



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

CIN: L74899DL1964GOI004281

पॉवर सेक्टर - दक्षिण क्षेत्र / Power Sector - Southern Region

२x६६० मेगा वाट - एन्नोर एस ई ज़ेड, एसटीपीपी वोयालूर पीओ, मिंजुर, पोन्नरी तालुक, तमिलनाडु - ६०१२०३)
(2X660 MW - Ennore S.E.Z STPP, Voyalur P.O. Minjur, Ponneri Taluk, Tamil Nadu - 601203)

NIT Ref No: BHEL:PSSR: ENR-SEZ:2026-27: SCT:270

Date: 03/09/2026

TENDER SPECIFICATION

BHEL : PSSR : ENR – SEZ : 2026–27 : SCT : 270

FOR

**Erection and Commissioning of Split AC in various
Buildings at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur
PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203**

VOLUME-I BOOK- I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures



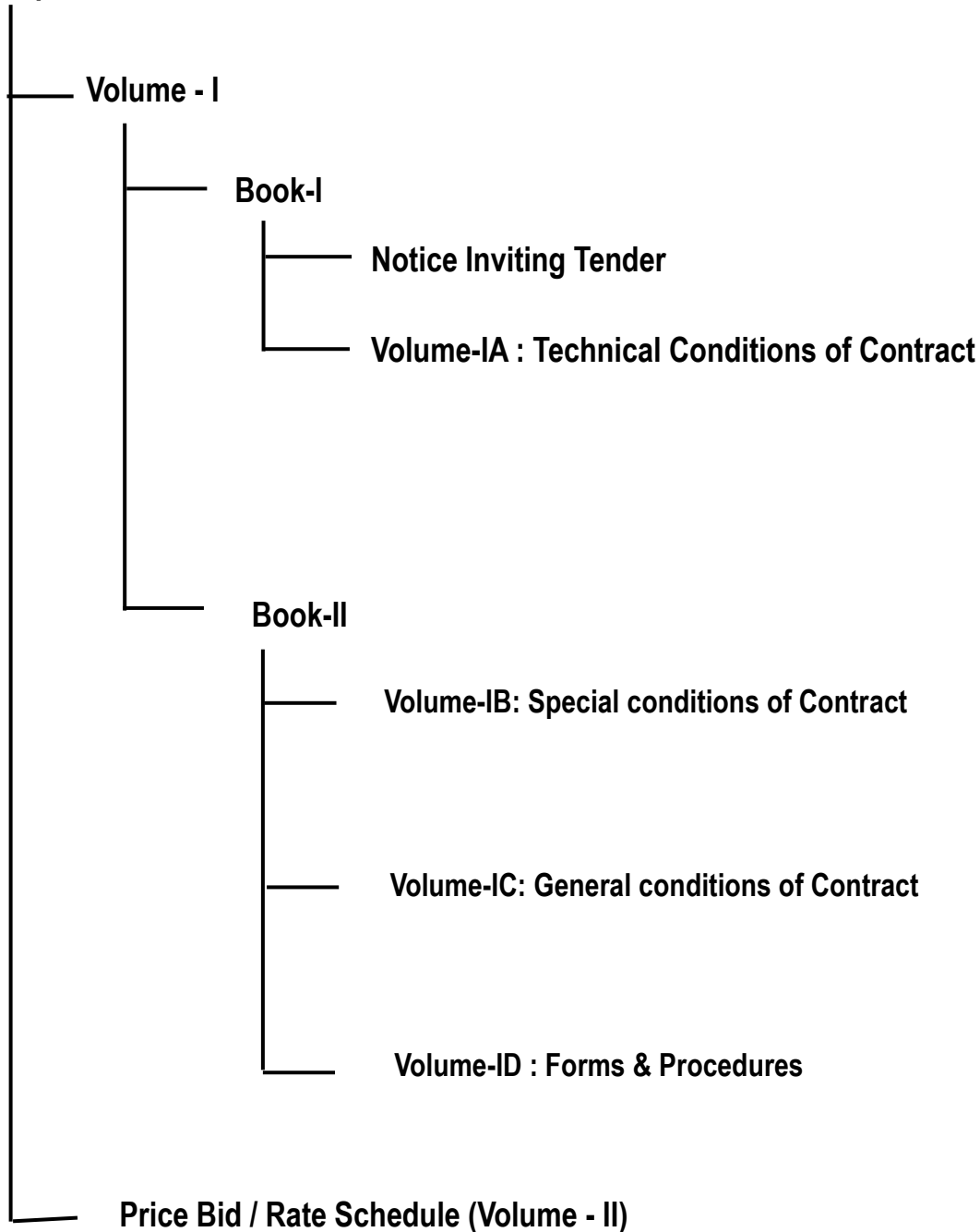
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TENDER SPECIFICATION CONSISTS OF

