



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना

INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in two parts viz. Techno-commercial (Part-I) and Price (Part-II) bids for Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village).

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:26: WDC:501
2.	Date of Issue of Tender:	21-08-2026
3.	Type of Tender:	Open Tender
4.	Tender Title:	Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049
5.	Location of BHEL-premises where work is to be carried out	BHEL House, Sirifort, New Delhi-110049 and BHEL Township in AGVC (Asian Games Village), New Delhi-110049
6.	Last date/ time for receipt of tender:	31-08-2026 by 11:30 AM
7.	Date/ time of opening of (Part-I):	31-08-2026 by 12:00 PM
8.	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
9.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort, New Delhi-110049
10.	Date/Time of Price-Bid Opening:	Will be intimated separately.
11.	EMD (₹):	NIL
12.	Minimum Validity of tender offer:	90 days from the due date of submission of offer.
13.	Scope of Work:	Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049
14.	Duration of Contract:	02 Years. The date of commencement shall be reckoned from the date of Work Order issued to the successful tenderer or as indicated in Lol/WO.

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

मीना ठाकरान / MEENA THAKRAN

For on behalf of Manager

Bharat Heavy Electricals Limited
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
 सीरि फोर्ट, नई दिल्ली-110049 (Siri Fort, New Delhi-110049)
 नई दिल्ली (Meena Thakran) Delhi-110049

Sr. Manager (HR-GAX & ISMG)

No. 011-6633 7401/9625062397; e-mail: meenat@bhel.in

SECTION-I**DEFINITIONS**

1.1 DEFINITIONS: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) **BHEL** shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI - 110049, or its Manufacturing Units (MU) or Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) **"EXECUTIVE DIRECTOR"** or **"GENERAL MANAGER (In- charge)"** or **"GENERAL MANAGER"** shall mean the Officer in Administrative charge of the respective MUs/Power Sector Region/Unit.
- iii) **"COMPETENT AUTHORITY"** shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) **"ENGINEER"** or **"ENGINEER IN CHARGE"** shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- v) **"SITE"** shall mean the places or place at which the equipments are to be installed and services are to be performed as per the specification of this Tender.
- vi) **"CONTRACTOR"** shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- vii) **"CONTRACT"** or **"CONTRACT DOCUMENT"** shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- viii) **"GENERAL CONDITIONS OF CONTRACT"** shall mean the 'Instructions to Bidders' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.

मीना ठाकरान / MEENAXI THAKRAN **"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS"** shall mean
 वरिष्ठ प्रबंधक / Senior Manager General Conditions, Common Conditions, Special Conditions, Price Bid, Rate
 कॉर्पोरेट प्रशासन एवं आई.एम.ए.जी. / Corporate Admin. & I.M.A.G. Schedule, Technical Specifications, Appendices, Annexures, Corrigendums,
 भारत भारी विद्युत लिमिटेड / Bharat Heavy Electricals Limited
 बी.एच.ई.एल. हाउस, श्री फोर्ट, नई दिल्ली-110049 / BHEL House, Siri Fort
 नई दिल्ली-110049

Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.

- x) **"LETTER OF INTENT/ AWARD"** shall mean the intimation by a Letter/Fax/email to the bidder that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xi) **"COMPLETION TIME"** shall mean the period by 'date/month' specified in the 'Letter of Intent/Award'.
- xii) **"EQUIPMENT"** shall mean equipment, machineries, materials, structural, electricals and other components of the system covered by the contract.
- xiii) **"TESTS"/ "TESTING"** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xiv) **"APPROVED", "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- xv) **"WORK or CONTRACT WORK"** shall mean and include deployment of manpower, supply, installation, commissioning, configuration, testing & Maintenance of all categories of equipment/hardware, software, tools and tackles etc. required for complete operation of the system to the entire satisfaction of BHEL.
- xvi) **"SINGULAR AND PLURALS ETC"** words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xvii) **"HEADING"** - The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xviii) **"MONTH"** shall mean calendar month unless otherwise specified in the Tender.
- xix) **'Day' or 'Days'** unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- xx) **"WRITING"** shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxi) **'CONTRACT PRICE' or 'CONTRACT VALUE'** shall mean the sum mentioned in the LOA/Contract Agreement subject to such additions thereto or deductions therefrom as may be made under provisions hereinafter contained.

मीना ठाकरान / MEENA THAKRAN
 वरिष्ठ प्रबंधक / Senior Manager
 कॉर्पोरेट प्रशासन एवं आंतर-संबंध / Corporate Administration
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
 बी.एच.ई.एल. हाउस, सीरि फोर्ट (BHEL House, Siri Fort
 नई दिल्ली - 110049

- xxii) **'EXECUTED CONTRACT VALUE'** shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxiii) **"COMMENCEMENT DATE"** or **"START DATE"** shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxiv) **"SHORT CLOSING"** or **"FORE CLOSING"** of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xxv) **"TERMINATION"** of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- xxvi) **"DE MOBILIZATION"** shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxvii) **"RE MOBILIZATION"** shall mean the resumption of work with all resources required for the work after demobilization.
- xxviii) **CONTRACT PERIOD:** The contract period of 02 years will begin from the date specified in the work order issued by the Corporate Office.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत भारी बिजली लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरि फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

SECTION-II
GENERAL CONDITIONS OF TENDER

2.1 GENERAL INSTRUCTION TO BIDDERS

- a) The General Conditions of Contract form part of the Tender specifications. **Tender to be submitted offline in Tender Box placed at Reception of BHEL House, Siri Fort, New Delhi-110049; within the date and Time.** In exceptional cases, where due to bulky size of the bid documents and it is not possible to drop the bids in the tender box, the bid documents may be handed over to the tender inviting authority.
- b) 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.
- c) Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- d) Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- e) 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.
- f) All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking of all the documents, which shall be numbered page wise.
- g) **COMMUNICATION & CORRESPONDENCE:** Bidder(s) 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(s) 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.
- h) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents or are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with

मीना ठाकरान / MEENA THAKRAN
ज्येष्ठ प्रबंधक / Senior Manager
आवास एवं इलेक्ट्रिकल विभाग / Corporate Accommodation & E&E
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

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

- i) 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.
- j) No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.
- k) **Integrity Pact (IP) - Not Applicable**

2.2 SUBMISSION OF TENDERS

- a) The bidders must submit their tenders to Officer inviting tender as per instructions in the NIT.
- b) Tender shall be submitted offline in Tender Box placed at Reception of BHEL House, Siri Fort, New Delhi-110049; within the date and Time.
- c) Bids 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 bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- d) Bidders whose bids are found techno commercially qualified shall be notified through email/telephonically about the date and time of Opening of Price-Bids. BHEL's decision in this regard shall be final and binding.
- e) The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Bidder.
- f) Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns/rows where quote is to be offered by the bidder.
- g) The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- h) **SITE VISIT: Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working at respective BHEL Office and other prevalent conditions that may affect the performance of contract in any manner before quoting for this tender. Bidder may also assess, facilities available, position of material and labour, means of transport and access to site, accommodation, etc.** Visit shall be made on any working day between 09:00AM to 05:30PM with prior intimation to Tender Inviting Authority.

मीना ठाकरान / MEENA THAKRAN

वरिष्ठ प्रबंधक / Senior Manager

कॉर्पोरेट प्रशासन एवं सुरक्षा विभाग / Corporate Admin. & ISMG

भारत भारी यंत्रणा लिमिटेड / Bharat Heavy Electricals Limited

बी.एच.ई.एल. हाउस, सिरि फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049

No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the respective office of BHEL shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site,

surrounding, working conditions, weather etc. on its own before submission of the bid.

- i) The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
 - i. the Bidder has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.
 - ii. the Bidder accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
 - iii. the Bidder accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Bidder shall not raise any claims/ disputes against BHEL at later date in any manner whatsoever.

j) **COST OF BIDDING:**

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.

2.3 **LANGUAGE**

- a) The bidder shall quote the "AMOUNT" in international numerals ONLY. The "TOTAL PRICE" shall be entered in figures as well as in words. "AMOUNT" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.
- c) Currencies of Bid & Payment: Indian Rupees (₹) only.
- d) 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.
- e) **Singular & Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.

मीना ठाकरान / MEENA THAKRAN 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 taken into consideration in the interpretation or construction thereof or the
वर्तमान प्रमुख / Senior Manager
कॉर्पोरेट प्रशासन एवं आर्थिक विभाग / Corporate Admin. & ISMG
भारत भारी इलेक्ट्रिक लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

2.4 **TENDER OPENING:**

- 2.4.1 Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. Or by tender committee in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of part-I (Techno-commercial bid)

shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

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

2.4.3 Post techno - commercial evaluation of the bidders, BHEL shall be resorting to Conventional PAPER PRICE BID OPENING for this tender and L-1 shall be decided on the basis of Total Amount (excluding Taxes) quoted in PRICE-BID. Price-bid format is attached with tender and the price must be quoted in that format only. For any queries, NIT inviting authority shall be contacted.

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

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of a) and b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.6 **TENDER PRICES & TENDER EVALUATION:**

- a) If the "Rate/Amount" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, then that bid is deemed to be violating the terms of tender and shall not be considered for financial comparison and shall be rejected declaring "unresponsive bid" for violating term and conditions of tender.
- b) L-1 shall be decided on the basis of TOTAL COST TO COMPANY (excluding GST); amongst the remaining bidder(s) after removal of unresponsive bid(s); with due process of Price - bid Opening.
- c) In the event of all bids being rejected on account of S. No. a) above, retendering will be resorted to.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager

भारत भारती लिमिटेड / Bharat Heavy Electricals Limited
सी. एच. ई. एल. हाउस, सीरि फोर्ट (BHEL House, Siri Fort)
नई दिल्ली-110049 / New Delhi-110049

d) 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".

e) 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).

- f) BHEL's decision in such situations shall be final and binding.
- g) While quoting, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance, Overheads, Profit Margins, cost of any other item under its scope etc.
- h) All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- i) Lowest "PRICE" received 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 L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

2.7 APPLICABLE CONTRACTUAL VARIATIONS: Within the validity or any extension of contract thereof, "Rates" shall remain firm without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, BHEL reserves the right to increase or decrease the quantum of work/services up to 30% at the same item rates, terms and conditions of this contract during the validity of the contract.

2.8 VALIDITY OF OFFER: Offers shall remain valid for **90 days'** period from the due date of submission of bids (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. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

2.9 SECURITY DEPOSIT / PERFORMANCE SECURITY: 05 % of the contract value.

2.9.1 COLLECTION OF SECURITY: At least 50% of the required Security Deposit, including the EMD, 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 the running bill(s) of the Contractor till the total amount of the required Security Deposit is collected.

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.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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कोरपोरेट प्रशासन एवं आईएसएमजी / Corporate Administration & ISMGI
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The recoveries made from running bill(s) (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

Note: It is clarified that 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.

2.9.2 The Security Deposit shall not carry any interest.

2.9.3 **BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:** For Electronic Fund Transfer, the details are as below:

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

2.9.4 BHEL reserves the right of forfeiture of Performance security in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Performance security against any claims of other contracts with BHEL by giving prior notice to the contractor.

2.9.5 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.

2.9.6 **There is no exemption of Performance security deposit submission for MSE / Startups Vendors.**

2.9.7 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.

2.9.8 **RETURN OF PERFORMANCE SECURITY:** Performance Security shall be released to the contractor after 2-months upon fulfilment of all contractual obligations after deducting all expenses / other amounts due to BHEL under the contract.

2.9.9 **BANK GUARANTEES:** 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. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.

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 as per the advice of BHEL. 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 BHEL and submitted to the authority issuing the LOI/LOA/Contract.

- 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) Bidders 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 submitted to authority issuing the LOI/LOA/Contract unless specified otherwise

2.10 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

2.10.1 The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non- compliance to any contractual condition or any other default attributable to Supplier /Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.
- xi. Further, following incidents may also result in Termination of Contract:

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;

Note:

- i. Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 15 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

- ii. The grounds mentioned hereinabove 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 15 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 15 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- iii. 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.

2.10.2 REMEDIES IN CASE OF BREACH OF CONTRACT

- i. Wherein the period as stipulated in the notice issued under clause 2.10.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the Contract on the ground of "Breach of Contract" without any further notice to contractor.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
भारत भारती इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरि फोर्ट, नई दिल्ली-110049
फोन: 110049, 110049

- ii Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv In case the amount recovered under sub clause 2.10.2 (ii) or 2.10.2 (iii) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आपत्ति प्रबंधन / Corporate Admin. & ISMG
भारत भारी बिजली / Bharat Heavy Electricals Limited
बी.एच.ई.एल. भवन, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.11 GUARANTEE/WARRANTY: NOT APPLICABLE.

2.12 REJECTION OF BIDS

- a) BHEL reserves the right to accept or reject any of the bid / all bids 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 lowest tender.
- b) BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- c) Unsolicited bids, bids 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.
- d) 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.
- e) 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/Security Deposit/any other money due.
- f) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- g) 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 and forfeit the Earnest Money / Security Deposit.
- h) "The offers of the bidders who are under suspension and also the offers of the bidders, 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 any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.

- i) The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ bidder/ contractors shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://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.

- 2.13 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 2.14 In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 2.15 BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.16 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.
- 2.17 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.18 **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.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रशासन / Corporate Admin. & ISMG
भारत भारी बिजली, लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

- 2.19 SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. 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.

The above condition shall however not apply to that information, which

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The provisions of this Clause shall survive termination for a period of two years, for whatever reason, of the Contract.

2.20 GRIEVANCE REDRESSAL MECHANISM

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>
3. Responses will be provided in accordance with the defined escalation matrix."

2.21 SETTLEMENT OF DISPUTES:

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall be in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation

in terms of the BHEL Conciliation Scheme 2018 as per Clause 2.21 (a).

मीना ठाकुर / MEENA THAKUR
सिनिअर मैनेजर / Senior Manager
आर.सी.एम.डी. / Corporate Admin. & ISMG
सी.ए.ए.सी. / C.A.S. / Limited
बी.ए.ए.सी. / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

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

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments / Entities/agencies are to encourage mediation under the Mediation Act, 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" as and when the Mediation Act 2023 gets notified.

b) ARBITRATION:

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21 (a) herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the Dispute), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency e.g. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आर्थिक प्रबंधन / Corporate Finance & ISMG
भारत भारी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरि फोर्ट, नई दिल्ली

- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be NEW DELHI.
- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at NEW DELHI.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contractor has been mutually closed or "No Demand Certificate" has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including. interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 2.21 (b) (ix). Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

2.22 JURISDICTION: Subject to clause 2.21 of this contract, the Civil Court having original Civil Jurisdiction i.e. New Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.23 GOVERNING LAWS: The contract shall be governed by the Law for the time being in force in the Republic of India.

- 2.24 AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of 02 years. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 15 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 2.25** 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.
- 2.26 LIASONING WITH LOCAL AND STATE AUTHORITIES:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 2.27 VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. 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.
- 2.28 PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 2.29 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.
- 2.30 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 (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the finalization of contract.
- 2.31** The quality of the works will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.32** The Contractor shall comply with all statutory and safety requirements of BHEL while executing the contract. PF and ESI for their deployed employees for said contract shall be ensured by the Contractor. The personnel engaged should also be provided with necessary PPEs (Personal Protective Equipment) by the Contractor.
- 2.33** No inferior services should be acceptable.
- 2.34** All services should be provided as directed by designated BHEL Engineer-in-charge at all the BHEL units.

2.35 LIMITATION OF LIABILITY: Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

2.36 FORCE MAJEURE

2.36.1 "A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation 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, seek to 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.

2.36.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.36.3 The party who has given such notice (as per 2.38.1) shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.36.4 Delays in delivery in completion of contractual obligations on account of Force Majeure event for which the supplier, consultant, service provider and contractor is not at fault. In such cases the delivery period and/or completion period needs to be re-fixed without imposing any penalty on the supplier/consultant/ service provider/ contractor (i.e., without LD and without a denial clause) after following due procedure mentioned above.

2.36.5 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short closure after 1 year of imposition of Force Majeure.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रबंधन / Corporate Admin & ISMG
भारतीय भारती, कल्लू सिटी-8 393901
बी.एच.ई.एल. / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

- 2.37 CONSEQUENTIAL LOSS:** Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.
- 2.38 BONUS & OVER RUN COMPENSATION:** Early completion of the Works, if achieved by the Contractor, shall be acceptable to the Buyer, however, no reward, incentive, or bonus shall be payable on this account. While the Buyer shall make every reasonable endeavor to facilitate uninterrupted execution of the Works, it does not guarantee continuous or uninterrupted working conditions due to circumstances beyond its control. Accordingly, the Contractor shall not be entitled to any compensation, additional payment, claim for damages, or overrun compensation arising out of or attributable to such interruptions or delays.
- 2.39 POST PAYMENT AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.
- 2.40 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
 - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
 - In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf and
 - Indian/foreign agent on behalf of only one principal;
- or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
 - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ, प्रबंधक / Senior Manager
कार्पोरेट प्रशासन / Corporate Admin. & ISMG
भारतीय इलेक्ट्रिकल्स लिमिटेड / Bharatiya Electric
सी.एस.ई.एल हाउस, सीरी फोर्ट / C.S.E.E.L House, Siri Fort
नई दिल्ली - 110049 / New Delhi-110049

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई. हाउस, सीरि फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

