



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337432

एकल निविदा आमंत्रण सूचना/ SINGLE TENDER

To,
ARCHADE TECHNICAL SERVICES
31, Vaishali Colony, Opposite Dwarka Telephone
Exchange, New Delhi -110045, India
email: arctecser@gmail.com
mobile: 91-9810662477, 91-9910220999

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in one part including both Techno-commercial and Price bid for **Hiring of Architectural Consultancy Services for Renovation work of BHEL AGVC Flat (No-273) at New Delhi**. 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: ARC- AGVC:101
2.	Date of Issue of Tender:	12-09-2024
3.	Tender Title:	Hiring of Architectural Consultancy Services for Renovation work of BHEL AGVC Flat (No-273) at New Delhi
4.	Name of BHEL Units where work is to be carried out	AGVC, Khel Gaon, New Delhi-110049
5.	Last date/ time for receipt of tender:	16/09/2024 by 11:00 AM
6.	Date/ time of opening of tender	16/09/2024 at 11:30 AM
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.	EMD (₹):	Nil
10.	Minimum Validity of tender offer:	60 days from the due date of submission of offer
12.	Duration of Contract:	180 days

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. Bidder 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.

देबाशिस मजुमदार / DEBASHIS MAJUMDAR
वरिष्ठ अभियंता / Senior Engineer
Sr. Engineer (HR-GAX)

No. 011-6633 7432/9910997296, e-mail: debashis@bhel.in

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
नई दिल्ली-110049 / New Delhi-110049

Hiring of Architectural Consultancy Services for Renovation work of BHEL AGVC Flat (No-273) at New Delhi.

TABLE OF CONTENTS/ INDEX**PART-I**

Sections/Annexures	Contents	Page No.
	NOTICE INVITING TENDER	1
	TABLE OF CONTENTS	2
I	GENERAL CONDITIONS OF TENDER	3-12
II	SCOPE OF WORK	13
III	SPECIAL TERMS & CONDITIONS OF TENDER	14-15
IV	COMMERCIAL TERMS & CONDITIONS	16-18
V	DOCUMENTS REQUIRED	19
VI	PROCEDURE FOR SUBMISSION OF TENDER	20
Annexure-A	NO DEVIATION CERTIFICATE	21
Annexure-B	DECLARATION CERTIFICATE	22
Annexure-C	PART-II PRICE BID	23


 देबाशीष मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 मा.सं.-प्रशासन / HR-GAX
 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-I

GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. SUBMISSION INSTRUCTION

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. **COMMUNICATION & CORRESPONDENCE:** Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(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.
- 1.1.5. All entries in the tender documents should be in one ink.
- 1.1.6. 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.


 देबाशिस मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 भा.सं. प्रशासन / HR-GAX
 बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
 नई दिल्ली-110049 / New Delhi-110049

- 1.1.7. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2.SUBMISSION OF BIDS

- 1.2.1. Bidder must submit the bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.
- 1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bid received after the specified time of their submission is to treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3. **SITE VISIT**: Before submission of Offer, the bidder is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, 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. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site 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.

1.3.TENDER OPENING:

- 1.3.1. Tender shall be opened on appointed date & time (or the extended date/ time, if any) by representatives of Contracting depts. and Finance depts. Bid may be opened earlier if received before due date/ time. The last day of submission (or the extended date of submission) and the opening date of tender shall be same. Bidder 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 bid up to the time specified.

1.4.LANGUAGE

- 1.4.1. **The bidder shall quote the "Rates (in %) (Above or below wrt BHEL estimated Amount" in English language and international numerals ONLY. The "Rates (in %)" shall be entered in figures.**


देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं-प्रशासन / HR-GAX

1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

1.4.3. Currencies of Bid & Payment: Indian Rupees (₹) only.

1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.

1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

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

1.5.1. **"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.


1.5.2. 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.

1.5.3. 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.

1.6. TENDER PRICES:

1.6.1. **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 further processing.**

1.6.2. 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.


देबाशीष मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 मा.सं. प्रशासन / HR-GAX
 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

- 1.6.3. 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.
- 1.6.4. 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 price is not the lowest-acceptable price to them inter-alia other reasons.

