



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

Single Tender Enquiry on M/s Archade Technical Services.
31, vaishali colony, opposite dwarka telephone exchange, new delhi-110045

For

Architectural Services for Preparation of Elevation & Layout Drawings of BHEL House

NIT No.- AA:GAX:25:PR:3159; Date: 02-04-2026

Last Date for Submission: Date 06-04-2026 UPTO 15:00 Hrs.





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Notice Inviting Tender

NIT No: AA:GAX:25:PR:3159; Date: 02-04-2026

Bid through BHEL web site (www.bhel.com) and from CPP portal (<http://eprocure.gov.in>) is invited for the below mentioned work. Tender is invited in single part bid system, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Completion period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Architectural Services for Preparation of Elevation & Layout Drawings of BHEL House	15 Days	06-04-2026 Up to 15:00 Hrs	06-04-2026 at 15:30 Hrs	Tender Box at GF 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) and 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.-011-66337438 or at e-mail: vikrantk@bhel.in



Vikrant Kumar
Sr. Manager (HR-GAX)
Ph:011-66337438
Mobile:9759669400



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General Conditions of Contract (GCC)

CHAPTER-1

General Instructions to Tenderer

CHAPTER-2

General Terms and Conditions





CHAPTER -1

GENERAL INSTRUCTION TO TENDERER

1. GENERAL INSTRUCTION TO BIDDER

1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped or digitally signed and submitted along with the offer as a 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/considered for evaluation of bid.
- 1.1.3. 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.
- 1.1.4. 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.
- 1.1.5. 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.
- 1.1.6. **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 check their email & also remain in touch with the Notice Inviting Authority to remain updated. Non-checking 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.

1.1.7. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder 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, find discrepancies/omissions in the tender document issued, require clarification on any of the technical aspects, scope of work etc., he/she shall contact the authority well in time before the submission of the tender. In case of not doing so, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions 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.

1.1.8. 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.

1.1.9. 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. The bid must be submitted Tender Box at GF Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049. BHEL takes no responsibility for any delay. 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:

Tender shall be opened 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 through at 2nd Floor, BHEL



House, Siri Fort, New Delhi-110049. The last day of submission (or the extended date of submission) and the opening date of bid shall be same. If there is holiday on due date of bid submission, then the bid shall be opened on the next working day at the scheduled time.

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 of Bid & 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 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, there is discrepancy between the unit price and the total price, 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 on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. 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.
- 1.7. **VALIDITY OF OFFER:** Offers shall remain valid for **90 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 and shall be binding on the Bidder. 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. The bidder may refuse the request.
- 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,





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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. 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.





CHAPTER-2

General Terms and Conditions

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 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.

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:

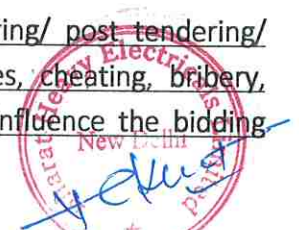
COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit 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 The Bidder(s) 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.

2.4 **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

Definition 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.
- 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

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.9 **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.
- 2.10 **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 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;
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

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

2.11.2 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.





- 2.12 **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.
- 2.13 **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:

- 2.14 **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.

2.15 **ARBITRATION:**

- 2.15.1 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.

2.15.2 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 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.

2.16 **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.





2.17 **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.

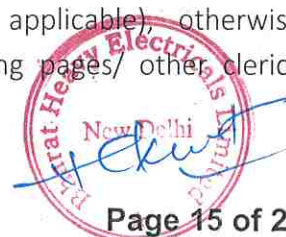
Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered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

2.18 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-B). 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.

2.19 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.

2.20 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.

2.21 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.

- 2.22 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 2.23 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.
- 2.24 **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.
- 2.25 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.26 **Liaisoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 2.27 **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.
- 2.28 **BANK GUARANTEE**
Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:
- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantees shall be as per prescribed formats.
 - iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.





- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.29 OTHER ISSUES

- 2.29.1 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.29.2 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.
- 2.29.3 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 2.29.4 E- invoicing shall be applicable as per direction/norms of government.
- 2.30.5 Short closure/Foreclosure: This contract will be valid initially for five years from the date of award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.





Chapter III

Special Condition of Contract

SCOPE OF WORK

3.0 Scope of Work.

- Conduct detailed site survey of BHEL House, Siri Fort, New Delhi.
- Preparation of architectural drawings including building elevation and layout/plan drawings.
- Drawings shall comply with requirements of Delhi Fire Department.
- Submission of final drawings in hard copy and soft copy.
- ny revision required by BHEL/Fire Department shall be carried out without extra cost.

3.1 Completion Period: The entire work shall be completed within 15 days from the date of issue of Work Order.

3.2 If the services are found to be unsatisfactory, then the contract may be terminated giving one month's written notice to the contractor, If the non-performance notified are not rectified within the aforesaid notice period. Payment for the period up to the date of termination of contract i.e. up to the end of notice period shall be on pro rata basis.

3.3 Evaluation criteria: The evaluation criteria shall be lowest quote arrived on "Grand Total" (excluding GST)".

3.4 Validity of offer: The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of bid.

3.5 Payments Terms:

- Bill complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid **within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME** of its receipt and final acceptance of BHEL.
- 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.
- 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.

3.6 Delay and Penalty Terms:

- Delay shall attract LD @ 0.5% per day subject to maximum 10% of contract value.
- For unsatisfactory work, BHEL reserves the right to impose penalty or get work done at risk and cost.





3.7 Taxes and Duties:

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





demand from tax authorities, on account of Contractor's suppression of facts, fraud or will full misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.

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

3.8 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.





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

PH: 011-66337438
e-mail: vikrantk@bhel.in

Annexure A1
AA:GAX:25:PR:3159
Date: 02-04-2026

Price Bid Format

S. No.	Item Description	Unit	Qty	Unit Rate (₹)	GST (%)	Amount incl. GST (₹)
1	Architectural services at BHEL House, Siri Fort, New Delhi which includes:	LS	1			
	a. Survey of BHEL House					
	b. Providing Drawing of Elevation of building Front and Back					
	c. Providing Drawing of Plan of Ground Floor					

Signature
With Name, designation & seal of the firm





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

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e-mail: vikrantk@bhel.in

Annexure A2

AA:GAX:25:PR:3159

Date: 02-04-2026

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



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CORPORATE (HR – GAX)
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Annexure A3

AA:GAX:25:PR:3159

Date: 02-04-2026

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:3159; Date: 02-04-2026. 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

Annexure A4

AA:GAX:25:PR:3159

Date: 02-04-2026

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

PH: 011-66337438
e-mail: vikrantk@bhel.in

Annexure A5
AA:GAX:25:PR:3159
Date: 02-04-2026

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:

