



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

PH: 011-66337438
e-mail: vikrantk@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

Limited Tender Enquiry

for

Shifting of Office of MHI from UDHYOG Bhawan to GPOA, Block-3, Netaji Nagar, New Delhi.

NIT No.- AA: GAX: 25: PR: 3158; Date: 27-03-2026

Last Date for Submission: Date 30-03-2026 UPTO 15:00 Hrs.

- 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.
- 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.



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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER
LIMITED TENDER

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in single part bid system from the tenderers listed hereunder for Shifting of Office of MHI from UDHYOG Bhawan to GPOA, Block-3, Netaji Nagar, New Delhi.

Sl. No.	Bidder's Details
1.	M/s Unique Xerox Services, B-351, Nehru Vihar, Delhi-54
2.	M/s Global Solutions B-298/A, Street No 13, Bhajanpura, Delhi-53
3.	M/s Sign Infosys I-1, Lajpat Nagar-I, New Delhi-24
4.	M/s Anand Enterprises 3, Ganesh Nagar Extension-Ii, Delhi-92

The tenderers are requested to submit the bids (as per the tender terms & conditions) in Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort New Delhi-49 well before the bid submission end date and time.

SCHEDULE TO TENDER

1.	Tender / Bid Reference No.	AA: GAX: 25: PR: 3158
2.	Date of Issue of Tender:	27-03-2026
3.	Tender Title:	Shifting of Office of MHI from UDHYOG Bhawan to GPOA, Block-3, Netaji Nagar, New Delhi
4.	Last date/ time for receipt of tender:	30-03-2026 by 15:00 Hrs
5.	Date/ time of opening of (Part-I):	30-03-2026 at 15:30 Hrs
6.	Place of Submission of Tender / Bid:	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort New Delhi-49.
7.	Date/Time of price bid opening /:	Will be intimated separately.
8.	Minimum Validity of tender offer:	90 days
9.	Scope of Work:	Shifting of Office of MHI from UDHYOG Bhawan to GPOA, Block-3, Netaji Nagar, New Delhi (Chapter-3)
10.	Duration of Contract:	Forty-Five Days (45 days)

Sr. Manager/HR-GAX





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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





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).
- 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.
- 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

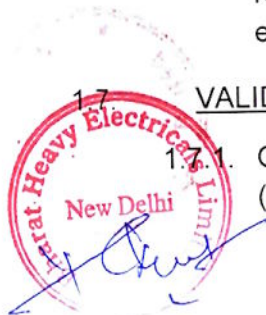


other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

- 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:**

- 1.7.1. Offers shall remain valid for 03 months 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 (if any).

- 1.7.2. The contract will be valid for a period of **45 days**. 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) Traders are excluded from the preview of Public Procurement Policy.


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

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 (if any). 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. The "enhanced" portion of the performance security, calculated as interest (Repo rate + 4%) for the delayed period, is compensatory in nature to account for the delay in securing the contract.

While the base Security Deposit is refundable upon successful completion of contractual obligations, the enhanced interest component is to be retained/recovered by BHEL and not returned to the contractor.



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.

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.

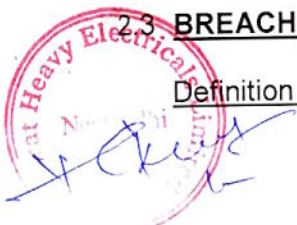
The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time 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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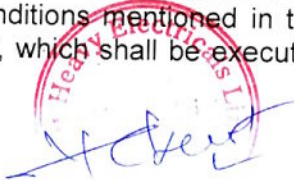
- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance 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.






- 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.



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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 **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:

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.





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 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 **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.
- 2.21 **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:
- Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - The Bank Guarantees shall be as per prescribed formats.



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- 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.

2.22 **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.

2.23 **OTHER ISSUES**

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.23.4 E- invoicing shall be applicable as per direction/norms of government.

2.23.5 Foreclosure: This contract will be valid initially for 45 days 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.





