



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

(कॉर्पोरेट-कार्यालय / Corporate Office)

(बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 / BHEL HOUSE, Siri Fort, New Delhi - 110049)

(फोन /Phone: 011-6633 7421 | ईमेल /Email: sarvdeep@bhel.in)

Notice Inviting Tender

NIT No.: AA: GAX: 25: PR: 3116, Dated: 16-06-2025

Sealed tender is invited for the below mentioned work. Open tender is invited for procurement of Medium Back Chairs (Make Herman Miller, Model Verus) for MCM Hall, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Delivery period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Procurement of Medium Back Chairs for MCM Hall	30 days	23-06-2025 Up to 15:00 Hrs.	23-06-2025 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) 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.
- The bidders are requested to submit their most competitive rates along with all tender documents duly signed and stamped on each page. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier.
- Late Tender is liable for rejection.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337421 or at e-mail: sarvdeep@bhel.in.


Sarvdeep Malhan
Engineer (HR-GAX)



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SECTION-I

GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of supply/work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and 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 tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

It is understood that the bidder participating against this tender has accepted all terms and conditions. No deviation w.r.to any clause shall be acceptable to BHEL. Further, it is also understood that the Bid submitted by bidder complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

By participating in this tender, bidder undertake that the Bidding Document shall be deemed to form part of their bid and in the event of award of work to them, the same shall be considered for constitution of Contract Agreement.

1.1. QUALIFICATION OF BIDDERS

- 1.1.1 Only bidders who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.





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1.1.2 Offers from bidders who do not have proven and established experience in the field shall not be considered.

1.2. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.

1.2.1 Technical Bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

1.2.2 **The samples of the techno-commercially valid bids ONLY will be sorted for selection by BHEL.**

1.2.3 BHEL shall evaluate the quality of material & select the good quality one. All the samples which will not be at par with good quality shall be disqualified-technically & their price-quote shall not be considered for further evaluation.

1.3. **Bidding Process:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA as per the aforesaid guidelines. 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.

1.4. **REJECTION OF TENDER**

- a) BHEL reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever.
- b) Conditional tenders, unsolicited tenders, tenders 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.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.

Sarvdeep
Bharat Heavy Electricals
New Delhi



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- d) If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. 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.
- e) BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- f) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit any money due.
- g) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- h) 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 as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract "The 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.

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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".

- 1.5. The 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.

1.6. **MSE, Start-UP, MII & 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. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement Policy for MSE, Order 2012 as per MSE guidelines issued by MoMSE. The benefits of Public Procurement Policy shall be given to only those MSEs who are eligible as per Public Procurement Policy for MSE, Order 2012.

The relevant document(s), if submitted should be valid on the last date of bid submission including bid extension (if any)

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.

The relevant document(s) if submitted, should be valid on the last date of bid submission including bid extension (if any).



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- c) **Preference to 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, 16.09.2020, 06.09.2022 & DoE OM dated 23.07.2020, 18.05.2023 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. 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) Traders are excluded from the preview of Public Procurement Policy.
- e) For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including bid extension) shall be considered.
- f) 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. This clause shall be read in conjunction with clause 1.6 (g).
- g) **Division of work:** As per the order of priority enumerated in Department of Expenditure O.M. dated 18.05.2023 Possible scenarios can be as under:
- L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs"

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- 1.7. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 1.8. **SUBLETING:** The successful bidder should not sub-contract part or complete scope detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.9. **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.
- 1.10. Lowest prices received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL may re-float the Tender if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 1.11. **Compensation:** 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:**
- In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).**
 - 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 (l) of the Employee's Compensation Act, 1923."

1.12. **LANGUAGE**

- a) 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.
- b) 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.
- c) Currencies for this tender & Payment: Indian Rupees (₹) only.
- d) Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- e) 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.

1.13. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS**: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) 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.
- b) 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
- c) 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 1.13 (a) and 1.13 (b) above.

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- d) 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.

1.14. TENDER EVALUATION / EVALUATION OF BIDS:

- a) Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- b) If the "Rate" 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.

- 1.15. VALIDITY OF OFFER & CONTRACT: Offers shall remain valid for 120 days' period 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.

1.16. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source (TDS) from the running bill as per extant Income Tax Rules and other statutory requirements.

1.17. EVALUATION CRITERIA

- a) Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-I) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b) Evaluation shall be done on the basis of figure arrived at **Sl. No G2 i.e. Grand Total Amount (Excluding GST)** based on rates quoted by bidder in the price bid/RA.
- c) 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.



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d) DISCREPANCIES & ADJUSTMENT OF ERRORS:

Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.