Tender Specification





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NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER

BHEL PSSR ENNORE SEZ SITE invites tender in Two Part - bid system (i.e. Technical Bid & Price bid - **thro' email**) for Erection and Commissioning of Split AC at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Vayalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

The Bidder shall submit the Price Bid (password protected) along with all signed and scanned documents should be sent to tender.ennore@bhel.in. Price bid must be sent with password protected mode in PDF and the **password shall be asked from bidder at the time of price bid opening.**

1. **Salient Features of NIT:**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL: PSSR: ENR-SEZ:2026-27: SCT:270
ii	Broad Scope of job	Erection and Commissioning of Split AC at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Vayalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. <i>Applicable</i>
b	Volume-IB	Special Conditions of Contract (SCC) <i>Applicable</i>
c	Volume-IC	General Conditions of Contract (GCC) <i>Applicable</i>
d	HSEP14	Health, Safety and Environment (HSE) <i>Applicable</i>
e	Volume-II	Price Bid (Rate Schedule). <i>Applicable</i>
iv	BID / OFFER SUBMISSION START TIME	Start Date: 03/ 09/ 2026, Time : 15:00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 10/ 09/ 2026 , Time : 11:00 Hrs Noon Place : The bidder should submit their offer through email at tender.ennore@bhel.in only. Bidders are requested to send their offer well in advance in order to avoid last minute congestion. Hard copy bids shall not be accepted. <i>Applicable</i>
vi	OPENING OF PART-1 TECHNO-COMMERCIAL BID	Date : 10/ 09/ 2026 , Time : 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidders who wish to be present to witness the tender opening may depute their authorised representative on the due date to BHEL Site Office, 2X660 MW Ennore SEZ STPP. (3) Bidders have to mail their Password to tender.ennore@bhel.in for opening the password protected pdf format Price Bid at least 15 mins before the scheduled date and time of Price Bid opening. Bidders to

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन : 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com
 BHELOfficial
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 bhel.india
 company/bhel



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		<i>note that, in case of wrong password / no password received, the bid will not be considered for further evaluation. No further correspondence will be entertained in this regard.</i>	
vii	EMD AMOUNT	NOT APPLICABLE	<i>Not Applicable</i>
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 09/09/2026 upto 14:00 Hrs Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: A V Gireesh Babu Designation: Sr Engineer Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442516865 Email : gireesh@bhel.in 2) Name: S Jeevan Prakash Designation: DGM Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442004609 Email : jeevanp@bhel.in	<i>Applicable</i>
ix	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be informed through email (either from jeevanp@bhel.in or gireesh@bhel.in) only. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	<i>Applicable</i>
x	Bids shall be addressed to	G.M. & P.D. / ENNORE SEZ, SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP, VOYALUR PO MINJUR PONNERI TALUK TAMIL NADU – 601 203	<i>Applicable</i>

- The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed, scanned and send through email at tender.ennore@bhel.in , as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- Unless specifically stated otherwise, bidder shall deposit EMD and Security Deposit as per the procedure mentioned as below: -
Detailed Instruction Brochure for depositing EMD/SD through SBI e-collect is detailed given below:

Step 1: Vendors may visit SBI collect website, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

Step 2: Select PSU - Public Sector Undertakings – leading to a page with list of PSUs



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Step 3: Type BHEL and search, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.

Payment Progress

Select Payee

Category: PSU-Public Sector Undertaking

bhel

Filter by State: -- Select --

Name of PSU-Public Sector Undertaking	State
BHEL BAP RANIPET	Tamil Nadu
BHEL PSSR CHENNAI	Tamil Nadu

Showing 1 to 2 of 2 entries (filtered from 113 total entries)

Back

Step 4: Select EMD receipts. Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender.

Step 5: Confirm details and pay

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

Step 6: Take a printout on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

4. **Procedure of Submission of Tenders/ Bids:** This is an E-tender floated online through Email (either from gireesh@bhel.in or jeevanp@bhel.in). The bidder should respond by submitting their offer online through email at tender.ennore@bhel.in only. Offers are invited in two-parts only.
- a) **Part – I – Techno-Commercial Bid:** All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in email, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format)



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SL. No.	Description	Applicability for Tender
i	Proof of remittance of Earnest Money Deposit (EMD).	Not Applicable
ii	Signed & Stamped Copy of Notice Inviting Tender (NIT) & Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
iii	No Deviation Certificate (Signed & Sealed on <u>company's letter head</u>) Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) & (ii) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. a. In case of acceptance of the deviations, appropriate loading shall be done by BHEL b. In case of unacceptable deviations, BHEL reserves the right to reject the tender.	Applicable
iv	Undertaking on company's letter head related to insolvency/ liquidation/ bankruptcy.	Applicable
v	Undertaking - Declaration confirming knowledge about Site conditions	Applicable
vi	Acceptance of UNPRICED Rate Schedule. (without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED'.	Applicable
vii	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Applicable
viii	Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT.	Applicable
ix	Any other details preferred by bidder with proper indexing.	Applicable
x	Caution to Bidders: - The duly signed & stamped scanned copies of all above mentioned documents are to be sent at tender.ennore@bhel.in as Techno-commercial Bid.	