2.24 SPECIAL INSTRUCTION TO BIDDERS:

2.24.1 **STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to NOIDA with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.

2.24.2 The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

2.24.3 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from money due to him or otherwise as deemed fit.

2.24.4 The contractor shall be responsible safety precautions as may be required for safe and satisfactory execution of the contract.

2.24.5 The contractor shall be responsible for proper medical facilities for the personnel employed by him, in case of any eventuality.

2.24.6 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.24.7 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.



- 2.24.8 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one instalment.
- 2.24.9 The contractor shall fully indemnify and keep indemnified BHEL against all claims of whatever nature arising during the course of execution of this contract.
- 2.24.10 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL.
- 2.24.11 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, except for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.
- 2.24.12 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.24.13 No land belonging to BHEL shall be occupied by the Contractor without the written permission of BHEL.
- 2.24.14 The successful tenderer must comply to all statutory regulations applicable to this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 2.24.15 BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose.





CHAPTER -3
Special Condition of Contract

SCOPE OF WORK

- 3.1 The work involves shifting of office assets, equipment, and records of the Ministry of Heavy Industries (MHI) from its existing premises at Udyog Bhawan, New Delhi to the newly allotted office space at GPOA-03, Netaji Nagar, New Delhi.
- 3.2 The indicative details of items to be shifted are provided in Annexure–A6 (List of Items).
- 3.3 The items to be shifted include both fragile and non-fragile materials, requiring appropriate handling and transportation arrangements.
- 3.4 The scope broadly covers shifting of:
- IT equipment: Computers, printers, scanners, servers, UPS, photocopiers, etc.
 - Furniture items: Tables, chairs, workstations, sofas, almirahs, racks, etc.
 - Electrical/electronic appliances: Refrigerators, televisions, heaters, air purifiers, water dispensers, etc.
 - Records and documents: Files, service books, record room documents, stationery and other miscellaneous office items.
- 3.5 Sensitive and fragile equipment shall be carefully dismantled (wherever required), packed using suitable protective materials such as bubble wrap, thermocol sheets, etc., properly labelled, and handled to avoid any damage during transit.
- 3.6 Bulky and non-fragile items such as furniture, racks, almirahs, and record bundles shall be systematically packed, labelled, transported, and placed at designated locations.
- 3.7 The scope of work shall include:
- Dismantling/uninstallation (wherever required).
 - Scientific packing with adequate cushioning.
 - Proper labelling and inventory management.
 - Loading, transportation, unloading
 - Unpacking and placement/reinstallation at designated locations/workstations.
- 3.8 The entire operation shall be carried out ensuring complete safety, security, and integrity, especially of official records and documents.
- 3.9 Packing, marking, and labelling of materials at MHI, Udyog Bhawan shall be done using cardboard cartons of appropriate sizes.
- 3.10 The packed cartons/items shall be loaded, transported, and unloaded at the new premises and shifted to the respective rooms/workstations as directed.





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- 3.11 After unloading, the contractor shall unpack and arrange the items at the designated locations.
- 3.12 The transportation shall be carried out using trucks of appropriate sizes. Indicative minimum truck sizes are as follows:
- (a) 17 ft × 6.0 ft × 7 ft
 - (b) 14 ft × 6.0 ft × 6.5 ft
 - (c) 9.5 ft × 5.5 ft × 5 ft
- 3.13 The cartons/items shall be arranged in such a manner that maximum capacity of each trip is utilized efficiently.
- 3.14 Adequate protective materials such as air bubble wrap and thermocol shall be used for packing of delicate and sophisticated items including IT and electronic equipment.
- 3.15 Special care shall be taken while packing crockery and pantry items to prevent breakage during handling and transit.
- 3.16 All materials shall be properly covered with waterproof sheets during transportation to prevent damage.
- 3.17 Empty cartons/packing materials, after unpacking, shall be taken back by the contractor.
- 3.18 The schedule for packing and shifting shall be intimated separately to the successful bidder.
- 3.19 The contractor shall arrange all packing materials such as cartons, gunny bags, packing tapes, ropes (sutli), thermocol sheets, etc., at their own cost.
- 3.20 The contractor shall be responsible for obtaining necessary permissions from traffic police or other authorities, if required, for transportation.
- 3.21 The contractor shall be fully responsible for any loss, theft, or damage to MHI property during packing, loading, transportation, unloading, unpacking, and placement. Any financial loss incurred by BHEL/MHI on this account shall be fully recovered from the contractor.
- 3.22 Delayed / late quotations are liable to be rejected.
- 3.23 **Validity of Contract:** The contract will be valid for the period of 45 days 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 45 days contract on the same rates, terms & conditions, if mutually agreed in writing.
- 3.24 BHEL reserves the right to increase or decrease the quantity of each item up to 30 % from the contracted quantity.