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SECTION-II
SCOPE OF SUPPLY

2.0 BHEL intends to purchase 60 nos medium back chair of stipulated details for MCM hall.

Details:

- a) Make: Herman Miller
- b) Model: Verus
- c) Color: Black
- d) Base: Nylon

2.01 Qty Variation: The quantity of the required item is subject to a variation of $\pm 10\%$. The bidder shall be obligated to supply the revised quantity, if any, at the same unit rates, terms, and conditions as agreed in the contract.

2.02 Delivery Period & Liquidated Damages (LD):

The ordered items (i.e. chairs) shall be supplied at Corporate Office, BHEL House, Siri Fort, New Delhi-110049) within 30 days from the date of placement of the Purchase Order. In case of delay in delivery of the full or part quantity, Liquidated Damages (LD) shall be levied at the rate of 0.5% per day of delay on the undelivered quantity, subject to a maximum of 10% of the total order value (inclusive of GST).

2.03 Warranty & Replacement: The supplier shall ensure that the goods supplied are covered under a minimum warranty period of 12 years from the date of invoice. In the event of receipt of any damaged item or material, the same shall be replaced by the supplier at no additional cost to BHEL, within a reasonable timeframe not exceeding 10 days, or as may be directed by BHEL.

2.04 The material shall be dispatched with road-worthy and secure packing to prevent any damage during transit. Any rejection or damage arising due to inadequate or improper packing shall be the sole responsibility of the supplier and shall be borne by them entirely.



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SECTION-III

COMMERCIAL TERMS & CONDITIONS OF TENDER

3.00 PAYMENT TERMS:

- 3.00.1 100% payment shall be made within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME on receipt of material and being acceptable to BHEL in line with tender terms/conditions & specification along with GST compliant invoice and other relevant documents if any. No other payment term shall be acceptable to BHEL.
- 3.00.2 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.
- 3.00.3 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.

3.01 TAXES & DUTIES:

- 3.01.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 3.01.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 3.01.3 GSTIN of BHEL will be provided to the Contractor along with the Purchase order.
- 3.01.4 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.01.5 Payment to the contractor 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 contractor by BHEL.

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New Delhi



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3.01.6 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.

3.01.7 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

3.01.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

3.02 **POWER OF ATTORNEY:**

3.02.1 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

3.02.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized 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.

3.03 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.

3.04 **BREACH OF CONTRACT AND TERMINATION:** Following cases shall be considered as terms of breach of contract:

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.



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- 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.

- 3.05 **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.

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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 authorized 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;

3.05.1 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.



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3.05.2 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.

3.06 **SUBLETING:** 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.

3.07 **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.

3.08 **SECURITY 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 authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES:

3.09 **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.



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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.

3.10 ARBITRATION:

3.10.1 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.

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.

3.10.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., 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



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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, Deptt. 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.

- 3.11 **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.
- 3.12 **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 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.

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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.

- 3.13 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 3.14 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 3.15 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including Pre-Bid-Discussion.
- 3.16 **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".**
- 3.17 **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.





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3.18 **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 shall be dropped in Tender Box located near to security office at Reception, BHEL House, Siri Fort, New Delhi-110049 latest by 15:00 hrs on or before the due date, in two parts as given below.

a. Part-I (Techno-Commercial Bids)

- i) The Part-I bid shall contain all details and documents required in the tender document along with except price bid (Each and every page should be signed and stamped).

b. Part-II (Price Bid)

Part-II bid shall comprise of Price Format (Annexure-D) ONLY, duly filled, as per the enclosed instructions/ details (Signed and Stamped).

c. Process of Submission:

- i. The bidder shall put all the document of Technical Bid in an envelope and the envelope should clearly be superscripted as "Technical Bid" along with the tender reference number & name of the bidder.
- ii. The Price Bid of the tender shall be put in another sealed envelope & the envelope should clearly be superscripted as "Price Bid" along with the tender reference number & name of the bidder.
- iii. Both the aforesaid envelopes with technical bid & price bid shall be put into a bigger sealed envelope & the envelope should clearly be superscripted as "Tender Description" along with the tender reference number & name of the bidder.

Note: "Bidder must note that the bid should be submitted as per the details given above (Composition of Bids). Price to be filled-in strictly as per the Price Bid Format (Annexure-D). Failing to do so shall lead to rejection of Bid."





