



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

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

### निविदा आमंत्रण सूचना/ NOTICE 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 **DOMESTIC COURIER SERVICES for DELHI NCR BASED OFFICES OF BHEL for 02 years**. 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:24:DCS:101
2	Date of Issue of Tender:	26-03-2025
3	Tender Title:	OPEN TENDER for DOMESTIC COURIER SERVICES for DELHI NCR BASED OFFICES OF BHEL
4	Name of BHEL Units where work is to be carried out	As per Tender
5	Last date/ time for receipt of tender:	16-04-2025 by 02:30 PM
6	Date/ time of opening of (Part-I):	16-04-2025 at 03:00 PM
7	Place of Submission of Tender / Bid:	Tender box placed at the reception of Corporate Office, BHEL House, New Delhi-110049
8	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
9	Date/Time of Conducting Reverse Auction:	Will be intimated separately.
10	EMD (₹):	N/A
11	Minimum Validity of tender offer:	90 days from the due date of submission of offer
12	Scope of Work:	DOMESTIC COURIER SERVICES for DELHI NCR BASED OFFICES OF BHEL for 02 years
13	Contract Period:	02 years

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,

For & on behalf of  
Bharat Heavy Electricals Ltd.  
मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
(Meena Thakran)  
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  
Office: 011-6337401/9625062397;  
email: meenat@bhel.in

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



## 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.
- 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) **"CLIENT OF BHEL" or "CUSTOMER"** shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) **"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.
- viii) **"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.

MANAGER  
Corporate Admin  
Bharat Heavy Electricals Ltd.  
Siri Fort / BHEL House  
New Delhi



- ix) **"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.
- x) **"TENDER SPECIFICATION"** or **"TENDER"** or **"TENDER DOCUMENTS"** shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) **"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.
- xii) **"COMPLETION TIME"** shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the installed equipment which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii) **"EQUIPMENT"** shall mean equipment, machineries, materials, structural, electricals and other components of the system covered by the contract.
- xiv) **"TESTS"** 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.
- xv) **"APPROVED", "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- xvi) **"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.
- xvii) **"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.
- xviii) **"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.

- xix) **"MONTH"** shall mean calendar month unless otherwise specified in the Tender.
- xx) **'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.
- xxi) **"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.
- xxii) **'CONTRACT PRICE'** or **'CONTRACT VALUE'** shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xxiii) **'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.
- xxiv) **"COMMENCEMENT DATE"** or **"START DATE"** shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxv) **"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.
- xxvi) **"TERMINATION"** of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- xxvii) **"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.
- xxviii) **"RE MOBILIZATION"** shall mean the resumption of work with all resources required for the work after demobilization.
- xxix) **CONTRACT PERIOD:** The contract period of **TWO years (02 Years)** will begin from the date specified in the work order issued by the Corporate Office.

 **प्रबंधक / Manager**  
**MEENA THAKRAN**  
 प्रबंधक / Manager  
 कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
 बीएल ईलेक्ट्रिकल्स लिमिटेड / BHEL Electricals Limited  
 अटॉमिक एनर्जी, बल्लभपुरा, दिल्ली-110049  
 टेलीफोन : 26423111, 26423112, 26423113, 26423114, 26423115, 26423116, 26423117, 26423118, 26423119, 26423120, 26423121, 26423122, 26423123, 26423124, 26423125, 26423126, 26423127, 26423128, 26423129, 26423130, 26423131, 26423132, 26423133, 26423134, 26423135, 26423136, 26423137, 26423138, 26423139, 26423140, 26423141, 26423142, 26423143, 26423144, 26423145, 26423146, 26423147, 26423148, 26423149, 26423150, 26423151, 26423152, 26423153, 26423154, 26423155, 26423156, 26423157, 26423158, 26423159, 26423160, 26423161, 26423162, 26423163, 26423164, 26423165, 26423166, 26423167, 26423168, 26423169, 26423170, 26423171, 26423172, 26423173, 26423174, 26423175, 26423176, 26423177, 26423178, 26423179, 26423180, 26423181, 26423182, 26423183, 26423184, 26423185, 26423186, 26423187, 26423188, 26423189, 26423190, 26423191, 26423192, 26423193, 26423194, 26423195, 26423196, 26423197, 26423198, 26423199, 26423200, 26423201, 26423202, 26423203, 26423204, 26423205, 26423206, 26423207, 26423208, 26423209, 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**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 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 Reverse Auction. 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) The Bidders are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- g) 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.
- 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.

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) **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 “Rates (in %) (Above or below w.r.t BHEL estimated Amount)” in English language and international numerals ONLY. The “Rates (in %)” shall be entered in figures as well as in words.**
- 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) 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.

## 2.4 TENDER PRICES:

- 2.4.1 **If the “Rate” 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.

- 2.4.2 L-1 shall be decided on the basis of TOTAL COST TO COMPANY; amongst the remaining bidder(s) after removal of unresponsive bid(s); with due process of Reverse auction.
- 2.4.3 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.
- 2.4.4 All duties, taxes and other levies payable by the seller 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.
- 2.4.5 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.

## 2.5 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. GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with respective bill(s), against the documentary evidence.

## 2.6 TENDER OPENING & PRICE DISCREPANCY:

- 2.6.1 Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting Dept. and Finance Dept. 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.
- 2.6.2 After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 2.6.3 Post techno - commercial evaluation of the bidders, BHEL shall be resorting to Reverse Auction (RA) for this tender.

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed

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envelope price bid along with applicable loading, if any, shall be considered for ranking.”

For RA, techno-commercially qualified H-1 will not be allowed to participate in RA. In case more than one H-1 bidder quote the same rate, the Price-offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

However, H-1 will be allowed to participate in RA in the following cases:

- a) If no of techno-commercially qualified bidders are only 2 or 3.
- b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non - MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
- d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non - MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MSE lowest bidder.
- e) Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- f) The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.

2.6.4 Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a. “Rates (in %)” must be quoted in figures as well as in words. If there is a discrepancy between words and figures, the percentage quoted in words shall be considered for further evaluation and ordering. BHEL’s decision regarding the same shall be final and binding.
- b. “Rates (in %)” 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.
- c. 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. If any bidder does not accept the correction of errors, their bids will be disqualified.

