEL shall be resorting to conventional price bid mechanism to finalize at the lowest cost service provider.*

## 1.4. LANGUAGE

1.4.1. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.

  
*Sarvdeep*  
 25-04-25



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- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. Currencies for this tender & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.5.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
- 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS:**
- 1.6.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. If the requisite rate/amount is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.7. **VALIDITY OF OFFER & CONTRACT:**



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1.7.1. Offers shall remain valid for 03 months from the date of opening of Part-I bid and 02 months from the date of opening Part-II bid from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.

1.7.2. The contract will be valid for a period of two years. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions.

#### 1.8. REJECTION OF BID

1.8.1 BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.

1.8.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.

1.8.3 Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.8.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.8.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.

1.8.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.

1.8.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.

#### 1.9. MSE, Start-UP & Splitting of Work.

##### a) PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)



Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021.

**b) PROVISIONS FOR START-UP**

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July 2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

c) **Make in India:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 06.09.2022 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

d) **Purchase preference for MSE/ PPP-MII:** The item required under this tender is divisible in nature. However, it is intended to place the order for 100% quantity on a single eligible bidder. Purchase preference of 25% shall only be exercised as a fallback option under the applicable Government of India policies for procurement preference to Micro & Small Enterprises (MSEs) and Class-I Local Suppliers under PPP-MII, as detailed below: -

**Order of Preference:**

- i. L-1 is "MSE Class-I local supplier" – Contract is awarded to L-1.
- ii. L-1 is not "MSE Class-I local supplier" -purchase preference to be given to MSEs, if eligible as per PPP-MSE order. Balance Qty is to be awarded to L-1 bidder.
- iii. L1 is "MSE but non- Class-I local supplier"- Purchase preference is to be given to Class-I local supplier, if eligible as per PPP-MII order. Balance qty to be awarded to L-1 bidder.
- iv. L1 is "Non-MSE Non- Class-I local supplier"- purchase preference to be given to MSEs, if eligible as per PPP-MSE order. Thereafter, Purchase preference is to be given to Class-I local supplier for, "50% of the tendered qty minus quantity allotted to MSEs above" as per PPP-MII order. For the balance quantity, contract is to be awarded to L-1 bidder.


Wherever applicable, MSE quoting the lowest price whose quoted rates fall within 15% margin shall be given the first preference to match the L1 price. Similarly, class-1 local supplier quoting the lowest price whose quoted rates fall within 20% margin shall be given the first preference to match the L1 price.

e) Traders are excluded from the preview of Public Procurement Policy.



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*25-04-25*



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f) For applicability of Make in India, MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including extension) shall be considered.


- a) MSEs shall be exempted from payment of earnest money (if any) at the time of tender submission. However, there is no exemption of security deposit submission (if any).
- b) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of work by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %. Given Conventional Price Bid mechanism has been opted as bidding process in this tender, the L-1 shall be decided after price bid opening & thereon MSEs shall be given the chance as per aforesaid process.

1.10. **Security Deposit:** The security deposit shall be 5% of the total contract value. The vendor must deposit the required amount of security within 15 days from the date of issue of order. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. 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. The balance amount of security deposit will be collected in the following form.

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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 Contractor, a/c BHEL)
- v. 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)
- vi. Insurance Surety Bonds

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).



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At least 50% of the required Security Deposit, including the EMD (if any), should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- 1.11. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/released to the Contractor only after successful completion of Contract & complying all the contractual obligations as mentioned in the contract.





## CHAPTER-2

### 2.1 POWER OF ATTORNEY:

2.1.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO/ Chairman/ MD/ Company Secretary of the Bidder/ all partners is to be submitted.

2.1.2 In case of Partnership firm/any person authorised in terms of Deed of LLP/ Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

2.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

Integrity commitment, performance of the contract and punitive action thereof:

**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 Bidder(s) in a transparent and fair manner, and with equity.

**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** The bidder/ 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.

The bidder/ 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.

The bidder/ 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 bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 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 bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com/> and/ or under applicable legal provisions".

### 2.3 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

Definition of Breach of Contract

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*25-04-25*



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- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#### Recovery in case of Breach of Contract


In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit pacing P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract

- 2.4 The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 2.5 BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.6 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.





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- 2.7 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.8 **SUBLETTING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.9 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorised survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;
l.	The penalties, in any case shall not exceed 10% of the total contract value and shall be recoverable from RA bills. Notwithstanding above, BHEL reserves the right to terminate the contract

- 2.9.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.







2.9.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

2.10 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

2.11 **SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

**SETTLEMENT OF DISPUTES:**

2.12 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.


2.13 **ARBITRATION:**

2.13.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.





	<p align="center"><b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>CORPORATE (HR – GAX)</b>  <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b></p>	<p><b>PH: 011-66337421</b>  <b>e-mail: sarvdeep@bhel.in</b></p>
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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

2.13.2 In case of order/ contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

2.14 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/ or proceeding(s) to the exclusion of all other Courts.

2.15 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to







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give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

- 2.16 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed elsewhere in the tender. BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 2.17 Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.
- 2.18 **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 2.19 **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format in favor of BHEL after the works are finally accepted or finalization of contract.
- 2.20 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.21 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.22

**BANK GUARANTEE**

Whenever Bank Guarantees are to be furnished/submitted (in the format provided by BHEL) by the contractor, the following shall be complied with:



- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.23 Insurance: BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
  - (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).**
  - (ii) In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).**



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- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

2.24 **Indemnification of BHEL:** If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission or negligence on the part of the service provider, his agent/ representative(s) or his sub-service provider(s) or drivers, the service provider shall in all such case be responsible and indemnify and keep BHEL and/ or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

2.25 **OTHER ISSUES**

- 2.25.1 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than ₹ 100/- unless otherwise required under relevant statutes.
- 2.25.2 Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount shall be specified in the LOI, which has to be deposited to BHEL by the successful contractor before Contract Agreement.
- 2.25.3 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.25.4 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 2.25.5 E- invoicing shall be applicable as per direction/norms of government.
- 2.25.6 Foreclosure: This contract will be valid initially for 02 years from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving 15 days' written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.







**Special Condition of Contract**

**1. SCOPE OF WORK**

Hard Copy of Binding is required as per details tabulated in Table A below. It is noteworthy to mention that all binding work to be done inhouse strictly.

Size of paper	Approx. no. of bundles	Remarks
A-4	20000	Approximately 200 sheets in each bundle
A-3	100	Approximately 200 sheets in each bundle

Delivery Time for each order shall be 04 days.

**2. PQR:**

- a) The bidder should have PAN (Permanent Account number)
- b) The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on last date of month prior to which the tender is being invited should be either of the following: -
- I. The bidder should have executed (or billed in case of currently executing order) three similar jobs / services with value not less than ₹ 2,84,616.00 each.
- or
- II. The bidder should have executed (or billed in case of currently executing order) two similar jobs / services with value not less than ₹ 3,55,770.00 each.
- or
- III. The bidder should have executed (or billed in case of currently executing order) one similar job / service with value not less than ₹ 5,69,232.00.

Please note:

- Similar Job / service refers to Providing Book Binding services to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC/Private companies.
- Exemption to verified MSE on EMD, Turnover & Experience in line with applicable guideline shall be given.
- Exemption to verified start-ups EMD, Turnover & Experience in line with applicable guideline shall be given.

**3. Documents required against PQR**

- a) Copy of PAN Card duly signed and stamped by the bidder.
- b) Only work orders (issued in last 7 years ending ending on last date of month prior to which the tender is being invited) and supporting work experience certificates from the clients shall be submitted as proof against PQR. In case of







unavailability / Non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the concerned customer in the format given by BHEL. BHEL reserves the right to verify the correctness of the certificates of the clients

4. Delayed / late quotations are liable to be rejected.
5. **Validity of Contract:** The contract will be valid for the period of 24 months (02 Years) from the date of award of work. The contract can be extended further for the period of 03 months from the date of expiry of 2 years contract on the same rates, terms & conditions, if mutually agreed in writing.
6. BHEL reserves the right to increase or decrease the quantity of each item up to 30 % from the contracted quantity.
7. **Composition of Bids:**

Bidders are requested to quote in two parts as given below. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.