b) Part – II – Price Bid (Rate Schedule) - Volume – II consisting of the following shall be provided as mentioned below

- Prices are to be quoted in the attached Price Bid Format **Price Bid (Rate Schedule) – Volume - II**, duly filled, signed and password protected mode in PDF format only.
- The price should be quoted for the accounting unit indicated in the tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.



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- iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

NOTE : File (pdf) / Email size should be less than 25 MB.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable in place of email, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

5. Deviation with respect to tender clauses and additional clauses / suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
6. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
7. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
8. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
9. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc., or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
10. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
11. Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
12. **Reverse Auction (RA):** Not Applicable.
13. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.



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14. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
15. **Consortium Bidding is not applicable for this tender.**
16. The bidder may have to produce original document for verification if so decided by BHEL.
17. Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on **"supplier registration page"**.

18. Integrity commitment, performance of the contract and punitive action thereof:

18.1 Commitment by BHEL:

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

18.2 Commitment by Bidder/ Supplier/ Contractor:

- i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

19.0 Micro and Small Enterprises (MSE) :(For tenders pertaining to procurement of "Works", Clause 19.0 is to be marked "Not Applicable")

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary



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evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference [price band defined in relevant policy, such Seller(s) shall be given opportunity to match L-1 price and contract will be awarded for 25% of total quantity.

- If LI bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
- In case of more than one such MSE, within the price band of L1 +15%, the supply shall be shared proportionately, provided the available quantum can be split.
- 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)
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. 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)/201 1-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 (I-JAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) 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

20.0 The 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 <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

21.0 PREFERENCE TO MAKE IN INDIA:

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



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22.0 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.

23.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

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

24.0 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.

25.0 One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one subsidiary having common business ownership/ management, only one business entity amongst the holding company and its subsidiaries should quote for a particular tender. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm /Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.



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- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or

ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected. Bidder shall submit Declaration as per format provided in Annexure-11.

26.0 Conflict of interest

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

- a) They have controlling partner (s) in common; **OR**
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; **OR**
- c) They have the same legal representative/agent for purposes of this bid; **OR**
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **OR**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid; **OR**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;

Or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **OR**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

27.0 Order of Precedence:

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन : 011-66337598 | ईमेल : contactus@bhel.in
 Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in
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Notice Inviting Tender : Erection and Commissioning of Split AC in various Buildings at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID - It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

28.0 Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

The following clauses of GCC/SCC are not applicable for this tender.

- 2.9 - Progress Monitoring, Monthly review
- 1.9- Earnest Money Deposit
- 1.10- Security Deposit
- 2.1 2- ORC
- 2.13- Interest Bearing Recoverable Advance
- 2.15- Extra Works
- 2.16- Supplementary Items
- 2.17- PVC
- 2.24- Performance Guarantee for Workmanship.
- 2.26- Reverse Auction

Forms and Procedures

- 1.14— Monthly plan and review with contractors (Form F-14)
- 1.15 — Monthly performance Evaluation of Contractor (Form F-15)
- 1 .17 — Evaluation of Contractor Performance Annual (Form F-17)
- 1 .18 — Evaluation of Contractor Performance for the contract (Overall) (Form F-18)
- 1 .19 — Milestone Completion Certificate (Form F-1 9)
- 1 .26 — Analysis of unit rates quoted (Form F-26) Chapter XIII

Other Clauses of Standard GCC & SCC shall remain unchanged

29.0 TAXES AND OTHER DUTIES

29.1 Goods and service Tax (GST) & Cess

- 29.1.1 The **successful** bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.



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- 29.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- 29.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 33AAACB4146P2ZL
GM & PROJECT DIRECTOR / ENNORE SEZ
BHARAT HEAVY ELECTRICALS LIMITED,
2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

- 29.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 29.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 29.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 29.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In-Charge.
- 29.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 29.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 29.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 29.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.
- 29.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.



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29.2 All taxes and duty other than GST & Cess

29.2.1 The contractor shall pay all (except the specific exclusion viz. GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

29.3 Statutory Variations

29.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

29.4 New Taxes/Levies

29.4.1 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

29.5 Direct Tax

29.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

30.0 TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

- 30.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.
- 30.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If we have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year_ (should be immediate preceding financial year)" And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.
- 30.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 30.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.



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30.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.

30.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non- compliance of statutory provisions from the money's due to them with applicable interest.

31.0 GENERAL

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

31.1 Successful bidder is requested to furnish the following at Site Office, BHEL – 2x660 MW Ennore SEZ STPP immediately after release of Letter of Intent (LOI)

- i. Security Deposit.
- ii. Unqualified Acceptance for Detailed LOI / Work Order.
- iii. Rs.100/- Stamp Paper for preparation of Contract Agreement.

31.2 Successful bidder is requested to furnish the proof of documents for the following at the Site Office, BHEL 2x660 MW Ennore SEZ STPP

- i. PF Regn No.
- ii. Labour License No.
- iii. Workmen Insurance Policy No.

31.3 In addition to the clause 2.8 of General Conditions of Contract the contractor shall comply with the following.

32.0 BOCW Act & BOCW Welfare Cess Act

32.1 The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement / Completion of Building other Construction Work) to the respective Labour Authorities i.e.,

- a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc.
- b) Appropriate State authorities in respect of the project premises which is under the purview of State Govt.

32.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

32.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.



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- 32.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
- 32.5 Contractor shall make remittance of the BOCW cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- 32.6 Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the amounts.

33.0 PROVIDENT FUND

- 33.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of the letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
- 33.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.

34.0 OTHER STATUTORY REQUIREMENTS

- 34.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no. along with the first running bill.
- 34.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 34.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 34.4 The Contractor shall submit copies of Final Settlement statement of disbursement of TECHNICAL CONDITIONS OF CONTRACT (TCC) Tender Specification No.: BHEL: PSSR: SCT: 2001 retrenchment



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benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (if applicable) to BHEL along with the Final Bill.

34.5 In case of any dispute pending before the appropriate authority under ID Act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.

34.6 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

35.0 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

35.1 The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.

35.2 The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in- Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

36.0 Site Visit by the Bidder :

The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings of the plant premises together with all statutory, obligatory, mandatory requirements of various authorities about the site of works at his own expense, and obtain and ascertain for himself on his own responsibility that may be for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

37.0 Suvidha Portal:

For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that



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tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above.

38.0 Grievance Redressal Mechanism

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

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

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

39.0 General Instruction for Bidder:

- a) Offer must be submitted strictly in line with Technical specification.
- b) Incomplete offer shall not be acceptable.
- c) Duly filled & signed with seal on all documents to be submitted along with offer.
- d) BHEL Site office, Ennore STPP, Voyalur PO Minjur, Ponneri Taluk reserve the right to get the services from more than one vendor.
- e) Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status. Offers with deviations from terms and conditions of the tender may not be considered. Bidders shall also furnish 'No Deviation Certificate' (Format attached).
- f) 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 no bidder shall have any claim arising out of such action by BHEL.
- g) In case you are not quoting, please send your regret letter positively for our reference.
- h) Tender received after the specified time of their "SUBMISSION" will be treated as late tender and shall not be considered under any circumstances.
- i) Supplier shall quote for all the items in the enclosed price bid format.
- j) The Vendor should have registration under GST Act and should submit the registration certificate along with Quotation.



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- k) Tenderers are requested to sign and put seal on all pages of tender documents and submit else their offer shall be liable for rejection.
- l) Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

DGM / MM, SCT, Purchase &FEX
BHEL / 2 x 660 MW ENNORE SEZ STPP



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Enclosure:

- (i) Annexure-1: Check List.
- (ii) Annexure-2: Offer Forwarding Letter
- (iii) Annexure-3: Declaration by Authorized Signatory
- (iv) Annexure-4: No Deviation Certificate
- (v) Annexure-5: Declaration confirming knowledge about Site Conditions
- (vi) Annexure-6: Declaration for relation in BHEL
- (vii) Annexure-7: Non-Disclosure Certificate
- (viii) Annexure-8: Bank Account Details for E-Payment
- (ix) Annexure-9: Undertaking Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- (x) Annexure-10: Declaration regarding Details of related firms and their area of activities
- (xi) Annexure-11: Declaration regarding One Bid per Bidder (as per Clause No 25)
- (xii) Annexure-12: Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)



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ANNEXURE - 1

CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details.
No column should be left blank.**

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
4	EMD DETAILS -NOT APPLICABLE	a. Mode of Remittance: NOT APPLICABLE Ref No: Date : Amount :	
5	Validity of Offer	To be valid for Six months from due date	
		Applicability (By BHEL)	Bidder's reply
8	Submission of Copy of PAN Card	Applicable	Yes / No
9	Submission of Copy of GST Certificate	Applicable	Yes / No
10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
11	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
12	Submission of Offer Forwarding Letter (as per Annexure – 2)	Applicable	Yes / No
13	Submission of Declaration by Authorized Signatory (as per Annexure – 3)	Applicable	Yes / No