- d. 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.

## 2.7 QUALIFICATION OF BIDDERS

- i) Only bidders who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from bidders who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

## 2.8 EVALUATION OF BIDS

- 2.8.1 Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before conducting Reverse Auction.
- 2.8.2 Evaluation of the bids shall be carried out by Committee of BHEL. The committee will technically qualify the bidders in line with tender terms & conditions. Financial Evaluation shall be done on the "Total cost to Company" after reverse auction.
- 2.8.3 Reverse Auction (RA) shall be conducted among techno-commercially acceptable bidders, for further evaluation. Techno-commercially acceptable bidders shall be informed of the date & time of conducting Reverse Auction telephonically/ email by BHEL. The Reverse Auction shall be conducted on the due date and time.
- 2.8.4 Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course through letter/e-mail after award to successful bidder.
- 2.8.5 Based on the outcome of RA, the bidders would be ranked from L-1 position in ascending order on the basis of "Total cost to Company". However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- 2.8.6 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.



- 2.8.7 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.
- 2.8.8 In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- In such cases, the estimates prepared will be re-examined with respect to the changes in specifications/ terms & conditions.
- In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 2.9 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 2.10 The Contractor will be abiding to execute the work assignments on contract basis strictly in accordance with the terms and conditions of the tender documents.
- 2.11 The Contractor will be responsible for the quality of the services and will immediately rectify the deficiency pointed out in the services provided.
- 2.12 **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.
- 2.13 The quality of the works will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.14 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.
- 2.15 No inferior services should be acceptable.
- 2.16 All services should be provided as directed by designated BHEL Engineer-in-charge at all the BHEL units.
- 2.17 The contractor shall perform all the works/services mentioned in the Scope of Work/Bill of Quantity as detailed.



- 2.18 Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance timely rendering of services, quality of works/services, compliance with statutory requirements, Safety consciousness, maintaining of Workers in proper uniform bearing logo of the contractor and valid identity card with lanyards issued by the contractor.
- 2.19 The Contractor will be solely responsible for any unlawful act of their Workers while on duty. In case of theft or loss of BHEL'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.
- 2.20 In case, while on duty and during the course of engagement in work premises of the BHEL 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.
- 2.21 The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of statutory provisions/ obligations for said contract.
- 2.22 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 Workers during said contract.
- 2.23 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.
- 2.24 The BHEL shall have no direct responsibility / liability in respect of the Workers engaged by the Contractor for said work.
- 2.25 **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 and in that case the bid will not be evaluated further. A Bidder agreeing to the request will not be required or permitted to modify his Bid.
- 2.26 **DATA TO BE ENCLOSED**
- i) *Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.:*

a) **INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.



- b) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

c) IN CASE OF INDIVIDUAL BIDDER:

His / her full name, address, PAN and place & nature of business.

d) IN CASE OF PARTNERSHIP FIRM:

The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

e) IN CASE OF COMPANIES:

- i. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- ii. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

**2.27 AUTHORIZATION AND ATTESTATION:**

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per Annexure-A) shall be submitted.

**2.28 EARNEST MONEY DEPOSIT: Not applicable**

**2.29 SECURITY DEPOSIT**

2.29.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the **5% of the contract value** as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

2.29.2 At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills (at Corporate Office) of the Contractor till the total amount of the required Security Deposit is collected.

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. The recoveries made from running bills (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.

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2.29.3 The required Security Deposit may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- vi) Insurance Surety Bonds.

**Note:**

- i. 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.
- ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill

2.29.4 The Security Deposit shall not carry any interest.

2.29.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii. Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii. The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

2.29.6 The validity of Bank Guarantees towards Security Deposit shall be valid till Contract Period + 3 months. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL



2.29.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil 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 Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

## 2.30 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

## 2.31 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. Format shall be shared to contractor with award of work.
- 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 Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the respective Site representative and submitted to Office issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) 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 Work order issuing authority.

## 2.32 EXECUTION OF CONTRACT AGREEMENT

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited.

The successful bidder shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the bidder.

## **2.33 REJECTION OF TENDER AND OTHER CONDITIONS**

- 2.33.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for rejecting any or all of the tenders without assigning any reasons whatsoever.
- a To reject any or all of the tenders.
  - b To split up the work amongst two or more bidders as per NIT.
  - c To award the work in part if specified in NIT.
  - d In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 2.33.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 2.33.3 Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with BHEL or bidder under suspension (debarred) by any unit / region / division of BHEL. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- 2.33.4 If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause



- 2.33.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 2.33.6 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 2.33.7 Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.
- 2.33.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 2.33.9 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.
- 2.33.10 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.
- 2.33.11 The Contractor shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL work order issuing authority. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 2.33.12 The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 2.33.13 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 2.33.14 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.34 INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANISATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

2.35 ACCEPTANCE OF LOI / ORDER: Letter of Seller/ Contractor/ bidder's acceptance of the LOI /Order is to be submitted within one week of issue date of LOI/Order. Otherwise, it will be deemed as accepted.

2.36 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Laws of India. This contract/NIT, the Civil Court having original Civil Jurisdiction at **NEW DELHI**, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.37 ISSUE OF NOTICE

2.37.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Email/ Registered Post/Speed Post to or leaving the same at** the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display of the notice as the case may be; shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.37.2 Service of notice to BHEL

Any notice to be given to BHEL In-charge of the Unit under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.38 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.39 COMMENCEMENT OF WORK

2.39.1 The contractor shall commence the services/work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.39.2 If the contractor fails to start the work/services within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by



the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

- 2.39.3 All the work/services shall be carried out under the direction and to the satisfaction of BHEL.

## 2.40 PATENTS & TRADEMARKS

Contractor shall at all times indemnify BHEL against all claims which may be made in respect of the Systems/goods/services/software supplied by the Bidder, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against BHEL, BHEL will inform the contractor who shall in turn, at his own cost either may settle any such dispute or conduct any litigation that may arise there from.