Bids to be dropped in Tender Box, Gate 3 Reception Area at BHEL House, Siri Fort, New Delhi-110049 on or before the due date & time, in two parts as given below.

- a) **Part – I (Techno-Commercial Bids) against PQR:** The Bidder shall submit following documents in part-I bid.
  - i. Copy of **PAN Card** duly signed and stamped by the bidder.
  - ii. Only work orders (issued in last 7 years ending ending on last date of month prior to which the tender is being invited) and supporting work experience certificates from the clients shall be submitted as proof against PQR. In case of unavailability / Non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the concerned customer in the format give at **Annexure A6** only. BHEL reserves the right to verify the correctness of the certificates of the clients.
  - iii. Tender document duly filled signed and stamped along with all Annexures (Excl. Price Bid Format) incl. Unpriced BOQ format mentioning 'Q' against each item (Annexure-A1).
  - iv. Any other supporting document required in the tender such as valid MSE /Start up certificate.

- b) **Part – II (Price Bid):** The Bidder shall submit following documents in part-II bid.

Part II bid shall comprise of Price Format (**Annexure-A2**) only, duly filled, signed & stamped, as per the enclosed instructions/details

8. **Evaluation criteria:**

  
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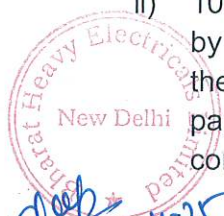




- 8.1 BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation.
- 8.2 Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bid without assigning any reason.
- 8.3 Price bid opening shall be in respect of techno-commercially acceptable bidders only. The evaluation criteria shall be lowest quote arrived on "Grand Total (all inclusive)" (refer **Annexure A2** – Price Bid Format). The rate contract shall be awarded to the concerned party at the overall L-1 amount i.e. "**Grand Total**" (excluding GST).
- 8.4 In case of any arithmetical errors in the price bid the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering.
- 8.5 Suppliers are required to submit their best price bid in a separate sealed cover along with techno-commercial bid. After Evaluation of Techno-Commercial Bids: The envelope sealed price bids of all techno commercially qualified bidders will be opened and processed as per tender terms & conditions.
- 8.6 Tie: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
9. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-I bid and 60 days from the date of opening Part-II bid.

**10. Payments Terms:**

- i) The bills along with supporting vouchers shall be accepted on monthly basis and the payment, excluding GST & notional interest thereon, shall be made **within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME** from the date of submission of the bills to BHEL will be paid within 30 days of its receipt and final acceptance of BHEL.
- ii) 100% payment would be made on the basis of actual number of services provided by contractor during the month as verified by the representative of BHEL. Further, the GST shall be released after it reflects in GSTR -2B of BHEL. The 100% payment would be made on the basis of actual number of services provided by the contractor during the month.







- iii) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iv) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

**11. Penalty Terms:**

The work given to the party shall have to be complete within 04 days from the date of assignment of work. Failing of which, BHEL reserves the right to levy LD @ 0.5 % value of the non-completed work quantity per day. The total penalty amount shall not exceed 10% of the contract value.

**12. Taxes and Duties:**

- a) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice (if applicable) containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice (if applicable). The Contractor shall raise GST compliant invoice (if applicable) affixing GSTIN of BHEL's unit availing the works.
- b) If BHEL is liable to discharge tax liability under the Reverse Charge Mechanism, the service provider shall provide all necessary documents within 10 days from date of completion of service to enable BHEL to meet the GST liability (if applicable). Any implications arising from a delay shall be the responsibility of the service provider and will be charged to the service provider's account.
- c) The service provider has to submit their GST registration certificate (if applicable) along with a declaration regarding applicability of GST Reverse Charge (if applicable) to respective BHEL Unit/region along with the bid.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence. However, no increase in price on account of statutory increase in the rate of GST (if applicable) taking place during the period of delivery period extension with liquidated damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST (if applicable) taking place during extended delivery period.
- e) Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- f) In case the Input Tax Credit of GST (if applicable) is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the

  
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*25-04-25*





Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or will full misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.