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SECTION-IV

QUALIFYING CRITERIA FOR THE BIDDERS

4 PRE-QUALIFICATION REQUIREMENT (PQR)

- 4.1 The bidder shall either be OEM OR their authorized distributor / seller dealer(s). In case of authorized distributor, 'Letter of Authorization' from the OEM shall be required to participate in the tender.
- 4.2 The bidder's average annual financial turnover during the last three financial years ending 31st March '24 should be at least Rs 3,44,610.00 Average of turnover of last 3 financial years ending on 31.03.2024 shall be considered to calculate bidder annual turnover
- 4.3 The bidder must be resourceful and experienced in supplying furniture and should have successfully executed at least one purchase order/contract for supply of similar items (i.e., furniture) during the last three years ending on the last day of the month preceding the month of tender invitation. The executed contract(s) must meet the following conditions:
- a) The cumulative value of such supply should be ₹4.00 lakhs or more, and
 - b) The supply must have been made to any Central Government / State Government / Public Sector Undertaking / Public Limited Company / Private Limited Company / Autonomous Body, and
 - c) Out of the total executed value, the bidder must have supplied chairs worth at least ₹80,000.00
- 4.4 **Make in India Compliance:** The bidder shall submit documentary evidence to qualify against make in India Guideline of Govt of India. The format of undertaking is presented in Annexure F.
- 4.5 The Bidder should have with him unique PAN and GST Registration Numbers.

Note: Verified MSE & Startup shall be exempted from year of experience and turnover criteria.

FAILURE TO FULFIL ALL THE ABOVE REQUISITE CONDITIONS SHALL MAKE THE TENDER OFFER TO BE SUMMARILY REJECTED.



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SECTION-V
DOCUMENTS REQUIRED

- 5.00 The bidder shall submit documentary evidence of either being an OEM OR their authorized distributor / seller dealer(s). In case of authorized distributor, a valid authorization letter on the due date of bid submission shall be submitted.
- 5.01 To calculate the "**Average Annual Financial Turnover**" of the bidder, the bidder should submit **Audited Copy of Balance Sheet** and **Profits & loss Account Statements** of last 3 financial years, ending **31st March' 2024**, as supporting/ required documents against **S. No. 4.2 of PQR**. *{ "Average Annual Financial Turnover" will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. FY 2021-22, FY 2022-23, FY 2023-24), divided by 03.*
- 5.02 The bidder must submit copies of corresponding **Purchase Orders/Work Orders** and **Completion Certificates/Proof of Delivery/Tax Invoices** clearly indicating the scope and value of supply to substantiate the experience.
- 5.03 The bidder shall submit MII Undertaking on their letter head in format of Annexure F.
- 5.04 Bidder has to submit a copy of **PAN, GSTIN** as supporting documents against **S. No. 4.5 of PQR**.
- 5.05 MSE / Start-up suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No 1.6**, along with the offer.

BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also 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 has to submit the same. If at any stage, the document(s) submitted by bidder is/are found incorrect/ false, the necessary action will be taken by BHEL against the Contractor as per extant BHEL policy.





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ANNEXURE – A

DECLARATION CERTIFICATE

(to be typed on bidder's letter head)

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





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ANNEXURE-B

Contact Details

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



Signature
With name, Designation & seal of the firm



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ANNEXURE-C

Declaration on Authorized Dealer

(to be submitted on the letter head of bidder)

We _____ hereby declare that we are authorized distributor of M/s Herman Miller Furniture (India) Private Limited as on due date of bid submission of Tender ref. No AA: GAX: 25: PR: 3116, dated 16-06-2025.

Signature

With name, Designation & seal of the firm





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(बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 / BHEL HOUSE, Siri Fort, New Delhi - 110049)

(फोन /Phone: 011-6633 7421 | ईमेल /Email: sarvdeep@bhel.in)

ANNEXURE-D

PART 'II' – PRICE BID

Sl. No	Item Description	Qty	Unit	Unit Rate per Qty (Excluding GST) (In Rs. in Figures)	Unit Rate per Qty (Excluding GST) (In Rs. in Words)	Amount (Excluding GST)
A	B	C	D	E	F	G = C x E
1	Supply & installation of Medium Back Chairs without headrest Make: Herman Miller Model: Verus Color: Black Base: Nylon	60	Nos			To Be Calculated by BHEL
2	Grand Total Amount (Excluding GST)					To Be Calculated by BHEL

Signature
With name, Designation & seal of the firm





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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Annexure E

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.
- 4.

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: 3116, Dated: 16-06-2025**. 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





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
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Annexure F

Make in India Certificate

(to be submitted on the letter head of manufacturer/service provider)

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent clarification No P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____.

Details of location at which local value addition will be made is as follows:
_____ (Place).

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

Signature
With name, Designation & seal of the firm





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

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ANNEXURE-G

FINANCIAL DETAILS OF THE BIDDER

ANNUAL TURNOVER (in ₹ Lakhs)	FINANCIAL YEAR 2021-22	FINANCIAL YEAR 2022-23	FINANCIAL YEAR 2023-24

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate/certificates along with work order(s)/Purchase Order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Name of Work	Experience certificate for the period (from and to)	Executed Contract Value (in ₹ Lakhs)	Details of client along with address, e-mail & telephone no.
1				
2				
3				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}



Signature
With name, Designation & seal of the firm