## 2.41 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 2.41.1 To withdraw any portion of work/services and/or to restrict/alter quantum of work/services as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's requirement or the date of completion is advance due to other emergent reasons.
- 2.41.2 Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

## 2.42 TERMINATION OF THE ORDER/ AGREEMENT & ITS CONSEQUENCES

- 2.42.1 BHEL will issue a written notice of non-compliance to the Bidder and after a rectification period of One month, termination and fore-closure clauses will be applicable.
- 2.42.2 BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of contract Terms & Conditions of the Order/contract by the Contractor. However, without prejudice to any other clause BHEL reserves the right to terminate the contract if performance of the contractor remains poor continuously for more than one month; even after multiple reminders.

- 2.42.3 In case of the contract termination, Contractor shall remove the equipment/items/manpower (if deployed any) from BHEL premises after due permission from BHEL.
- 2.42.4 BHEL reserves the right to terminate the order/contract or a portion thereof for the services not so delivered within the stipulated period.
- 2.42.5 Contractor shall continue the performance of the order/contract under all circumstances, to the extent the order/contract is not cancelled.
- 2.42.6 BHEL reserves the rights to cancel the contract/ agreement in case the equipment and services are not found to be satisfactory.
- 2.42.7 Consequences: As soon as the contract/ agreement is cancelled / terminated, no amount will be payable to the bidder.

## **2.43 BREACH OF CONTRACT, REMEDIES AND TERMINATION**

2.43.1 The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work/services by the Bidder within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Bidder 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 Bidder delivers equipment/ material not of the contracted quality.
- IV. The Bidder fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work/services by the Bidder before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Bidder 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 Bidder.
- VIII. Any other reason(s) attributable to Bidder 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 Bidder.
- 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. Bidder 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.

 **मीना ठाकरान / MEENA THAKRAN**  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
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**Note-** Once BHEL considers that a breach of contract has occurred on the part of contractor, BHEL shall notify the contractor 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 14 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.

#### 2.43.2

#### REMEDIES IN CASE OF BREACH OF CONTRACT.

- i) Wherein the period as stipulated in the notice issued under clause 2.37 & 2.42 has expired and Contractor 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.
- 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 Contractor. 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 contractor, retention amount, from the money due to the Contractor 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 (ii) & (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 Contractor.
- v) If Contractor 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 Contractor 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 Contractor 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.
  - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- vi) 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 Contractor for the purpose of estimation of damages.

- vii) In addition to the above, imposition of liquidated damages, debarment, termination, descoping, short-closure, etc., shall be applied as per provisions of the contract.

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

- a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.43.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in Tender.

2.43.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.

2.43.5 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

- a) Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
- b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.



- c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
- e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

2.43.6 While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.43.7 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force Majeure conditions and not attributable to contractor:

- i) suspension of work(s) at a Unit either by BHEL or Customer,
- or
- ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.43.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.43.8 In the unforeseen event of inordinate delay in receipt of materials, software, services etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a) The balance works (including but not limited to installation of boom barriers/turnstile etc) are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in projects where work has stopped due to reasons beyond the control of BHEL).



- c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments) as decided by BHEL, shall however be reduced from the final contract value.

**Note:** The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.43.8 (b) above.

2.43.9

#### LIQUIDATED DAMAGES

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of items, installation, commissioning, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

- a) Delays solely attributable to contractor
- b) Delays attributable to BHEL
- c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate mentioned at the specified clause in the tender.



Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

**2.44 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC. (as per requirement of contractually agreed service requirement of contract)**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The contractor/subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.44.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.44.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.44.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.44.3.
- 2.44.4 The Contractor shall obtain independent License (if applicable) under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer of respective Unit/Location.
- 2.44.5 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.44.6 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation &

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Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

- 2.44.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.44.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 2.44.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at BHEL site/company/unit premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.44.10 All the properties/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.
- 2.44.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.44.12 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- 2.44.13 Any delay in completion of works/or non-achievement of periodical targets/or non-execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.44.14 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.44.15 All safety rules and codes applied by the Customer /BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the BHEL with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

*Meena*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
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The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.

In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.

**HSE Clause:** The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable for industry as per the safety instructions of BHEL. In case the contractor is not taking effective steps to improve his safety performance as directed by Engineer-in-Charge based on advice given by HSE, the contractor shall be penalized including termination of his contract. In case of fatal accident which result in permanent total disability to the worker of any contractor, the contractor may be levied a maximum penalty as per BHEL norms & terms and conditions (This penalty will be in addition to the compensation to be paid to the employee by the contractor as per statutory obligations).

**For safety purpose, the Contractor shall adhere to the safety guidelines of respective Unit.**

- 2.44.16 The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period.

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

- 2.44.17 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer/BHEL.

- 2.44.18 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

- 2.44.19 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL.

- 2.44.20 The contractor shall not stop the work/services or abandon the services/work/unit for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled



without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

- 2.44.21 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer/BHEL.
- 2.44.22 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given or as per the instructions of the Engineer/BHEL.
- 2.44.23 The Contractor to note that some of BHEL's T&Ps may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall to recover the loss from the contractor.
- 2.44.24 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.

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- 2.44.25 Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.
- 2.44.26 Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.
- 2.44.27 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

## 2.45 OVERRUN COMPENSATION (ORC) - NOT APPLICABLE

## 2.46 QUANTITY VARIATION

### 2.46.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.41, 2.42 & 2.43 of GCC.

## 2.47 INSURANCE

- 2.47.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.47.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.
- 2.47.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.47.4 Comprehensive Insurance for all the equipment/items shall be arranged by the Contractor during transit, movement, storage and throughout till the delivery of item. Purchaser, under any circumstances, will not be responsible for any loss/damage/theft of any equipment, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Contractor. Evidence of insurance policy shall be submitted to BHEL.

Insurance shall cover perils like natural calamities, fire, theft, transit loss, breakage, and moisture.

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2.47.5 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

## 2.48 STRIKES & LOCKOUT

2.48.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.43, 5.14.4 and the remedies under Clause 2.43.2 may be executed, at the discretion of BHEL.

2.48.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

## 2.49 FORCE MAJEURE

2.49.1 "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties And Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

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- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - vii) Epidemic, pandemic etc.
- 2.49.2 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.
- 2.49.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.49.4 The party who has given such notice 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.
- 2.49.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- a) Constitute a default or breach of the Contract.
  - b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 2.49.6 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

## 2.50

### SETTLEMENT OF DISPUTE

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Contractor, 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 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 Contractor 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 Contractor being

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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 2.50.1

2.50.1

**CONCILIATION:**

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](http://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" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

2.50.2 **ARBITRATION:**

2.50.2.1 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 2.50.1 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 (eg. "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.