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14	Submission of No Deviation Certificate (as per Annexure – 4)	Applicable	Yes / No
15	Submission of Declaration confirming knowledge about Site Conditions (as per Annexure – 5)	Applicable	Yes / No
16	Submission of Declaration for relation in BHEL (as per Annexure – 6)	Applicable	Yes / No
17	Submission of Non-Disclosure Certificate (as per Annexure – 7)	Applicable	Yes / No
18	Submission of Bank Account Details for E-Payment (as per Annexure – 8)	Applicable	Yes / No
19	Submission of Undertaking regarding Insolvency/ Liquidation/ Bankruptcy Proceedings (as per Annexure - 9)	Applicable	Yes / No
20	Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-10)	Applicable	Yes / No
21	Submission of Declaration regarding One Bid per Bidder (as per Clause No 25 of NIT, Annexure-11)	Applicable	Yes / No
22	Submission of Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-12)	Applicable	Yes / No
25	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
26	Submission of unquoted Price Bid Volume –II without disclosing rates / price	Applicable	Yes / No

NOTE:

1. Strike Off 'YES' OR 'NO', as applicable.
2. Formats for Annexure 1 to 12 mentioned at Sl. No.12 to 22 above, are enclosed with NIT
3. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)



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Annexure-2

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,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir,

Sub : Submission of Offer against tender Specification No. **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026**

I / We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector Southern Region, Ennore SEZ, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL.
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit for the work as provided for in the Tender Conditions with 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/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature : _____

Name : _____

Address : _____

Place: _____

Date: _____



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Annexure-3

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:



Notice Inviting Tender : Erection and Commissioning of Split AC in various Buildings at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2026-27: SCT:270

Date: 03/09/2026

Annexure-4

NO DEVIATION CERTIFICATE

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026,
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 NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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)



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NIT Ref No: BHEL:PSSR: ENR-SEZ:2026-27: SCT:270

Date: 03/09/2026

Annexure-5

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date : _____

Place: _____



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Date: 03/09/2026

Annexure-6

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,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026,

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

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.



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Date: 03/09/2026

Annexure-7

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS ___ 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 PS ___ against Tender Specification No:_____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ___, _____

- 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 PS__.

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

Date:



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Annexure-8

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



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Date: 03/09/2026

Annexure-9

UNDERTAKING

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026

I/We,

_____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/ authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:



Notice Inviting Tender : Erection and Commissioning of Split AC in various Buildings at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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Date: 03/09/2026

Annexure-10

DECLARATION

Date: _____

To: **GENERAL MANAGER & PROJECT DIRECTOR,**
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203
 email: tender.ennore@bhel.in

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members (" Family " shall mean: (a). parent, (b). husband/wife, (c). sons/daughters (including adopted children) and their spouse, (d). full blood siblings (brothers & sisters from common parents) and their spouse)
 that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____



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Date: 03/09/2026

Annexure-11

DECLARATION

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

To,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir/Madam,

Sub: One Bid per Bidder w.r.t. Clause No. 25 of NIT – reg.

Ref: NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026**

I/ We, M/s (Name of the bidder) certify the following with reference to the subject Tender.

1) I/ We have not submitted multiple bids, in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format

wherein,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a Director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and/or Key Managerial Personnel of a holding company of that company which has submitted the bid.

2) None of our Sister/ Associated/ Allied concerns (i.e., a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner) have submitted any other bid for this Tender.

I/We understand that all the bids of a bidder who has submitted multiple bids, in terms of Clause No. 26 of NIT, shall be rejected.

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

Place:

Date:



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Date: 03/09/2026

Annexure-12

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

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

To,
GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :270 dt 03/09/2026,**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by _____ (specify 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 04.06.2020 issued by DPIIT and subsequent order(s).

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 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).