- g) To enable BHEL to avail GST Input tax credit (if applicable), Contractor shall submit GST compliant tax invoice (if applicable) containing all the particulars as stipulated under Invoice Rules of GST Law. The Contractor shall raise GST compliant invoice (if applicable) affixing GSTIN of BHEL's unit availing the works.
- h) GSTIN of respective BHEL Unit will be provided to the Contractor along with the site clearance instructions/ order issued by respective Unit for SITC.
- i) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract/ any penalty for the contract.
- j) GST amount (if applicable) shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- k) The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.

13. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

14. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will be valid for a period of two years from the date of commencement of contract. However, the same can be extended mutually for a period of three months on the same rates, terms & conditions. However, this Agreement shall be liable for termination or foreclosure (as the case may be) earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any amount becoming due under this Agreement. In the event of termination (which should be initiated due to the reasons solely attributable to the contractor), BHEL reserve the right to forfeit earnest money/ security deposit/any other money due to the contractor. Further BHEL also reserve the right to recover the amount with a department levy of 5% to maintain the continuity of the contracted items at least for a period of 3 months.





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BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

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**Annexure A1**  
AA: GAX: 24: PR: 3138  
Date: 25-04-2025

**Un-Priced Bid Format**  
Mention “Q” for each line item where bidder has quoted price in Price Bid

Sl. No.	Items	Approx. nos. of bundles	Unit Rate, excl. GST in figures (Rs.)	Unit Rate, excl. GST in words (Rs.)	Total Amount (Rs.)
1	Binding of A4 size paper bundle (bundle consist of approx. 200 pages)	20000			To Be Calculated by BHEL
2	Binding of A3 size paper bundle (bundle consist of approx. 200 pages)	100			To Be Calculated by BHEL
Grand Total (excl. GST) Rs.					To Be Calculated by BHEL

**Note:**

1. Quantities above indicate approximate requirements during 2 years' contract period.
2. Quantities may vary by + / - 30%.
3. Payment shall be as per actual utilization of services, in line with tender terms & conditions.

Applicable GST in Percentage \_\_\_\_\_ (To be Quoted by the bidder)

Signature  
With Name, designation & seal of the firm





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**CORPORATE (HR – GAX)**  
**BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.**

PH: 011-66337421  
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**Annexure A2**

AA: GAX: 24: PR: 3138

Date: 25-04-2025

**Price Bid Format**

Sl. No.	Items	Approx. nos. of bundles	Unit Rate, excl. GST in figures (Rs.)	Unit Rate, excl. GST in words (Rs.)	Total Amount (Rs.)
1	Binding of A4 size paper bundle (bundle consist of approx. 200 pages)	20000			To Be Calculated by BHEL
2	Binding of A3 size paper bundle (bundle consist of approx. 200 pages)	100			To Be Calculated by BHEL
Grand Total (excl. GST) Rs.					To Be Calculated by BHEL

**Applicable GST in Percentage \_\_\_\_\_ (To be Quoted by the bidder)**


**Note:**

1. Quantities above indicate approximate requirements during 2 years' contract period.
2. Quantities may vary by + / - 30%.
3. Payment shall be as per actual utilization of services, in line with tender terms & conditions.



Signature  
With Name, designation & seal of the firm



	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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**Annexure A3**  
AA: GAX: 24: PR: 3138  
Date: 25-04-2025

**DETAILS OF BUSINESS**


1	Name of the Authorized Representative	
2	Status of Firm (whether HUF, individual etc.)	
3	Address for communication	
4	Registered Office, if any :	
5	Location of Garage(s) :	
6	Telephone No.                      (Office) (Res) (Garage) (Mobile) (Fax) (e-mail address) (Website address, if any)	
7	Name of proprietor / partner	
8	Name of Bankers	
9	Date/ year of commencement of Business	
10	Service Tax – Registration No.	
11	GSTIN	
12	PAN	
13	Any other information	



*Sarvdeep*  
25-04-25

Signature  
With name, Designation & seal of the firm



	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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**Annexure A4**  
AA: GAX: 24: PR: 3138  
Date: 25-04-2025

### **ACCEPTANCE LETTER / DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:  
(Give reference to clause nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.