2.50.2.2 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.

2.50.2.3 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



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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.

- 2.50.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 2.50.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be New Delhi.
- 2.50.2.6 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.
- 2.50.2.7 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 Contract 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.
- 2.50.2.8 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.
- 2.50.2.9 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.
- 2.50.2.10 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 2.50.2.9. 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.

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**2.50.3 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-FTS10937 dated 14-12-2022 as amended from time to time.

**2.50.4 NO INTEREST PAYABLE TO CONTRACTOR**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

**2.51 FINAL BILL**

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted after completion of works as per scope and upon material reconciliation, along with the following:

i) 'No Claim Certificate' by Contractor as per Clause 2.12 of GCC.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

**2.52 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

2.52.1 BHEL shall release the Security Deposit subject to the following:

- a) Contractor has submitted 'Final Bill'
- b) Guarantee period as per contract has expired
- c) Contractor has furnished 'No Claim Certificate' as per clause

2.12 of GCC

- d) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format.

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- e) Contractor has carried out the works/services required to be carried out by him during the contract (extensions if any) and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

## 2.53 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations (including extensions) and settlement of Final Bill. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

## 2.54 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Bidders/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or 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 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](http://www.bhel.com) and / or under applicable legal provisions.

Guidelines for suspension of business dealings is available in the webpage: <https://bhel.com/supplier-registration>

## 2.55 LIMITATION ON 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. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever.

## 2.56 NON-DISCLOSURE CERTIFICATE (NDC):

Bidder shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company

documents discussed and/or finalized during the course of execution of the order/contract. The bidders shall enter into the Non-disclosure Certificate totally voluntarily, with full knowledge of its meaning and without duress. (Annexure-B).

**2.57 CARTEL FORMATION**

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

**2.58 FRAUD PREVENTION POLICY**

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://bhel.com/bhel-fraud-prevention-policy-0> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**2.59 ORDER OF PRECEDENCE**

In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below: Contract agreement with its Amendments/

- a. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Price Bid
- c. BOQ specifications
- d. Special Conditions of Contract (SCC)
- e. General Conditions of Contract (GCC)
- f. Forms /s and Procedures

**2.60 OTHER ISSUES**

- 2.60.1 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.60.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.60.3 Consortium Bidding - NOT APPLICABLE. However, during execution of Contract, if tie-up is required with financier for supplying equipment, shall be permitted

**2.61 BENEFITS FOR MSE BIDDERS**



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	Women Owned	Others (excluding SC/ ST & Women Owned)
<i>Micro</i>			
<i>Small</i>			

**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 in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) **only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.**
- b) Items covered under subject tender are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
  - (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
  - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference .Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

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- A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L-1.
- B. L-1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class-I Local supplier as per PPP-MSE Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

Note:

- a) Verified MSE shall be exempted from Bidder Turnover and Experience Criteria.
- b) Verified STARTUPS shall be exempted from Bidder Turnover and Experience Criteria.
- c) Credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- d) Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

- 2.62** POST PAYMENT AUDIT & TECHNICAL EXAMINATION 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 in the manner provided in the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 2.63** RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 2.64** LIASONING WITH LOCAL AND STATE AUTHORITIES: Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 2.65** 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.
- 2.66** 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:

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- 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”.

## 2.67 PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/WO against this NIT In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Public Procurement Preference to Make in India shall be applicable for Services as the contract shall be on financial lease basis. The entire solution's local content on total package basis shall be used in determining the preference under "Make in India" initiative.

### 2.67.1 PREFERENCE TO MAKE IN INDIA PRODUCTS (FOR BIDS < 200 CRORE):

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent



Orders/Notifications issued by concerned Nodal ministry for specific Goods/Products. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. **Only Class-I and Class-II Local suppliers as per MII order dated 04.6.2020 will be eligible to bid.** Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**Note:** For this procurement, the local content to categorise 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 19.07.2024 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.

Raw materials, components etc. will not be sourced from any bidder representing countries sharing land borders with India, unless such a bidder is registered with the Competent Authority in India. Contractor would be bound by the guidelines of Gol being issued time to time, in this regard.

## 2.68 ETHICAL STANDARD

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

2.69 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 submission of offer and clarification shall be taken, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.



2.70 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.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  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.

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
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.

**Note:**

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

(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.

2.71 In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.

2.72 **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.



### SECTION III

#### SPECIAL CONDITIONS OF CONTRACT

- 3.1 An approximate business of ₹25,06,240/- (excluding GST) has been estimated for next two years. However, it is only indicative and may vary to any extent. Parties are requested to quote their rates accordingly.
- 3.2 There shall be no objection from you, if sister units of our Company decide to operate on the same rate contract, payments for which will be released by the Unit concerned. In this regard, separate orders will be issued by the Unit concerned.
- 3.3 The bidder should ensure delivery of documents/parcels/articles/items within 24Hrs. in Delhi and NCR, within 48hrs in Metro / Capital cities/ Major cities and within 96Hrs. to other locations of the country after collection from respective offices.
- 3.4 No excuses for hindrance viz. extreme weather condition, non-availability of labor, non-availability of funds etc. will be entertained for not completing the work/services.
- 3.5 Volumetric charges shall be applicable, in case the weight of the box is less and size is bigger and box occupies more space. The formula for calculation of volumetric charges shall be as follows-

*Rates if sent by Air (Per Kg.) = {(Length X Width X Height) (in CMs)} divided by 5000*

*Rates if sent by Surface (Per Kg.) = {(Length X Width X Height) (in CMs)} divided by 6000*

- 3.6 List of tentative remote locations where the documents/parcels/articles/items might also be delivered:

S No.	Site/ City	State
1	ADILABAD	AP
2	KAKATIYA	AP
3	KOTHAGUDEM	AP
4	NAGARAJUNA	AP
5	RAMAGUNADAM	AP
6	RAYALSEEMA	AP
7	SIMHADRI	AP
8	VALLUR	AP
9	VIJAYAWADA	AP
10	VAJESHWARAM	AP
11	VIZAG	AP
12	VISAKHAPATNAM	AP
13	BONGAIGAON	Assam
14	DUBURI	Assam
15	KATHALGURI	Assam
16	KOTHALGURI	Assam
17	BARH	Bihar