PROCEDURE FOR SUBMISSION OF TENDER

- 3.25 The tender shall be submitted in a single sealed envelope superscripted with the Tender Number and Due Date & Time as mentioned in the tender enquiry.



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The sealed envelope shall contain all required documents, including the duly filled and signed Price Bid format (Annexure-A2) along with all supporting documents required for evaluation of the offer.

The bidder shall ensure that the envelope is properly sealed and clearly superscripted with the Tender Number and Due Date. Bids received without the required documents or without the duly filled Price Bid format may be liable for rejection.

- 3.26 All bids received shall be opened and evaluated in accordance with the terms and conditions of the tender. The bids shall first be examined for compliance with the technical and commercial requirements specified in the tender documents.

Offers meeting the technical and commercial requirements shall subsequently be considered for price evaluation, and the successful bidder shall be finalized based on the evaluation criteria specified in the tender enquiry.

- 3.27 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The price bid has been given in the standard format at Annexure-A2 with the tender document.

- 3.28 The bidder shall submit copies of PAN, GST Certificate along with the bid.

- 3.29 **Shifting Period:** The successful bidder shall complete the shifting of the Office of MHI from Udyog Bhawan, New Delhi to GPOA, Block-3, Netaji Nagar, New Delhi within a period of 15 days from the date of Award of Work.





Chapter -4

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. GST compliant Bill complete in all respect along with all the requisite documents submitted by the Contractor will be paid within **45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME** of its receipt and after satisfactory completion of entire shifting process. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. 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.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. 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.
- 4.1.5. The bidder is liable to pay all statutory taxes & charges etc. for the shifting process. BHEL shall not reimburse any such charges.
- 4.1.6. The basis of arriving at the quantities/number of trucks/trips used for shifting process shall be the relevant documents viz gate pass etc. approved by Engineer-in-charge, BHEL. These documents shall be prepared jointly with Engineer-in-charge and signed by both the party.

4.2. TAXES & DUTIES:

- 4.2.1. To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- 4.2.2. Digital tax invoice shall be preferred.
- 4.2.3. To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST





website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.

- 4.2.4. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- 4.2.5. GSTIN of BHEL will be provided to the vendor along with the work order.
- 4.2.6. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.7. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
- 4.2.8. 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) etc.
- 4.2.9. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- 4.2.10. Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- 4.2.11. Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 4.2.12. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages



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shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

4.2.13. The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:

- a) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c) Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d) The service provider shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.

4.2.14. Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

4.2.15. In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider 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 Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

4.3. DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract and shall be notified by BHEL as per the terms indicated in the contract. The Contractor shall be given 2 days' prior notice to respond and submit representation (if any), by BHEL before levying of





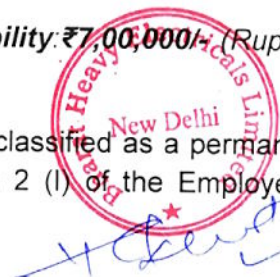
damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding. If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the security deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

4.3.1 If entire shifting process is not completed within contractual period then penalty will be imposed @ $\frac{1}{2}$ % of Contract Value for each day of delay, subjected to 10% of the Contract Value. LD will be calculated on the total value of work order.