SECTION-III
SPECIAL TERMS & CONDITIONS OF TENDER

3.0 SPECIAL INSTRUCTIONS TO BIDDERS

- 3.1 STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to DELHI with regard to the performance of the work assignments included herein or concerning this Agreement. 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.
- 3.2** All tools & tackles required for carrying out work as per Scope of work mentioned in tender; shall have to be provided/arranged by the Contractor at no extra cost.
- 3.3** The Contractor shall at his own cost strictly comply with the provision of safety code.
- 3.4** No inferior work should be acceptable.
- 3.5** The Contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment/deployment of Workers/labors by the Contractor.
- 3.6** All work should be done as directed by Engineer-in-charge.
- 3.7** All materials/ items including equipment's etc. shall be arranged by the contractor.
- 3.8** The contractor shall perform all the works mentioned in the Scope of Work/Bill of Quantity as detailed.
- 3.9** The Contractor will be solely responsible for any unlawful act of their Workers/self while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of Workers(s), the contractor will be responsible and shall make good of the same.
- 3.10** If at any time during the period of Contract, it is observed by the Company or his authorized representative that the works rendered by the Contractor are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the Contract with a notice period of 15 days and may deduct the cost of the above-mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 3.11** In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's Workers meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- 3.12** The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Workers/labours engaged/deployed by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
भारत भारी विद्युत निगम / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सिरि फोर्ट / BHEL House, Siri Fort
नई दिल्ली - 110049 / New Delhi-110049

- 3.13 The successful contractor shall abide by all the rules / regulations / status imposed by the Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.14 **SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.
- 3.15 The Company shall have no direct responsibility / liability in respect of the Workers engaged/deployed by the Contractor for said work.
- 3.16 **SUBCONTRACTING:** The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 3.17 **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. **Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.** In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Contractor (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Contractor shall be given opportunity to match L-1 price and contract will be awarded accordingly as per NIT terms & conditions, keeping splitting of work clause in mind.
- 3.18 In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %. *Please Note, this clause must be read along with the Splitting clause mentioned below.*
- 3.19 **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of Udyam Registration Certificate or valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be

मीना ठाकरान / MEENA THAKKARAN
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रशासन (आवक व निष्पत्ति) / Corporate Admin. & ISMG
भारत भारती इलेक्ट्रॉनिक्स लिमिटेड / Bharat Heavy Electricals Limited
सी. वी. ई. एल. भवन, सिरि फोर्ट
नई दिल्ली - 110049

applicable for this enquiry if the above required documents are not submitted along with offer.

- b) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- c) **If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted.**

3.20 START-UP:

Order 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 alongwith DIPP D.O.No. 12(11)/2017-SI dated 22.06.2017 & DHI's letter no. 10(2)/2015-PE-XII dated 20.09.2021 and its amendments/any other related circular in this regard before submission date of bid shall be valid on this tender.

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

3.21 MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

{participation only from Class 1/Class 2 Local suppliers as per the Public Procurement (preference to Make-in-India) order 2017 dated 16.09.2020 (as amended and applicable time to time)}.

3.22 PURCHASE PREFERENCE FOR MSE/PPP-MII:

The item required is divisible in nature & may be split in ratio of 60:40. Purchase preference to MSE and Class-I local supplier shall be as per the following order of priority: -

- i. If, L-1 is "MSE Class-I local supplier" -Contract with 60% quantity shall be awarded to L-1.
- ii. If, L-1 is "Non MSE Class-I local supplier" - Purchase preference i.e. 60 % is to be given to MSEs at L-1 rate, if eligible as per PPP-MSE order & balance 40 % quantity is to be awarded to L-1 bidder.
- iii. If, L-1 is "MSE but non-Class-I local supplier" - Purchase preference i.e. 60% is to be given to Class-1 local supplier at L-1 rate if eligible as per PPP-MII order & balance 40% quantity is to be awarded to L-1 bidder.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कोरपेन इलेक्ट्रॉनिक्स प्राइवेट लिमिटेड / Corpen Electronics Private Limited
नई दिल्ली / New Delhi

Non MSE Non Class-I local supplier" - Purchase preference i.e. 25% (Rounded to next whole number) is to be given to MSEs, if eligible as per PPP-MSE order at L-1 rate. Thereafter, Purchase preference is to be given to Class-I local supplier as per PPP-MSE order for 50% of the tendered quantity minus quantity allotted to MSEs above at L-

1 rate. For, the balance quantity is to be awarded to L-1 bidder. (for this scenario, bidder is advised to refer OM ref. n oF.1/4/2021-PPD dated 18-05-2023)

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

3.23 SPLITTING OF CONTRACT:

For operational convenience and speedy resolution of complaints, it is intended to distribute the tendered work amongst maximum of 02 qualified bidders by splitting the work in the ratio 60:40 at overall L-1 rate in order of their relative positions. For doing this, all qualified vendors shall be counter offered L-1 rate in order of their relative positions (L2, L3, L4.....) for their acceptance. First 02 qualified bidders inclusive of L-1 bidder, in order of their relative positions, who have accepted counter offer as above; shall be awarded the work in the ratio specified as above.

Splitting of work amongst 02 qualified bidders is based on the presumption that there are equal to or more than 03 qualified responses and at least one qualified bidder (other than L-1 bidder) has given their acceptance to work at L-1 rate.

The department at its discretion may allocate the total work (100%) to L-1 bidder if there are only two qualified responses or no qualified bidder other than L-1 bidder himself gives acceptance to work on L-1 rate.

However, sharing of business volume of the empaneled parties will depend on factors like suitability, availability, quality, performance, etc. and convenience of the users. Therefore, the business volume to be apportioned to each party is indicative only.

3.24 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

1. An entity incorporated established or registered in such a country; or

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कार्पोरेट वित्त एवं बैंकिंग / Corporate Banking
महाराष्ट्र राज्य सरकार, भारती हेवी इलेक्ट्रिकल्स लिमिटेड
एन.ई.डी.एल हाउस, नं. १००४, न्यू दिल्ली हाउस, सिटी फॉर्ट
नई दिल्ली-११००४९ / New Delhi-110049

y of an entity incorporated established or registered in such a country; or

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-3.

(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

मीना ठाकरान **Of High Rank & Position**
वरिष्ठ प्रबंधक / Senior Manager
सिटी प्रमाणन सी ईओ प्रमाणन / Corporate Admin. & ISMG
एच ई एल हाउस, सिटी फोर्ट / B/E L House, Sini Fort
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of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.

- 3.26 The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract, by giving 15 days' notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 3.27 All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.
- 3.28 The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site/office complex etc.
- 3.29 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 3.30 **CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in every 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
- 3.31 BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective administration department for each work premise covered under this Agreement.
- 3.32 Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.33 **SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT:**
- All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
 - The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.

c) **Safety And PPEs** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed

by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C

d) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".