**Note:**

Deviations may or may not be accepted by BHEL.


"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA: GAX: 24: PR: 3138, Dated 25-04-2025. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature  
With name, Designation & seal of the firm

*Sarvdeep*  
25-04-25





	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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**Annexure A5**

**DECLARATION**

I/ We hereby declare that I/ we have not been banned or de-listed by any PSU/ Government Department/ Financial Institution/ Court and no case is pending with the police/ court of law against our firm/ partner or the company.

Signature  
With name, Designation & seal of the firm



	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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**Annexure A6**  
Tender No. AA: GAX: 24: PR: 3138  
Date: 25-04-2025


**EXPERIENCE CERTIFICATE**  
**(Sample Format)**

1	Name & Contact Details of Travel Agent	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order No. / Agreement No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES / NO (If marked No, then submit the copy of Work Order/Agreement)
6	Start & End Date of Contract (Start date should not be more than 7 years ending on 28.02.2023)	
7	Gross amount of work completed (or done till 28.02.2023)	
8	Name & Contact details of Authority under whom works performed	
9	Overall Quality of Service	Outstanding/V.Good/Good/Poor

Signature  
With Name, designation & seal of the firm

  
*Sarvdeep*  
25-04-25



	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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**Annexure A7**

AA: GAX: 24: PR: 3138

Date: 25-04-2025

**NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/ cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above-mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

*Sarvdeep*  
25-04-25





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
**BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.**

PH: 011-66337421  
e-mail: sarvdeep@bhel.in

**ANNEXURE A8**

AA: GAX: 24: PR: 3138  
Date: 25-04-2025

**SECURITY DEPOSIT BANK GUARANTEE**

This deed of Guarantee made this .....day of ..... two thousand and ..... by .....(Bank) herein after called the " The Guarantor" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns ) in favour of M/s Bharat Heavy Electricals Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" ( which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS ..... (herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. .... dt ..... (herein after referred to as "the contract") for the construction of ..... with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs. .... (Rupees ..... ) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs ..... (Rupees ..... ) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and

expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or

*Sarvdeep*  
25-04-25  
New Delhi





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**CORPORATE (HR – GAX)**  
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**PH: 011-66337421**  
**e-mail: sarvdeep@bhel.in**

forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ..... i.e., (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs ..... (Rupees .....). Our guarantee shall remain in force until ....., i.e., (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ..... we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ..... (Bank) has hereunto set and subscribed its hand the day, month and year first, above written,

Signed for and on behalf of the Bank  
(Signatory No, .....)

WITNESSES

1. Name and Address

  
*Sarvdeep*  
*25-04-25*

	<p align="center"><b>BHARAT HEAVY ELECTRICALS LIMITED</b>  <b>CORPORATE (HR – GAX)</b>  <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b></p>	<p><b>PH: 011-66337421</b>  <b>e-mail: sarvdeep@bhel.in</b></p>
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2. Name and Address

Notes:


1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

Signature  
With name, Designation & seal of the firm

*Sarvdeep*  
25-04-25





	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> <b>CORPORATE (HR – GAX)</b> <b>BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</b>	<b>PH: 011-66337421</b> <b>e-mail: sarvdeep@bhel.in</b>
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# ANNEXURE A9

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

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

To,  
Sarvdeep Malhan  
Engineer (HR-GAX)  
BHEL House, Siri Fort, New Delhi-49  
Off: 011 66337421 / +91 8006600142

**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) Tender reference 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. \_\_\_\_\_

Thanking you,

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

### **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.

  
*Sarvdeep*  
25-04-25