4.3.2 "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).
- 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."





- 4.3.3 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 4.3.4 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.
- 4.4 **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.
- 4.5 **Evaluation criteria:**
- 4.5.1 BHEL shall carry out a detailed evaluation of the bids to determine whether the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder(s) and may load the bids for price for accepting such deviations, wherever considered appropriate..
- 4.5.2 Based on the evaluation, BHEL shall determine the bids that are technically and commercially acceptable. BHEL reserves the right to reject any bid without assigning any reason..
- 4.5.3 Price evaluation shall be carried out only in respect of bids found to be technically and commercially acceptable. The evaluation criteria shall be the lowest quote arrived at on "Grand Total (all inclusive)" basis as per Annexure A2 – Price Bid Format. The rate contract shall be awarded to the bidder quoting the overall L-1 amount i.e., "Grand Total" (excluding GST).
- 4.5.4 In case of any arithmetical errors in the price bid, the higher unit rate shall be considered for evaluation, whereas the lower unit rate shall be considered for placement of order, as applicable.
- 4.5.5 Bidders shall submit their complete bid including technical, commercial and price details in a single sealed envelope as per the tender requirements. The bids shall be evaluated in accordance with the terms and conditions of the tender.
- 4.5.6 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.





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- 4.5.7 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).
- 4.5.8 Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.



	<p style="text-align: center;">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p style="text-align: center;">PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
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Annexure A1
AA: GAX: 25: PR: 3158
Date: 27-03-2026

Make in India Format

(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



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Annexure A2

AA: GAX: 25: PR: 3158
Date: 27-03-2026

Price Bid Format

S. No.	Description	Minimum Size of Truck	Unit	Estimated No. of Trips	Rate per Trip Excluding GST (₹)	GST in percent	Total Amount (₹)
1	2	3	4	5	6	7	8 = (5x6) x (1+7)
A	Shifting of Office Assets, Equipment and Records of Ministry of Heavy Industries (MHI) from Udyog Bhawan, New Delhi to GPOA-03, Netaji Nagar, New Delhi as per detailed scope of work (attached)	Truck of size 17.0 ft x 6.0 ft x 7.0 ft Truck of size 14.0 ft x 6.0 ft x 6.5 ft Truck of size 9.5 ft x 5.5 ft x 5.0 ft	Per Trip Per Trip Per Trip	45 50 55			To be calculated by BHEL To be calculated by BHEL To be calculated by BHEL
B							To be calculated by BHEL
					Grand Total Amount (including GST) (₹)		

Note:

1. Quantities above indicate approximate requirements during contract period.
2. Quantities may vary by + / - 30%.
3. Payment shall be as per actual utilization of services, in line with tender terms & conditions.
4. **Evaluation Criteria:** Evaluation shall be done on the basis of total amount arrived at B-8 i.e. Grand Total (including GST).



Signature
With Name, designation & seal of the firm



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Annexure A3

AA: GAX: 25: PR: 3158


Date: 27-03-2026

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) (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	



Signature
With name, Designation & seal of the firm

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
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Annexure A4
AA: GAX: 25: PR: 3158
Date: 27-03-2026

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: 25: PR: 3158, Dated 27-03-2026. 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



	BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.	PH: 011-66337438 e-mail: vikrantk@bhel.in
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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





BHARAT HEAVY ELECTRICALS LIMITED
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BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

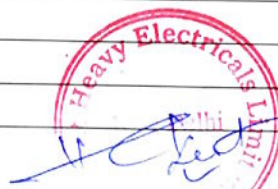
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e-mail: vikrantk@bhel.in