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प्रबंधक / Manager

18	BEGUSARAI	Bihar
19	BHAGALPUR	Bihar
20	KAHALGAON	Bihar
21	MUZAFFARPUR	Bihar
22	NABINAGAR	Bihar
23	BHILAI	Chhattisgarh
24	JANGIR	Chhattisgarh
25	KORBA (WEST)	Chhattisgarh
26	MARWA	Chhattisgarh
27	RAIGARH	Chhattisgarh
28	RAJNAD GAON	Chhattisgarh
29	SIPAT	Chhattisgarh
30	AMRELI	Gujarat
31	BARODA	Gujarat
32	BHAVNAGAR	Gujarat
33	GANDHINAGAR	Gujarat
34	HAZIRA	Gujarat
35	KUTCH	Gujarat
36	PIPAVAV	Gujarat
37	RAJULA	Gujarat
38	SIKKA	Gujarat
39	SURAT	Gujarat
40	UKAI	Gujarat
41	WANKBORI	Gujarat
42	FARIDABAD	Haryana
43	HISSAR	Haryana
44	JALKHERI	Haryana
45	PANIPAT	Haryana
46	BARAUNI	Jharkhand
47	BOKARO TPP	Jharkhand
48	CHANDRAOURA	Jharkhand
49	JHUMARI TALAIYYA	Jharkhand
50	JOJOBERA	Jharkhand
51	KODERMA	Jharkhand
52	LATEHAR	Jharkhand
53	MAITHON	Jharkhand
54	RAMGAHR	Jharkhand
55	TENUGHAT	Jharkhand
56	BELLARY	Karnataka
57	HUBLI	Karnataka
58	RAICHUR	Karnataka
59	TORANAGULU	Karnataka
60	YERAMARUS	Kerala
61	KAYAMKULAM	Maharashtra
62	AMRAVATI	Maharashtra
63	AMRAVATI TPP	Maharashtra
64	BELA BAGPUR	Maharashtra
65	BHUSAWAL	Maharashtra
66	BULDANA	Maharashtra
67	CHANDRAPUR	Maharashtra
68	DHANU	Maharashtra
69	JALGAON	Maharashtra



70	KHAPERKHEDA	Maharashtra
71	KOLHAPUR	Maharashtra
72	MOUDA	Maharashtra
73	NAGOTHANE	Maharashtra
74	NASIK	Maharashtra
75	PARAS	Maharashtra
76	WARLI	Maharashtra
77	TROMBAY	Maharashtra
78	AMARKANTAK	MP
79	BETUL	MP
80	BINA	MP
81	BIRSINGHPUR	MP
82	JHABUA	MP
83	RIHAND	MP
84	SATPURA	MP
85	SINGRAULI	MP
86	DERANG ANGUL	Orissa
87	JAGAT SINGHPUR	Orissa
88	MALIBRAHAMANI	Orissa
89	PARADIP	Orissa
90	TALCHAR	Orissa
91	BHATINDA	Punjab
92	GOINDWAL	Punjab
93	LEHRA MOHABBAT	Punjab
94	ROPRAR	Punjab
95	TARAN TARAN	Punjab
96	ARAVALI	RAJ
97	BARAN	RAJ
98	BARSINGSAR	RAJ
99	CHHABRA	RAJ
100	DARIBA TPP	RAJ
101	DHOLPUR	RAJ
102	GIRAL	RAJ
103	KOTA	RAJ
104	RAJSMAND	RAJ
105	SURATGARH	RAJ
106	ZAWAR	RAJ
107	KHAMMAM	TELANGANA
108	ENNOR	TN
109	KALPAKKAM	TN
110	NEYVELI	TN
111	NORTH CHENNAI	TN
112	THIRUVALLUR	TN
113	TRICHY	TN
114	TUTICORIN	TN
115	ANPARA-D	UP
116	DADRI	UP
117	HARDUAGANJ	UP
118	LALITPUR	UP
119	PARICHA	UP
120	PRAYAGRAJ	UP
121	UNCHAHAHAR	UP

122	VINDHYACHAL	UP
123	SONEBHADRA	UP
124	JAGDISHPUR	UP
125	BAKRESHWAR	WB
126	BUDGE BUDGE	WB
127	DURGAPUR	WB
128	FARAKKA	WB
129	HALDIA	WB
130	MEJIA	WB
131	RAGHUNATHPUR	WB
132	SAGARDIGHI	WB
133	SANTALDIH	WB

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**SECTION-IV**  
**SCOPE OF WORK**

- 4.1 Documents / parcels/ articles/ items shall be collected from following offices of BHEL.
- a) BHEL House, Siri Fort, New Delhi - Corporate Office, Power Sector HQ
  - b) Integrated Office Complex, Lodhi Road, New Delhi - Industry Sector, IOD
  - c) BHEL Sadan, Sector 16A, NOIDA - HRDI, PS-PEM & PPEI, PS-TS & PS-SSBG, CQA, CCG, CSR, TBG
  - d) Any other office in Delhi/ Noida
- 4.2 The document/ parcels will be collected between 14:00 hrs. and 17:00 hrs. on all working days, duly weighed, documented and registered with receipt in the prescribed PoD (Proof of Delivery) forms giving complete details such as consignment numbers, date, weight, destination, address, etc.
- 4.3 The documents/ parcels shall be collected between 14:00 hrs. and 17:00 hrs. on all working days from the respective offices. However, in case of any delay in collection of documents/ parcels, penalty would be levied as per Penalty Clauses.
- 4.4 For outgoing shipments, if an item is undeliverable, you must make repeated attempts for delivery of shipments.
- 4.5 BHEL reserves the right to terminate the contract if the performance or service of the party is found to be unsatisfactory by giving one (01) months' notice. In such a case, security deposit may also be forfeited.