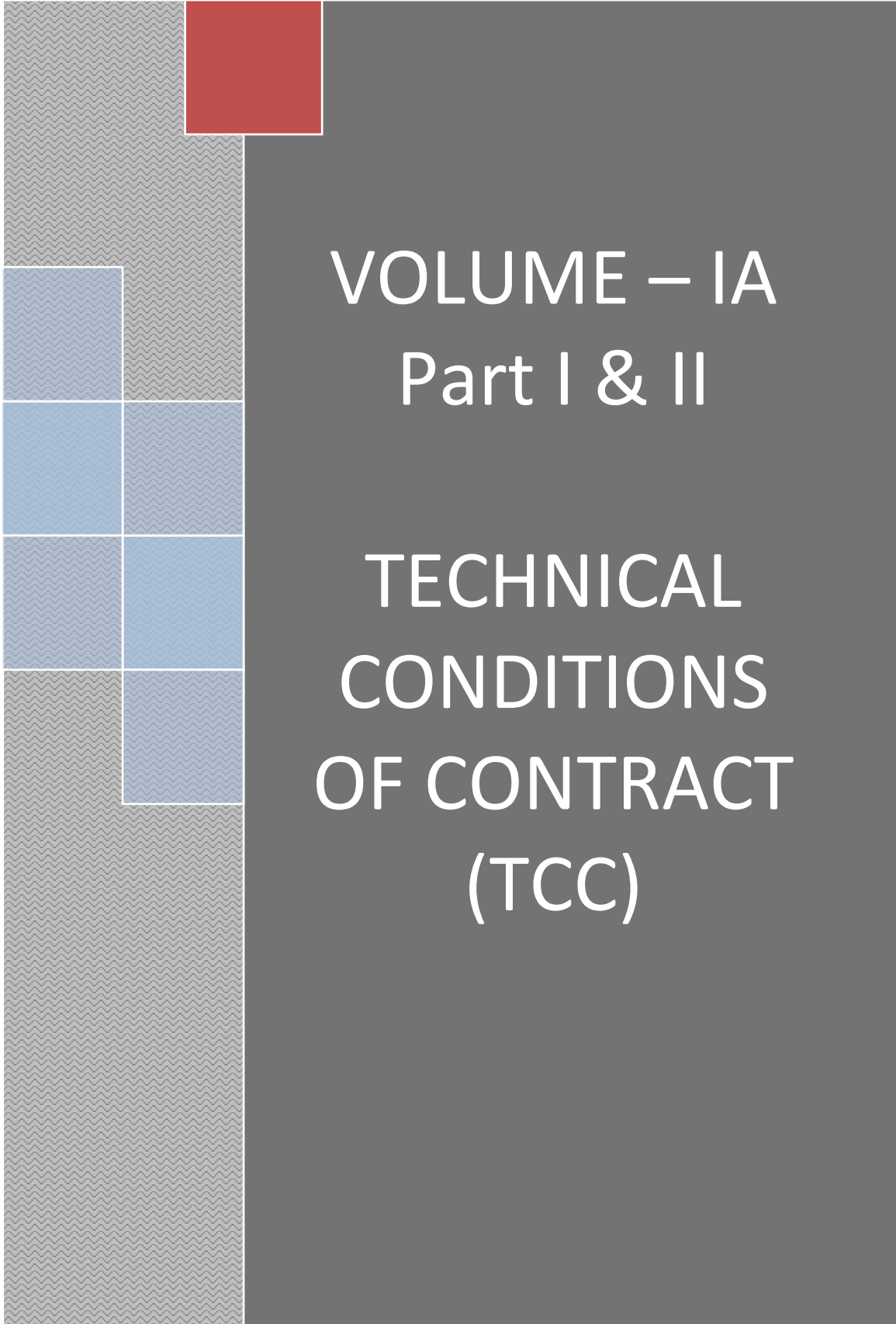
In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



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TECHNICAL CONDITIONS OF CONTRACT

1. Erection and commissioning of Split AC's of capacity 2TR and 5TR in various Buildings for Air Conditioning at BHEL – 2x660 MW Ennore SEZ STPP, Minjur, Ponneri Taluk, Tamil Nadu

2. Description of Work: -

ENNORE SEZ STPP 2 X 660 MW is being set up by TAMILNADU GENERATION AND DISTRIBUTION CORPORATION (TANGEDCO) at Minjur, Ponneri Taluk, Tamil Nadu. BHEL has taken up the Construction of this Power Plant.

BHEL intends to complete the erection and commissioning of split air-conditioning (AC) units of 2 TR and 5 TR capacity to provide cooled areas in various buildings.

Some split AC units shall be installed as a temporary arrangement to cater to the cooling requirements until the centralized air-conditioning systems are ready. The remaining split AC units shall be installed as a permanent arrangement, as per the requirements of the respective buildings/areas.

Bill of Quantities of Split AC planned to be erected are as follows:

Sl. No.	Description	Qty	UOM
1	Temporary Split AC installation		
A	Installation of Split AC 5 TR capacity in 8.5 meter UPS room and 17 meter CCR Building	7	Nos.
B	2TR Split AC in CD Bay - 17 meter	2	Nos.
2	Permanent split AC's Installation		
C	Installation of 5TR split AC RODM Control Room Building	12	Nos.
D	2TR Split AC in various auxiliaries building	30	Nos.

Civil front for installation of split AC's are available.

3. Supply and E&C Scope includes:

1. **2TR Split AC:**

A. **Material provided by BHEL:**

- a. Indoor and Outdoor unit of Split AC along with remote.
- b. Isolation Switch, stabiliser and stand



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c. 3-meter copper pipe with insulation

B. Bidder to arrange the following materials:

- a. Additional copper pipes required for indoor and outdoor unit connection
Copper piping (suction + liquid) with nitrile insulation Gas (Suction) pipe: 5/8 inch & Liquid pipe: 1/4 inch (6.35 mm OD) having 0.8 mm wall thickness.
- b. Drain piping (25 mm PVC) up to nearest drain location
- c. Interconnecting control cable 4-core × 2.5 sq.mm copper
- d. Refrigerant pipe supports/clamps and insulation finishing
- e. Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)

2. 5TR Split AC's

A. Material provided by BHEL:

- a. Indoor and Outdoor unit of Split AC along with remote.