Annexure A6

Tender No. AA: GAX: 25: PR: 3158

Date: 27-03-2026

S. No.	List of items	Quantity
Furniture items (Wooden/Steel)		
1	BED	3
2	SOFA 2-SEATER	2
3	SOFA 3-SEATER	8
4	SOFA 5-SEATER	5
5	SOFA 7-SEATER	2
6	ALMIRAH WOODEN/STEEL	4
7	BOOK SHELF	15
8	CABINET / SIDE TABLE	10
9	TABLE (EXECUTIVE)	15
10	TABLE CENTER	10
11	STOOL / CORNER TABLE	15
12	CONFERENCE ROOM CHAIR	79
13	CHAIR (REVOLVING/COMPUTER/EXECUTIVE)	70
14	CHAIR (VISITOR/STEEL/WOODEN)	30
15	FOOT REST	19
16	STEEL BENCH 2-SEATER	9
IT Items		
17	PHOTOCOPIER MACHINE	50
18	COMPUTER	251
19	SCANNER	49
20	PRINTER (ALL TYPE)	223
21	UPS / STABILIZER	243
22	FAX MACHINE	10
23	BIOMETRIC DEVICE	143
24	VIDEO/AUDIO CONFERENCING SYSTEM	6
25	VIDEO RECORDER SYSTEM	1
26	WEBCAM / SPEAKER (FOR VC) / MICROPHONE	20
27	WI-FI SYSTEM	4
28	HARD DISK (PORTABLE) / SSD	25
29	HEADPHONES (ALL TYPE)	8
30	I-PAD	2
Electrical Items		
31	REFRIGERATOR	42
32	TELEVISION (LED & LCD)	52
33	PAPER SHREDDER	27
34	AIR PURIFIER	71






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35	WATER COOLER / DISPENSER	87
36	HEATER (ROD/OIL/BLOWER/HALOGEN)	254
37	HOT CASE / OTG / MICROWAVE OVEN	82
38	VACUUM CLEANER	3
39	AQUA GUARD MACHINE / RO SYSTEM	2
40	INDUCTION COOKTOP	6
Miscellaneous Items		
41	STATIONERY ITEMS LYING IN THE STORES OF GA SECTION	
42	CROCKERIES (JS & ABOVE)	
43	FILES / RECORDS / BOOKS	
44	CHANNEL RACK IN RECORD ROOM	
45	COAT STAND	16
46	GLASS SHELF STAND	1
47	NOTICE / WHITE BOARD	6
48	PARTITION SIDE SCREEN / WOODEN	7
49	SPIRAL BINDING MACHINE	2
50	TROLLEY (TV & PHOTOCOPIER)	6
51	WRITING STAND / DESK RAISER	17
52	TELEPHONE / KTS INSTRUMENT	258
53	SIEMENS / PANASONIC / EPABX EXCHANGE	21
54	AIR STREAM	3

Signature
With Name, designation & seal of the firm



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Annexure A7
AA: GAX: 25: PR: 3158
Date: 27-03-2026

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

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:





Annexure A8

AA: GAX: 25: PR: 3158
Date: 27-03-2026

Security Deposit Bank Guarantee

This deed of Guarantee made thisday 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





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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





BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE (HR – GAX)
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PH: 011-66337438
e-mail: vikrantk@bhel.in

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





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Annexure A9

Check-List

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement (Signed & Stamped)	Yes/ No/ NA	Page nos.
1	Sign and Stamp on each page of tender document		
2	Copy of PAN		
3	Copy of GST		
4	UDYAM Registration Certificate (if any)		
5	Start-up Certificate (if any)		
6	Annexure A1, Make in India Declaration		
7	Annexure A2, Price Bid		
8	Annexure A3, Details of Business		
9	Annexure A4, Acceptance Letter / Deviation Certificate		
10	Annexure A5, Declaration		
11	Annexure A6, List of items		
12	Annexure A7, NEFT Format		
13	Annexure A8, Security Deposit Bank Guarantee		
14	Annexure A9, Check-List		

Signature
With name, Designation & seal of the firm