1.7. APPLICABLE CONTRACTUAL VARIATIONS:

- 1.7.1 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 monthly bill(s), against the documentary evidence.

- 1.8. **VALIDITY OF OFFER:** Offers shall remain valid for **60 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 Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

1.9 REJECTION OF BIDS

- 1.9.1 BHEL reserves the right to accept or reject the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.9.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.
- 1.9.3 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the

tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 1.9.4 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.9.5 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.9.6 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

1.10 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

- i. 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.
- ii. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the NIT/contract.
- iii. Following cases shall be considered as terms of breach of contract:
 - a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
 - b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

देबाशीष
 देबाशीष मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 मा.सं.-प्रशासन / HR-GAX
 भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
 बंगलूरु / BHEL House, Siri Fort
 नई दिल्ली-110049 / New Delhi-110049

- c) Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the 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.
- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- f) 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.

- 1.11 The bid submitted by bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.12 The Contractor will be responsible for the quality of the work and will immediately rectify the deficiency pointed out in the work performed.
- 1.13 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.14 **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.
- 1.15 **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

- 1.16 **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

- 1.17 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.18 **ARBITRATION:**

- 1.18.1 In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.18.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

1.19 APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.20 FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

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

- 1.21 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.22 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will remain in force for a period of 45 days from the date of award of work order. However, this contract shall be liable for termination earlier by the BHEL at any time by giving minimum 10 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.23 Lowest rates 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 offered price is not the lowest acceptable price to them inter-alia other reasons.
- 1.24 **NO CLAIM CERTIFICATE:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (**WAM 10**)" in favour of BHEL in such forms as shall be required by BHEL after the finalization of contract.
- 1.25 The quality of the works will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.26 **LISASONING WITH LOCAL AND STATE AUTHORITIES:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.27 Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 1.28 **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.

1.29 **PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN**

SUPPLIERS: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

1.30 The evaluation currency for this tender shall be INR.

1.31 **DUE DILIGENCE**: The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.


देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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-II**SCOPE OF WORK**

1) Details of work to be executed are as follows:

S. No.	Description of Items.
1	<ul style="list-style-type: none"> • Building Survey and measured drawing • Architectural Interior Design • 3-D walkthrough & Design presentation • Preparation of Architecture Drawing and Good for Construction Drawing • Preparation of Bill of Quantities and Estimate • Selection of Interior Products, Materials, make & model for execution • Quality Control & Quality assurance

- 2) The subject work shall be carried out up to the satisfaction of Engineer-in-charge.
- 3) BHEL will not provide any compensation due to theft or loss of contractor's materials.
- 4) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing works on time.
- 5) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.


 देबाशीष मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 मा.सं.-प्रशासन / HR-GAX
 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-III
SPECIAL TERMS & CONDITIONS

- 3.1 No inferior work should be acceptable.
- 3.2 BHEL will have no liability whatsoever concerning the Workers deployed by the Contractor for the purpose. The Contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of Workers by the Contractor.
- 3.3 All work should be done as directed by Engineer-in-charge.
- 3.4 All work should be completed within **180 days** from the date of order.
- 3.5 The contractor shall perform all the works mentioned in the Scope of Work/Bill of Quantity as detailed.
- 3.6 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract.
- 3.7 The Contractor will be solely responsible for any unlawful act of their Workers while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of Workers(s), the contractor will be responsible and shall make good of the same.
- 3.8 If at any time during the period of Contract, it is observed by the Company or his authorized representative that the works rendered by the Contractor are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the Contract with a notice period of **10 days** and may deduct the cost of the above-mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 3.9 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's Workers meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- 3.10 The Contractor shall be prepare the documents for obtaining any statutory approvals.

- 3.11 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
- 3.12 All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the Tenderer for the activities performed by his Workers.
- 3.13 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the Workers engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 3.14 The Contractor shall visit the work premise of the Company covered under this Agreement, at least once in a week during the working hours and meet the company representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements.
- 3.15 The successful contractor shall abide by all the rules / regulations / status imposed by the Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.16 **Safety, Health and Environment (SHE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Safety, Health and Environment management system.
- 3.17 The Company shall have no direct responsibility / liability in respect of the Workers engaged by the Contractor for said work.


देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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-IV
COMMERCIAL TERMS & CONDITIONS

4.1 PAYMENT TERMS:

- i. No Advance Payment or the payment for mobilization of work will be made to the Contractor.
- ii. Payment 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 bill. 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.
- iii. Payment of bill will be made only after obtaining certificate of satisfactory completion and satisfactory quality of the work as per tender by the Engineer-in-Charge.
- iv. Contractor shall not be entitled to any interest with respect to any money, which may be due to him by BHEL.
- v. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- vi. 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.
- vii. 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.

4.2 TAXES & DUTIES:

- i. The Bill generated by the Contractor should 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.
- d) The contractor shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- ii. Contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal etc.
- iii. In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- iv. To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- v. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- vi. GSTIN of BHEL will be provided to the Contractor along with the work order.
- vii. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- viii. 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.
- ix. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- x. 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.

- xi. 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.
- xii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- xiii. GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

4.3 **LD for DELAY:**

- i. In case the work is not completed within stipulated time i.e. **06 months** from receiving of Work Order, an L.D. of @ 0.5% of total Bill amount shall be deducted for each day of delay, upto LD of 10% of contract value.

4.4 **L.D. FOR BAD QUALITY OF WORKS:**

- i. In case the quality of works is not found satisfactory a L.D. of up to 10% of total contract value will be deducted from the bill. For finalization of L.D, Engineer-In-Charges decision shall be final and binding on contractor.
- ii. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing works on time.
- iii. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- iv. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

देबाशीष
देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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-V
DOCUMENTS REQUIRED

5.1 Tenderer has to submit a copy of PAN, GSTIN.

5.2 Tenderer has to submit the No Deviation Certificate duly signed in the format **Annexure-A**.

5.3 The Tenderer must submit a Declaration Certificate i.e. **Annexure-B**.


देबाशिस गजुमदर / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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**PROCEDURE FOR SUBMISSION OF TENDER**

- 6.01 The tender is to be submitted in sealed cover **prominently superscripted Tender number** and due date & time as mentioned in the tender enquiry;
- 6.02 **PRICE BID:** The bidder must ensure that Price bid is submitted in the format attached.
- 6.03 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.04 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.


देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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 – B
DECLARATION CERTIFICATE
(to be submitted along with Bid)

Dear Sir/Ma'am,

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

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

Thanking you,

Very Truly Yours,

Signature

With name, Designation & seal of the firm


देबाशीष मजुमदार / DEBASHIS MAJUMDER
वरिष्ठ अभियंता / Senior Engineer
मा.सं.-प्रशासन / HR-GAX
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**PRICE BID**

(To be submitted along with Bid)

TABLE 1 –Price schedule				
S.NO	ITEM	UNIT	QTY	Rate (Including 18% GST)
1	Architectural Consultancy Services for Renovation of AGVC Flat No- 273 .	L.S	1	
Notes				
1. The percentage break-up of the rate quoted against item under S. No. I of price schedule shall be as per Table 2.				

Signature

With name, Designation & seal of the firm


 देबाशिस मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 गा.सं.-प्रशासन / HR-GAX
 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

TABLE 2- PRICE BREAK UP		
Stage	ITEM DESCRIPTION	Percentage Amount (%)
1	I. Preparation of all Architectural Drawing, II. Preparation of 3- D presentation (soft copy), III. Preparation of all GFC drawing IV. Preparation of BOQ, estimate & technical specification for execution of Civil/ interior works	50%
2	I. On Completion of 50% of Civil & interior work by civil contractor	25%
3	I. On completion of 100% of Civil & interior works and final handing over by civil contractor	25%
	Total	100%


 देवाशीष मजुमदार / DEBASHIS MAJUMDER
 वरिष्ठ अभियंता / Senior Engineer
 मा.सं.-प्रशासन / HR-GAX
 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