3.34 BHEL shall have no direct responsibility / liability in respect of the Workforce/labour engaged by the Contractor under this Contract.

3.35 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

3.36 BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.

3.37 All the workforce/labour of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.

3.38 The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.

3.39 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.

3.40 The entire administration and deployment of the labour will be the responsibility of the Contractor.

3.41 The personal bags and baggage of all labour/workers deployed by the Contractor at BHEL premises, or visiting any BHEL office for carrying out the services specified under the subject tender, shall be subject to physical inspection by BHEL Security personnel at the time of entry into the campus as well as while exiting through the security gate.

3.42 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they enter into the BHEL premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not send any worker for any service within BHEL premises.

3.43 The contractor shall not deploy any labour below the age of 18 years; for rendering services as per subject tender .

3.44 The contractor's labour shall not loiter in the BHEL premises.

3.45 The contractor's labour shall not indulge in entertaining their guests/outside in the work

मीना ठाकरा / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
प्रमोटेड एग्जाक्यूटिव आई एमजी
भारत भार्गव इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
BHEL House, Siri Fort
New Delhi-110049

- 3.46 The labour engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.
- 3.47 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 3.48 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.
- 3.49 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
- 3.50 **RECOVERY OF COMPENSATION FOR DEATH OR PERMANENT DISABLEMENT:** For all works having contract value of Rs. 5,00,000/- or above, 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: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
 - 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.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं सुरक्षा / Corporate Admin & ISMG
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
सी एच ई एन हाउस, सिरि फोर्ट, नई दिल्ली-110049
नई दिल्ली-110049

SECTION-IV: SCOPE OF WORK

- 4.1 No materials & tools will be supplied by the BHEL.
- 4.2 All materials for the work are to be purchased/arranged by the contractor only.
- 4.3 The safety & security of the contractor's materials will be the responsibility of contractor himself.
- 4.4 BHEL will not provide any compensation due to theft or loss of contractor's materials.
- 4.5 BHEL requires following item to be washed/dry cleaned over a period of 24 months with indicated approximate quantity. **Bill of quantities** is as follows:

BOQ (FY 2026-28)				
S No.	Description of Items	Mode of Cleaning	UoM	Total Quantity for 24 Months
1	Towel-Big (e.g. Car Towel, Chair Towel)	Washing	No.	17046
2	Towel-Small (e.g. Hand Towel,	Washing	No.	8044
3	Sofa / Cushion Cover	Washing	No.	500
4	Chair Cover	Washing	No.	10065
5	Pillow Cover	Washing	No.	3762
6	Duster	Washing	No.	7507
7	Curtain (Washing)	Washing	No.	400
8	Curtain (Dry cleaning)	Dry-Clean	No.	150
9	Apron	Washing	No.	50
10	Carpet (Sq.ft)	Washing	Sq. ft.	2580
11	Single Bed Sheet / Table Sheet	Washing	No.	2284
12	Double Bed Sheet	Washing	No.	576
13	Doctor's / Lab Coat (Dry-clean)	Dry-Clean	No.	77
14	Door-Mat (Dry-clean) (sqft)	Dry-Clean	Sq. ft.	48
15	Blanket			32
16	National Flag	Dry-Clean		2
17	Curtain Blind Roll - small			75
18	Curtain Blind Roll - Big			50
19	Sofa Dry Cleaning			175
20	Chair Dry cleaning			100

मीना ठाकरान / MEENA THAKRAN

वरिष्ठ प्रबंधक / Senior Manager

आंतरिक प्रशासनिक और सामग्री / Corporate Admin. & ISMG

भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

बी.एच.ई.एल. हाउस, सिरि फोर्ट / BHEL House, Siri Fort

नई दिल्ली - 110049 / New Delhi - 110049

SECTION-V: COMMERCIAL TERMS & CONDITIONS**5. COMMERCIAL TERMS & CONDITIONS****5.1 PAYMENT TERMS:**

- 5.1.1 No Advance Payment will be made to the Contractor.
- 5.1.2 Payment for the monthly bill (unless otherwise specified) shall be made within **45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME** from the day of receipt of complete GST compliant bill in all respect along with all the requisite documents. 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. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- 5.1.3 No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 5.1.4 The Contractor will have to intimate the Bank Mandate, Copy of PAN, and other details of the bank to enable BHEL to credit the payments into the account.
- 5.1.5 Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- 5.1.6 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 5.1.7 However, GST amount shall be paid in line with compliance to Clause "Taxes & Duties".
- 5.1.8 Any statutory deduction at source, as applicable, will be deducted from your bills.

5.2 TAXES & DUTIES:

- 5.2.1 The Bill generated by the Contractor should include the following confirmations from the contractor:
- 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.
 - 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.
 - Certified that the contractor is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - The contractor shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.

- 5.2.2 Contractor shall comply with all the necessary statutory compliances including but not limited to 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.
- 5.2.3 In case the Input Tax Credit of GST 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 wilful 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.
- 5.2.4 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- 5.2.5 GSTIN of BHEL will be provided to the Contractor along with the work order.
- 5.2.6 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 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 taking place during extended delivery period.
- 5.2.7 Any Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 5.2.8 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.
- 5.2.9 GST amount 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.
- 5.2.10 The contractor has to submit their GST registration certificate along with a declaration regarding applicability of GST Reverse Charge (if applicable) to BHEL along with the bid.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आंतरिक नियंत्रण / Corporate Admin. & ISMG
भारत भारी बिजली सी. लि. / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली - 110049

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मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं हार्डवेयर एग्रीजी / Corporate Admin. & ISM
भारत हेवी इंजीनियरिंग लिमिटेड / Bharat Heavy Engineering Limited
बी.एच.एल. हाउस, गिरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली - 110049 / New Delhi-110049

to such discrepant amount(s) within fifteen (15) days of issue of the notice/intimation by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause "Settlement of Dispute".

5.5.2 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Contractor.

- 5.6 All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Bidder/ contractor shall not have any objection on the same.
- 5.7 Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.
- 5.8 The Contract Price shall be paid by the Buyer (BHEL) to the contractor as per the mutually agreed financial terms in the Contract.
- 5.9 The quoted price shall be all-inclusive (except GST), covering all statutory and regulatory obligations.