मीना ठाकरान / MEENA THAKRAN  
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**SECTION-V**  
**COMMERCIAL TERMS & CONDITIONS**

**PAYMENT TERMS:**

- 5.1 No Advance Payment will be made to the Contractor.
- 5.2 Bills shall be submitted on monthly basis to the respective offices (from where the documents are collected) and payment will be made by the same office.
- 5.3 Payment for each 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.
- 5.4 Payment against monthly bill duly supported with 'Proof of Delivery' (POD/ e POD) for each consignment will be made within aforesaid stipulated time. All applicable statutory recoveries, dues etc. will be affected at source.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 Payment for volumetric charges shall be made as per applicable formula mentioned in respective clause of NIT.

**5.10 TAXES & DUTIES:**

- 5.10.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of respective BHEL's unit/location availing the services.
- 5.10.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 5.10.3 GSTIN of BHEL (Location/Unit wise) will be provided to the Contractor along with the work order.

*Meena*



- 5.10.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 5.10.5 Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- 5.10.6 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature - CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 5.10.7 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.
- 5.10.8 The Bill Form / On-line invoice shall be generated by the contractor which may inter-alia include the following confirmations from the contractor:
- a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
  - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
  - c. Certified that the contractor is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- 5.10.9 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. 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 willful 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.

*M. H. Khan*

## 5.11 COMPENSATION CLAUSE:

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
  - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

5.11.2 The Contractor shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL on account of any negligence of the contractor or his worker, while carrying out the works under the contract.

5.11.3 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the contractor for any loss suffered by BHEL due to any negligence of the contractor or his worker, while carrying out the worker under the contract.

5.11.4 All amounts, including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.



## 5.12 PENALTIES & BREACH OF CONTRACT:

5.12.1 For Collection: The documents/ parcels/ articles/ items will be collected between 14:00 hrs. and 17:00 hrs. on all working days from the respective offices mentioned in Scope of work. However, in case of any late collection of documents/ parcels/ articles/ items, the same would be considered to be a breach of the obligations and accordingly a penalty being in the nature of liquidated damages equivalent to 10% of the quantum of billing for respective office of that particular day would be levied.

### 5.12.2 For Delivery:

- a) All documents/parcels/articles/items collected must be delivered positively within 24 Hr. in Delhi-NCR, within 48 Hrs. in Metro/Capital cities/Major cities and within 96 Hrs. to other locations of the country after collection from the respective offices. The maximum duration for delivery indicated above would exclude only Sunday, national holidays/local holidays, any natural calamity, any war like situation, any community strike.
- b) In case of late delivery, the same would be considered to be a breach of the obligations and accordingly, a penalty being in the nature of liquidated damages equivalent to 10% of the quantum of billing of the respective late delivered courier would be levied.

### 5.12.3 For Loss or Damage or Non-Delivery:

- a) In respect of any loss or damage or non-delivery of any document/letter/packet {where no Maximum Retail Price (MRP)) is provided}, the same would be considered to be a breach of the obligations and accordingly a penalty being in the nature of liquidated damages of Rs.1000/- per consignment will be levied.
- b) In respect of any loss or damage or non-delivery of any parcel/packets containing articles/items which have a Maximum Retail Price (MRP)) printed on the article/item, the same would be considered to be a breach of the obligations and accordingly a penalty being in the nature of liquidated damages of Rs.1000/- per consignment or MRP of that article/item, whichever is higher will be levied.

## 5.12.4 BREACH OF CONTRACT, REMEDIES AND TERMINATION

- a) In case of breach of contract, 10% of the contract value shall be recovered from the contractor. This 10% of the recovery amount is other than the penalty/LD amount mentioned elsewhere in the contract. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e.

available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

- b) Further, levy of liquidated damages, debarment, termination, de-scoping, short closure, etc., shall be applied as per provisions of the NIT/contract.
- c) Following cases shall be considered as terms of breach of contract:
- i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution;
  - ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
  - iv. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 10 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
  - v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - vi. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

 **मीना ठाकरान / MEENA THAKRAN**  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / 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



## SECTION-VI

### 6.0 PRE-QUALIFICATION CRITERIA (PQC)

6.1 **Financial Capability:** Bidder Average Annual Financial Turn Over in last three Financial Years should be ₹7.52 Lakhs.

6.2 **Past Experience:** The bidder must have successfully executed/completed following similar service(s)\* in last three years:

- a. three similar jobs / services with contract business volume of each not less than an amount equal to ₹10,02,496/- (excluding GST).

OR

- b. two similar jobs / services with contract business volume of each not less than an amount equal to ₹12,53,120/- (excluding GST).

OR

- c. one similar job / service with contract business volume not less than an amount equal to ₹20,04,992/- (excluding GST).

\* *“Similar jobs/service” mentioned in S. No. 6.2 above shall be related to “the work of Courier Services in India” for any Central / State Govt Organization / PSU / Public Listed Company.*

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

6.4 The Bidders should have their own computerized / Web based Consignment tracking system.

#### Notes:

- Verified MSE shall be exempted from Bidder Turnover and Experience Criteria.
- Verified STARTUPS shall be exempted from Bidder Turnover and Experience Criteria.

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

**SECTION-VII**  
**DOCUMENTS TO BE SUBMITTED BY BIDDER**

- 7.0 The bidders should submit following documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory:
- 7.1 To calculate the “Average Annual Financial Turnover” of the bidder, the bidder should submit Audited Copy of Balance Sheet, Profits & loss Account Statements and Copy of acknowledgements of IT return of last 3 financial years, ending 31<sup>st</sup> March’ 2024, as supporting/required documents against S. No. 6.1 of PQR.
- Note: In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years, CA certificate for the same shall be furnished. {(“Average Annual Financial Turnover” will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years, divided by 03)}*
- 7.2 Copies of work orders / award letters / agreements / MOUs along with “Completion / Performance Certificate” of the similar works executed by the bidder during last 03 (THREE) years ending on 28<sup>th</sup> Feb, 2025 as supporting documents against S. No. 6.2 of PQR.
- Details of the work orders / award letters / agreements / MOUs along with “Completion / Performance Certificate” shall also be duly filled in Annexure-C.
- 7.3 Copy of PAN, GSTIN certificate as supporting documents against S. No. 6.3 of PQR.
- 7.4 The bidder should submit the network details available across the country as support of having computerized/ Web based Tracking system
- 7.5 The bidder should give an undertaking on their letter head to ensure for delivery of documents/parcels/articles/items within 24Hrs. in Delhi and NCR, within 48hrs in Metro / Capital cities/ Major cities and within 96Hrs. to other locations of the country after collection from respective offices.
- 7.6 Signed & Stamped copy of UDYAM / MSE Certificate (if applicable and bidder want to have purchase preference & avail turnover & experience waiver)
- 7.7 Signed & Stamped copy of Annexure-A: Power of Attorney
- 7.8 Signed & Stamped copy of Annexure-B: Non-Disclosure Certificate
- 7.9 Signed & Stamped copy of Annexure C: EXPERIENCE ORDER DETAILS
- 7.10 Signed & Stamped copy of Annexure D: -Public Procurement (Preference To Make In India)
- 7.11 Signed & Stamped copy of Annexure E: Bank Account Details for E -payment
- 7.12 Signed & Stamped copy of Annexure F: Bidder's General Information