B. Bidder to arrange the following materials:

- a. Copper piping (suction + liquid) with nitrile insulation (10 m route) having copper pipe of size 7/8" and 3/8". Pipe thickness 1 mm for suction line and 0.8 mm for liquid line.
- b. Refrigerant gas.
- c. Tie rods 12 mm dia of 2 meter height from roof supported at 4 ends.
- d. Drain piping (25 mm PVC) up to nearest drain location
- e. Interconnecting control cable 6Cx1.5mm²
- f. Refrigerant pipe support through cable trays/clamps, tie rods, nut bolts and insulation finishing
- g. Nitrogen pressure testing, vacuuming and commissioning
- h. Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)
- i. Supply and installation of 4 Pole MCB, 32 Amp & Box for split ac

Note: The Bidder shall note that payment for installation of copper piping shall be made strictly based on the actual measured length of copper pipes erected and accepted at site. The Bidder shall, prior to submission of the offer, visit the site and thoroughly assess the site conditions, routing requirements, accessibility and approximate quantities/lengths of copper piping required for completion of the work.

The Bidder shall be solely responsible for verifying the actual requirement and shall make adequate provisions for the supply, installation, testing and commissioning of copper piping accordingly. No claim on account of any variation in the actual quantity/length of copper piping required, arising due to inadequate site assessment by the Bidder, shall be entertained. Payment shall be restricted to the actual quantity/length of copper piping erected, measured and accepted by BHEL at site



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C. E&C terms:

1. Material storage: The scope of material unloading, loading, handling at site, storage, preservation, security will be in scope of bidder
2. All tools and machine required for material loading, unloading, shifting, erection of equipment shall be arranged by Vendor.
3. Tools & tackles as required for regular maintenance shall be supplied by Vendor.
4. Scaffolding, ladder etc required for installation and maintenance shall be arranged by bidder.
5. Instruments required for performance testing of split AC's shall be arranged by bidder at site.
6. Construction Power: HT Power supply (33KV/433V or 11KV/433V) shall be made available for erection work at the rates prevailing at the time of usage on chargeable basis as per HT tariff V (temporary construction supply) rates applicable as per TNERC tariff order
7. Construction water: Construction water shall be available at one point within the plant boundary on chargeable basis subject to availability.
- D. **Warranty:** The Bidder shall provide an Erection & Commissioning (E&C) warranty for a period of three (3) months from the date of commissioning of each Split AC unit. The warranty shall cover any defects, deficiencies or failures arising out of improper workmanship during erection and commissioning.
Any defects attributable to workmanship and observed during the warranty period shall be rectified by the Bidder at no additional cost to BHEL, including all associated labour, tools, tackles and incidental expenses.

4. Common terms:

- a. Quality Requirements in the Technical Specification are indicating minimum requirements for inspection and testing. Vendor shall note that quality plan to be followed as provided in tender documents.
- b. Tender drawings enclosed form the part of specification and the bidder shall check the space requirements for installing the equipment as per the specification and layout requirements given in the specifications.
- c. In the event of any conflict between the requirements of two clauses of this specification documents or requirements of different codes and standards specified, the more stringent requirement as per the interpretation of the owner shall apply.
- d. Quality requirements in the Technical specification are minimum requirements for inspection and testing. Vendor to note that quality plans to be followed.

e. EXCLUSIONS

Works listed below are excluded from scope of bidder.

1. Construction of foundations
2. False ceiling.



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5. **Time Schedule: -**

The contract period shall be 08 weeks from work order.

6. **Statutory Requirement: -**

It will be the responsibility of the contractor to ensure that all statutory requirements like minimum wage (including latest revision, if any), PF, ESI/WC Insurance, Leave Pay, Bonus etc as applicable at Ennore SEZ site are taken care of and no additional /extra cost will be payable during the contract period on any account. The Contractor shall fully indemnify BHEL against all claims on this account. Contractor also to register with the authorities wherever required as per statutory requirements.

7. **VARIATION OF CONTRACT VALUE:**

Prices shall remain Firm for any increase or decrease in the Order/ Contract value (Ex-works) upto plus or minus 30% (for any amendment) within 2 years from the date of original WO unless specified otherwise in NIT. The Purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices without any escalation.

8. **Payment Terms:**

ERECTION & COMMISSIONING PAYMENT

- 80% payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner and HR compliance for installation works.
- 10% of the total value shall be released by Site authorities/ Region on successful testing of work.
- 10% of the total value shall be released by Site authorities/ Region on successful completion of work.