5.10 LD / PENALTY TERMS: -

5.10.1 **PENALTY CLAUSES:** The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of Penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, 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 etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.

5.10.2 LD/PENALTY FOR DELAY

- a) The successful bidder shall collect the clothes from the individual seats in our office on the last working day of the week and return the same after proper washing / dry cleaning as the case may be, on the first working day of the week. In the event of delay in delivering the washed items on the first working day of the week, BHEL reserves the right to impose the penalty @ 100/- per day of delay. In case of damage / loss of any item(s)

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रशासनिक / Corporate Admin. & ISMG
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
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plus 10% of the purchase price. However, in case, the delay has been caused due to reasons beyond bidder's control viz. incessant rain, damp weather etc. BHEL will consider waiver of the said penalty charges. The washing shall be of good quality and to the entire satisfaction of user.

- b) Provided the quality of work is not satisfactory, BHEL reserves the right to impose the penalty up to maximum 10 % of the contract value. In any case, penal amount shall not exceed 10% of the contract value.
- c) In case of LD/Penalty recovery, the applicable GST shall be recovered from the service provider; as per extant rule.
- d) The grounds mentioned hereinabove 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 15 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 15 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- e) 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.
- f) 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 Contracts or from Security Deposit or from both. In case this amount is deficient 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 bills due to the Contractor in any of the Units of BHEL located in any part of India.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई. एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

SECTION-VI: QUALIFYING CRITERIA FOR THE BIDDER(S)**6.0 PRE-QUALIFICATION REQUIREMENT (PQR)**

6.1. **Financial Capability:** Average Annual financial turnover during the last 3 years, ending 31st March' 2026 should be at least ₹2,85,300/-.

6.2. **Past Experience:**

The bidder experience of having successfully completed or currently executing similar Job/ services during last 7 years ending last day of month previous to the one in which tender is invited i.e. by 31st July 2026; should be either of the following:

6.2.1 three Work Orders (executed OR billed & paid in case of currently executing order) for similar works with Order Value of each not less than an amount equal to ₹ 3,22,373.8 (excl. GST/taxes).

OR

6.2.2 two Work Orders (executed OR billed & paid in case of currently executing order) for similar works with Order Value of each not less than an amount equal to ₹ 4,02,967.25 (excl. GST/taxes)

OR

6.2.3 one Work Orders (executed OR billed & paid in case of currently executing order) for similar works with Order Value of not less than an amount equal to ₹ 6,44,747.6 (excl. GST/taxes)

** "Similar items" mentioned in S. No. 6.2 above shall be related to "related/refer to 'jobs/services' of Washing/Dry-cleaning of clothes, fabrics in Hotels/Guest houses/Transit flats etc. with any Central Govt. / State Govt./ PSU / Public Limited Company/ Private Limited Company/Autonomous Authorities."*

6.3. The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

6.4. The bidder should have Operation Office/Service Location within a maximum radius of 10 km from BHEL House, Siri Fort, New Delhi.

6.5. Only Class-I and Class-II Local suppliers will be eligible to bid. Non-Local suppliers are not eligible to participate.

6.6. Verified MSE shall be exempted from EMD submission, Past Experience and Bidder Turnover Criteria.

6.7. Verified STARTUPS shall be exempted from EMD submission, Past Experience and Bidder Turnover Criteria.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं वित्त विभाग / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एस. हाउस, सीरि फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

SECTION- VII**7. DOCUMENTS REQUIRED**

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

7.1 **Audited Copy of Balance Sheets, Profits & loss Account Statements** of last three financial years, ending 31st March' 2026. In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2023-24, FY 2024-25 & FY 2025-26), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above for all two years or any year are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.

7.2 Copies of Work Orders preferably along with Experience / Performance Certificate(s) as per PQR.

7.3 In case the bidder is seeking exemption as verified MSE under clause no. 6.6, the bidder shall produce a valid MSE certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).

7.4 In case the bidder is seeking exemption as verified Start-up under clause no. 6.7, the bidder shall produce a valid Startup certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).

7.5 In support of PQR clause no. 6.4, the bidder shall submit valid documentary proof of the address of its **Operation Office/Service Location**, such as an Electricity Bill, Telephone Bill, Certificate of Incorporation, Income Tax Return (ITR), or any other similar document issued by a competent authority, establishing that the Operation Office/Service Location is situated within a maximum radius of 10 km from BHEL House, Siri Fort, New Delhi.

The bidder shall also submit a Google Maps screenshot/map extract clearly indicating the location of the Operation Office/Service Location and the distance from BHEL House, Siri Fort, New Delhi. The distance shown in the map shall be used for determining compliance with the 10 km radius eligibility criterion.

7.6 The Bidder must not, as on the date of submission of the bid, be admitted under the Corporate Insolvency Resolution Process (CIRP) or be under liquidation by the National Company Law Tribunal (NCLT) or any other adjudicating authority. Further, the Bidder shall not be an undischarged insolvent and shall not have been convicted at any time during the preceding two (2) years of any offence punishable with imprisonment exceeding three (3) months. The Bidder shall submit an undertaking to this effect in the prescribed format **(Annexure-1)**.

7.7 The bidder shall submit the declaration / certification **(Annexure-2)** regarding minimum local content in line with revised public procurement (preference to make in India), order 2017 dated 04th June, 2020 and subsequent order(s); in support of

Clause no. 6.5.

मीना ठाकरान / MEENA THAKARAN
वरिष्ठ प्रबंधक / Senior Manager
आर.सी.एस.एल.ए.ए. / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एस.ई.एल. हाउस, सीरिफोर्ट / BHEL House, Siri Fort
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7.8 Regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent

Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-3.

7.9 The bidder shall submit the E-Banking Mandate Form in Annexure-4.

7.10 The bidder shall submit the declaration regarding 'Conflict of Interest' in Annexure-5.

7.11 "No Deviation/Acceptance Certificate" i.e. Annexure-6.

7.12 "Declaration Certificate" i.e. Annexure-7.

7.13 "Duly filled "Bidder's General Information" placed in Annexure-8.