DOMESTIC COURIER SERVICES for DELHI NCR BASED OFFICES OF BHEL

Page 56 of 72

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / 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



- 7.13 Signed & Stamped copy of Annexure G: Offer Forwarding Letter / Tender Submission Letter
- 7.14 Signed & Stamped copy of Annexure H: Declaration by Authorised Signatory of Bidder
- 7.15 Signed & Stamped copy of Annexure I: -Certificate of No Deviation
- 7.16 Signed & Stamped copy of Annexure J: -Declaration for Relation In BHEL
- 7.17 Signed & Stamped copy of Annexure K: Compliance to Restrictions Under Rule 144 (Xi) Of GFR 2017
- 7.18 Signed & Stamped copy of Annexure L: Un-priced bid format duly signed by the bidder shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 7.19 Signed & Stamped copy of Annexure M: CHECK LIST
- 7.20 Signed & Stamped copy of Annexure N: Price Bid Format (In separate envelope)

*Meena*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG  
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नई दिल्ली- 110049 / New Delhi-110049

## SECTION-VIII

### PROCEDURE FOR SUBMISSION OF TENDER

8.0 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-I “Techno-commercial Bid alongwith MSE/Startup certificate (if applicable & bidder wish to avail benefits as per NIT)” shall contain documents required in Section-VI & VII above; It should not contain price-Bid.*

*ENVELOPE-2: Part-II “Price Bid” shall contain Price-Bid format (Annexure-N) only.*

*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.*

8.1 **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. The bidder must ensure that Price bid is submitted in the format available on portal.

8.2 Bidders who qualify in Technical Bid (Part-1) will only be considered for further. Those who techno-commercially qualified shall be considered further for reverse auction. BHEL will finalize successful bidder by conducting Reverse auction (Part-II). Date of conducting Reverse Auction will be intimated separately to the techno-commercially qualified Bidders.

8.3 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

8.4 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected. The BoQ & price bid have been given in the standard formats with the tender document.

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

*Mthskran*  
कॉर्पोरेट प्रशासन एवं आईएसएमजी. / Corporate Admin. & ISMG  
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बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली- 110049 / New Delhi-110049



ANNEXURE-A

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, in connection with.....vide Tender Enquiry No: \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Enclosed: Power of Attorney

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

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

**ANNEXURE-B**  
**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----

I/We understand that BHEL is committed to Information Security Management System as per their Information Security Policy.

Hence, \_\_\_\_\_ I/We \_\_\_\_\_ M/s \_\_\_\_\_  
who are submitting offer for providing services to BHEL against Tender Enquiry No \_\_\_\_\_  
\_\_\_\_\_ hereby undertake to comply with the  
following in line with Information Security Policy of BHEL.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL.

(Signature, date & seal of Authorized  
Signatory of the bidder)

Date \_\_\_\_\_

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / 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



**ANNEXURE-C**  
**EXPERIENCE ORDER DETAILS**  
(As per Qualification Criteria)

Tender Enquiry No: ....., dated --/--/----

S.No.	Description	Experience of Successful Execution		
		Project 1	Project 2	Project 3
1	Work Order Number, date and value (copy to be enclosed)			
2	Name of the customer / company where such system is installed.			
3	Complete postal address of the customer.			
4	Year of commissioning.			
5	Name and designation of the contact person of the customer.			
6	Phone, FAX no. and email address of the contact person of the customer.			
7	Certificate from the customer regarding satisfactory performance			

Place:  
Date:

Signature with seal

*Meena Thakran*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager  
कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
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नई दिल्ली- 110049 / New Delhi-110049

ANNEXURE-D

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19<sup>TH</sup>  
JULY, 2024 ISSUED BY DPIIT 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 19<sup>th</sup> July, 2024 and subsequent order(s).

**Ref:** 1) Tender Enquiry No : .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 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. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

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

\*\* - Strike out whichever is not applicable.

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



ANNEXURE-E

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company / Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

---

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

**NOTE:** In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

*Meena Thakran*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आईएसएमजी / Corporate Admin. & ISMG  
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बी.एच.ई.एल हाउस, सिरी फोर्ट BHEL House, Siri Fort  
नई दिल्ली- 110049 / New Delhi-110049

# ANNEXURE-F

## **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 tendering 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	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	
10	E-mail Address of Bidder / Contact Person	
11	Name of Authorized Signatory	

Signature  
With name, Designation & seal of the firm

*Meena*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / 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



ANNEXURE-G

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No: .....

Date: .....

To,

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

Dear Sir,

Sub: Submission of offer against Tender Enquiry No : .....

Having examined the tender documents against your Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

*Meena*

ANNEXURE-H

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub: Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref: 1) Tender Enquiry No. & Date: .....

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

*Meena*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / 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-I

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

**Subject: No Deviation Certificate**

Ref: 1) Tender Enquiry No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Enquiry.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

Date:

Place:

*Meena Thakran*

ANNEXURE-J

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

----- To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Enquiry No : .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (/) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

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

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

*Meena*

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / 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



ANNEXURE-K

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) Tender Enquiry No: .....  
2) All other pertinent issues till date


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  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / 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-L**  
**UNPRICE-BID FORMAT**

(to be submitted by bidder alongwith technical bid by mentioning "Q" at S.No. 11 where % is to be quoted)

UN- PRICE-BID					
Sl. No.	Coverage Area	Description of category	TOTAL PACKET	BHEL Estimated Rates (excluding GST)	
			(Nos.) (A)	(B)	TOTAL
1	Delhi NCR	Documents ≤ 500g	18,388	₹ 20.00	₹ 3,67,760.00
2	Delhi NCR	Every additional 500g for Documents above 500g	5,044	₹ 20.00	₹ 1,00,880.00
3	Delhi NCR	Non- documents (parcels) ≤ 500 g	3,871	₹ 20.00	₹ 77,420.00
4	Delhi NCR	Every additional 500g for non-Documents (parcels) above 500g	4,162	₹ 20.00	₹ 83,240.00
5	Pan India outside Delhi NCR	Documents ≤ 250g	11,272	₹ 35.00	₹ 3,94,520.00
6	Pan India outside Delhi NCR	Documents> 250 g & ≤ 500 g	1,009	₹ 60.00	₹ 60,540.00
7	Pan India outside Delhi NCR	Every additional 500g for Documents above 500g	14,295	₹ 30.00	₹ 4,28,850.00
8	Pan India outside Delhi NCR	Non- documents (parcels) ≤ 500 g	87	₹ 40.00	₹ 3,480.00
9	Pan India outside Delhi NCR	Every additional 500g for non-Documents (parcels) above 500g	21,990	₹ 45.00	₹ 9,89,550.00
10	Grand Total (Excluding GST @ 18 %)		80,118	₹ 32.22	₹ 25,06,240.00
11	Percentage (%) above/below/at par (+/-/=) with BHEL ESTIMATE mentioned at S.No. 10 of above table				
12	GST %				18%
13	Total Amount arrived after applying quoted percentage in S. No. 11 above				To be calculated by BHEL
14	Total quoted amount in Words				To be calculated by BHEL
The Percentage (%) above/ below (+/-) quoted at S.No. 11 of “Table named: PRICE-BID” shall be used to arrive at rate for all line items mentioned at S.No. 1 to 9 on proportionate basis.					



**ANNEXURE-M**  
**CHECKLIST (TO BE ATTACHED WITH TECHNO-COMMERCIAL BID (PART I) DULY FILLED BY THE VENDOR)**

<b>A</b>	<b>EMD Details</b>	
<b>B</b>	<b>Description</b>	<b>Enclosed by bidder</b>
1	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.	YES / NO
2	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	YES / NO
3	Audited Balance Sheet and profit & Loss Account for the last three years	YES / NO
4	Copy of PAN Card & GST registration	YES / NO
5	Submission of <b>UDYAM/MSE certificate</b> as specified in Tender	YES / NO
6	<b>Power of Attorney</b> for submission of tender as per Annexure - A	YES / NO
7	Submission of <b>Non-Disclosure Certificate</b> as per Annexure - B	YES / NO
8	Executed Work Order Details Annexure - C	YES / NO
9	Declaration reg. minimum local content in line with revised public procurement as per Annexure - D	YES / NO
10	<b>Bank Account Details</b> for E-Payment as per Annexure - E	YES / NO
11	Bidders General Information Annexure - F	YES / NO
12	<b>Offer forwarding letter / tender submission letter</b> as per Annexure - G	YES / NO
13	Declaration by <b>Authorized Signatory</b> as per Annexure - H	YES / NO
14	Submission of <b>Certificate of No Deviation</b> as per Annexure- I	YES / NO
15	Declaration for relation in <b>BHEL</b> as per Annexure - J	YES / NO
16	Declaration regarding compliance to Restrictions under <b>Rule 144 (xi) of GFR 2017</b> as per Annexure - K	YES / NO
17	Signed & stamped copy of Un-price Bid Format Annexure- L	YES / NO
18	Signed & Stamped Copy of price-Bid (In Separate Envelope) ANNEXURE-N	YES / NO

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

**DATE :**

*Mthskrab*

Signature of Authorised Signatory  
(With Name, Designation and Company seal)

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / 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

**ANNEXURE-N**  
**PRICE-BID FORMAT (PART-II)**

PRICE-BID					
Sl. No.	Coverage Area	Description of category	TOTAL PACKET	BHEL Estimated Rates (excluding GST)	
			(Nos.) (A)	(B)	TOTAL
1	Delhi NCR	Documents ≤ 500g	18,388	₹ 20.00	₹ 3,67,760.00
2	Delhi NCR	Every additional 500g for Documents above 500g	5,044	₹ 20.00	₹ 1,00,880.00
3	Delhi NCR	Non- documents (parcels) ≤ 500 g	3,871	₹ 20.00	₹ 77,420.00
4	Delhi NCR	Every additional 500g for non-Documents (parcels) above 500g	4,162	₹ 20.00	₹ 83,240.00
5	Pan India outside Delhi NCR	Documents ≤ 250g	11,272	₹ 35.00	₹ 3,94,520.00
6	Pan India outside Delhi NCR	Documents> 250 g & ≤ 500 g	1,009	₹ 60.00	₹ 60,540.00
7	Pan India outside Delhi NCR	Every additional 500g for Documents above 500g	14,295	₹ 30.00	₹ 4,28,850.00
8	Pan India outside Delhi NCR	Non- documents (parcels) ≤ 500 g	87	₹ 40.00	₹ 3,480.00
9	Pan India outside Delhi NCR	Every additional 500g for non-Documents (parcels) above 500g	21,990	₹ 45.00	₹ 9,89,550.00
10	Grand Total (Excluding GST @ 18 %)				₹ 25,06,240.00
11	Percentage (%) above/below/at par (+/-/=) with BHEL ESTIMATE mentioned at S.No. 10 of above table				
12	GST %				18%
13	Total Amount arrived after applying quoted percentage in S. No. 11 above				To be calculated by BHEL
14	Total quoted amount in Words				To be calculated by BHEL
The Percentage (%) above/ below (+/-) quoted at S.No. 11 of “Table named: PRICE-BID” shall be used to arrive at rate for all line items mentioned at S.No. 1 to 9 on proportionate basis.					

*Meena*  
*26/03/2025*

Signature of Authorised Signatory  
(With Name, Designation and Company seal)

मीना ठाकरान / MEENA THAKRAN  
प्रबंधक / Manager

कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Admin. & ISMG  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
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