7.14 Duly filled Experience Details i.e. Annexure-9

7.15 Duly filled, signed and Stamped Un-Price Bid Annexure-10

7.16 Duly Filled PRICE-BID (Annexure-11)

7.17 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.

7.18 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.

- **NOTE:** Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.

मीना ठाकरान / MEENA THAKRAN
Senior Manager
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रशासन एवं व्यवस्थापन / Corporate Admin. & ISMG
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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नई दिल्ली-110049 / New Delhi-110049

8 PROCEDURE FOR SUBMISSION OF TENDER

- 8.1 The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: Envelope of Part-1 "Techno-commercial Bid" shall contain the complete tender enquiry stamped on each page by bidder including all the relevant documents sought in NIT (technical details and / or Commercial Terms & Conditions) and should not contain Price-Bid.

ENVELOPE 2: Part-2 "Price Bid" shall contain Price-Bid format (Annexure-11) only.

- 8.2 **PRICE BID:** Envelope 2 shall contain Price-Bid only and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above. This part shall be submitted separately & not be submitted along with technical bid (Part-I bid). The bidder must ensure that Price bid is submitted in the Price-bid format only.
- 8.3 *These two separate covers/envelopes 1 and 2 shall together be enclosed in Third envelope and this sealed cover shall be superscripted with tender number & due date.*
- 8.4 Bidders who qualify in Technical Bid (Part-1) will only be considered further for Opening of price-bid. BHEL will finalize successful bidder by Opening of Conventional Paper Price-Bid (Part-II). Date of Opening of Price-Bid will be intimated separately to the techno-commercially qualified Bidders.
- 8.5 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 8.6 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.
- 8.7 Bidders are requested to note that they should necessarily submit their financial bid (price bid: Annexure-11) in the format provided and no other format is acceptable and liable to be rejected.

NOTE: However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/ missing documents from the bidder. Otherwise, the bid is liable to be rejected.

मीना ठाकरान / MEENA THAKRAN
 सहायक प्रबंधक / Senior Manager
 कॉर्पोरेट प्रशासन एवं इलेक्ट्रिकल्स विभाग / Corporate Admin. & ISMG
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
 बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
 नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-1**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY, LIQUIDATION, AND CONVICTION STATUS**Ref: Bid No:**

I/We _____ declare that

1. I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities
2. I/ We am/are not an undischarged insolvent as on the date of submission of the bid.
3. We have not been convicted at any time during the preceding two (2) years of any offence punishable with imprisonment exceeding three (3) months.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place Date

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आंतरिक नियंत्रण / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-2**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

To

(Write Name & Address of Officer of BHEL, inviting the Tender)

Dear Sir

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Bid No:_____

We hereby certify that the items/works/services offered by. (specify the name of the organization here) has a local content of % and this meets the local content requirement. for 'Class-1 local supplier' / 'Class II local supplier ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 3. _____

Thanking you,

Yours faithfully,

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

**Strike out whichever is not applicable.

Note:

1. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आसुरस (आर) / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-3

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**

Ref: 1) Bid No:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आंतरिक नियंत्रण / Corporate Admin. & ISMG
भारत भारी बिजली सीमित / Bharat Heavy Electricals Limited
बी.एच.ई. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-4

E-Banking Mandate Form
(To be submitted along with Bid)

1. Vendor/customer/Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor/customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number.
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j 9 digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp
Dated

Signature of the Authorized Officer

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एस हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-5**DECLARATION REGARDING 'CONFLICT OF INTEREST'**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name and Designation of Officer of BHEL inviting the Tender);

Dear Sir,

Sub: Declaration regarding 'Conflict of Interest'.

Ref: 1) Bid No:

CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".

मीना ठाकरान / MEENA THAKARAN
वरिष्ठ प्रबंधक / Senior Manager
ऑफिस प्रशासन / Corporate Admin. & ISMG
भारत भारी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सिरि फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE-6**No Deviation/Acceptance Certificate**
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

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:26: WDC:501, dated 21-08-2026.

Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

मीना ठाकरान MEENA THAKRAN
सिनिअर प्रबन्धक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

DECLARATION CERTIFICATE
(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I/We hereby declare that, as on the date of submission of this bid, I/We have not been suspended, delisted or blacklisted by any Ministry/Department of the Government, Public Sector Undertaking, Autonomous Body, Financial Institution or Court of Law.
3. We also commit to adhere BHEL Fraud Prevention Policy, BHEL Guidelines on Suspension of Business Dealings.
4. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
5. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
6. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आर्थिक नियंत्रण / Corporate Admin. & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी एच ई एल हाउस, सीरी फोर्ट BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

ANNEXURE -8

BIDDER'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of bidding company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Distance of the Bidder's Operation Office from BHEL House, Siri Fort, New Delhi *:	
6	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
7	Permanent Account Number (PAN)	
8	GST Registration No. (GSTIN)	
9	Udyog Aadhar Registration No. (If Avail.)	
10	Startup recognition Certificate No. (If Avail.)	
11	Corporate Identification Number (CIN) (If Avail.)	
12	Name of Bidder/ Contact Person	
13	Phone No. of Bidder / Contact Person	
14	E-mail Address of Bidder / Contact Person	
15	Name of Authorized Signatory	

* The distance shall be measured from BHEL House, Siri Fort, New Delhi, to the **Bidder's Operation Office/Service Location where the work is proposed to be carried out**. Only those bidders having their Operation Office/Service Location within a maximum radius of **10 km** from BHEL House, Siri Fort, New Delhi shall be eligible to participate in the tender.

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
आंतरिक प्रशासन एवं वित्त विभाग / Corporate Admin. & ISMG
भारत भारी विद्युत निगम लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, अमरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049

Signature
With name, Designation & seal of the firm

Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049

EXPERIENCE DETAILSANNEXURE-9

1	Name & Contact Details of Agency	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order no./ Agreement no. and Date (copy to be attached)	
5	Start & End Date of Contract (In line with timeline indicated in PQR section)	
6	Gross amount of work completed (or done till date)	
7	Name & Contact details of Authority under whom works performed	
8	Overall Quality of Service	Outstanding/ Very Good/ Good/ Poor

Signature
With name, Designation & seal of the firm

मीना ठाकरान / MEENA THAKRAN
वरिष्ठ प्रबंधक / Senior Manager
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG
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नई दिल्ली-110049 / New Delhi-110049

UN-PRICE BID

ESTIMATE						
S No.	Description of Items	Mode of Cleaning	UoM	Total Quantity for 24 Months	BHEL ESTIMATE	
					Rate (Rs.)	Amount (Rs.)
1	Towel-Big (e.g. Car Towel, Chair Towel)	Washing	No.	17046	20	₹ 3,40,920.00
2	Towel-Small (e.g. Hand Towel,	Washing	No.	8044	8	₹ 64,352.00
3	Sofa / Cushion Cover	Washing	No.	500	7	₹ 3,500.00
4	Chair Cover	Washing	No.	10065	7	₹ 70,455.00
5	Pillow Cover	Washing	No.	3762	8	₹ 30,096.00
6	Duster	Washing	No.	7507	2.5	₹ 18,767.50
7	Curtain (Washing)	Washing	No.	400	70	₹ 28,000.00
8	Curtain (Dry cleaning)	Dry-Clean	No.	150	125	₹ 18,750.00
9	Apron	Washing	No.	50	10	₹ 500.00
10	Carpet (Sq.ft)	Washing	Sq. ft.	2580	18	₹ 46,440.00
11	Single Bed Sheet / Table Sheet	Washing	No.	2284	17	₹ 38,828.00
12	Double Bed Sheet	Washing	No.	576	35	₹ 20,160.00
13	Doctor's / Lab Coat (Dry-clean)	Dry-Clean	No.	77	30	₹ 2,310.00
14	Door-Mat (Dry-clean) (sqft)	Dry-Clean	Sq. ft.	48	17	₹ 816.00
15	Blanket			32	370	₹ 11,840.00
16	National Flag	Dry-Clean		2	100	₹ 200.00
17	Curtain Blind Roll - small			75	250	₹ 18,750.00
18	Curtain Blind Roll - Big			50	300	₹ 15,000.00
19	Sofa Dry Cleaning			175	350	₹ 61,250.00
20	Chair Dry cleaning			100	150	₹ 15,000.00
SUB-TOTAL						₹ 8,05,934.50

TABLE-A

S.No	Description of Items	Amount (excluding GST)	
		In figures	In words
A	B	C	D
1	Washing/Dry-cleaning for complete Scope of Work for a period of 24 months		
2	Applicable GST on Washing		
3	Applicable GST on Dry-Cleaning		

Note: Bidder shall quote "Q" in column C-1, C-2, C-3 & D-1, D-2 & D-3

मीना ठाकरान / MEENA THAKRAN
 Senior Manager
 Corporate Admin. & ISMG
 Bharat Heavy Electricals Limited
 बी.एस.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
 नई दिल्ली-110049 / New Delhi-110049

Signature
 With name, Designation & seal of the firm

Annexure-11
PRICE-BID

ESTIMATE						
S No.	Description of Items	Mode of Cleaning	UoM	Total Quantity for 24 Months	BHEL ESTIMATE	
					Rate (Rs.)	Amount (Rs.)
1	Towel-Big (e.g. Car Towel, Chair Towel)	Washing	No.	17046	20	₹ 3,40,920.00
2	Towel-Small (e.g. Hand Towel,	Washing	No.	8044	8	₹ 64,352.00
3	Sofa / Cushion Cover	Washing	No.	500	7	₹ 3,500.00
4	Chair Cover	Washing	No.	10065	7	₹ 70,455.00
5	Pillow Cover	Washing	No.	3762	8	₹ 30,096.00
6	Duster	Washing	No.	7507	2.5	₹ 18,767.50
7	Curtain (Washing)	Washing	No.	400	70	₹ 28,000.00
8	Curtain (Dry cleaning)	Dry-Clean	No.	150	125	₹ 18,750.00
9	Apron	Washing	No.	50	10	₹ 500.00
10	Carpet (Sq.ft)	Washing	Sq. ft.	2580	18	₹ 46,440.00
11	Single Bed Sheet / Table Sheet	Washing	No.	2284	17	₹ 38,828.00
12	Double Bed Sheet	Washing	No.	576	35	₹ 20,160.00
13	Doctor's / Lab Coat (Dry-clean)	Dry-Clean	No.	77	30	₹ 2,310.00
14	Door-Mat (Dry-clean) (sqft)	Dry-Clean	Sq. ft.	48	17	₹ 816.00
15	Blanket			32	370	₹ 11,840.00
16	National Flag	Dry-Clean		2	100	₹ 200.00
17	Curtain Blind Roll - small			75	250	₹ 18,750.00
18	Curtain Blind Roll - Big			50	300	₹ 15,000.00
19	Sofa Dry Cleaning			175	350	₹ 61,250.00
20	Chair Dry cleaning			100	150	₹ 15,000.00
SUB-TOTAL						₹ 8,05,934.50

TABLE-A

S.No	Description of Items	Amount (excluding GST)	
		In figures	In words
A	B	C	D
1	Washing/Dry-cleaning for complete Scope of Work for a period of 24 months		
2	Applicable GST on Washing		
3	Applicable GST on Dry-Cleaning		

- 1) The bidder shall quote amount excluding GST in Table A of Annexure-11 for complete scope of work for 24-month time period.
- 2) **Evaluation:** Evaluation shall be on the basis of lowest amount arrived on S.No. C-1 or D-1 i.e. Amount (excluding GST).
- 3) Break-up of amount quoted: The rate for each individual line item shall be determined on a proportionate basis with reference to the overall estimated rate quoted above.

मीना ठाकरान / MEENA THAKRAN

वरिष्ठ प्रबंधक / Senior Manager

भारत इलेक्ट्रिकल्स लिमिटेड / Corporate Admin. & ISMG

भारत इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited

बी.एच.ई.एल हाउस, सिरि फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110049 / New Delhi-110049

Signature

With name, Designation & seal of the firm

Rate Contract for Washing / Dry Cleaning of Office Clothes of BHEL House, Siri Fort & BHEL Township in AGVC (Asian Games Village), New Delhi-110049