MODE OF PAYMENT

Payments shall be made directly to the Seller/ Contractor by E-transfer. No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.

9. **RECOVERY OF OUTSTANDING AMOUNT**



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In event of any amount of money being outstanding at any point of time against the Seller/ Contractor due to excess payment or any other reason whatsoever, in the present order/ contract or any other order/ contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/ Contractor or at any other appropriate time and manner/ mode as deemed fit by the Purchaser at its sole discretion.

10. CONTRACT PERFORMANCE BANK GUARANTEE

- Vendor shall submit Contract Performance Bank Guarantee (as per Annexure-I) for 10% of Order/ Contract value (excluding taxes, duties & freight) before first submission of documents for payment to cover the due performance of Order/ Contract and to fulfill the guarantee conditions stipulated in the Order/ Contract.
- Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 20%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.
- Validity of the Bank Guarantee shall be for the entire Guarantee period, later extended to cover the entire guarantee period, two months before its expiry.
- Purchaser reserves the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfilment of performance of the Order/ Contract.
- Equivalent amount shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, in absence of a valid bank guarantee.
- Bank Guarantees shall be from nationalised Bank.
- In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Chennai.

11. DELAYED E&C work:

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding taxes, duties, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract.

12. CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval of Purchaser or Engineer in respect of stores or materials or other particulars or work or workmanship involved in performance of order/ contract (with or without any test carried out by Seller/ Contractor or Inspection Agency or under direction of Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part/ portion of consignment thereof, within 30 days after actual delivery at the stipulated place or destination, if such stores or part/ portion of consignment thereof is not in conformity with terms and conditions of order/ contract whether on account of any loss, storage, deterioration or damage before dispatch or otherwise, whatsoever.



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Rejected goods or materials shall be removed by Seller/ Contractor within a period of 15 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall be borne entirely by the Seller/ Contractor.

13. RISK IN STORES (FOR E&C CONTRACTS)

Seller/ Contractor shall perform the order/ contract in all respects in accordance with terms and conditions thereof. Stores and every constituent part thereof, whether in possession or control of the Seller/ Contractor, his agents or servants, or a carrier, or in joint possession of Seller/ Contractor, his agent or servants and Purchaser, his agents or servants, shall remain in every respect at the risk of Seller/ Contractor until their actual delivery to consignee at the stipulated place or destination or where so provided in acceptance of offer, until their delivery to a person specified by Purchaser as interim consignee for the purpose of dispatch to the consignee. Seller/ Contractor shall be solely responsible for all losses, destructions, damages or deterioration to the stores from any cause whatsoever, while the stores await dispatch after approval by the Inspection Agency.

**14. SHORTAGES / DAMAGES
FOR E&C PACKAGES**

Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/ Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, subassembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.

15. CONFIDENTIALITY

Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract.

16. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a. If Seller/ Contractor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or



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Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.

vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as follows:

- a. Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And

- b. Additional 5% overheads as departmental charges on the ex-works value of new PO”.

17. TERMINATION OF CONTRACT

- a) Purchaser shall have the right to cancel Order/ Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Seller/ Contractor compensation claim shall be settled mutually.
- b) Purchaser shall have the right to cancel order/ contract at the risk and cost of Seller/ Contractor in case either the Seller/ Contractor himself or any of his representative or agent is found to have been a previous employee of the Purchaser immediately before retirement and has within a period of two years of such retirement accepted the employment of the Seller/ Contractor either as a Seller/ Contractor or as an employee without having obtained prior permission of Purchaser.
- c) In case of cancellation of main supply order/ contract, all other associated orders/ contracts like mandatory spares/ recommended spares/ E&C/ supervision of E&C would also get cancelled.

18. TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

- a) Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event of Seller/ Contractor sub-letting, transferring or assigning order/



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contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the stores from elsewhere at risk and costs of Seller/ Contractor and the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.

- b) If Seller/ Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the Purchaser is satisfied that legal representative of individual seller/ contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, the Purchaser shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of seller/ contractor and/ or to surviving partners of seller's/ contractor's firm on account of cancellation of the order/ contract.
- c) Decision of Purchaser that legal representatives of deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.
- d) Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

19. FORCE MAJEURE

- a) Notwithstanding anything contained elsewhere in the document, if at any time during the continuance of the Order/ Contract, the performance in whole or in part by either party of any obligations under the Order/ Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/ Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/ Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.
- b) In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions

hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

- c) Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.

20. INDEMNIFICATION



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Seller/ Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/ Contract.

21. SETTLEMENT OF DISPUTES

- a) Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.
- b) Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c) Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

22. ARBITRATION

- a) In the event of any dispute or difference arising out of execution of order/ contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by Seller/ Contractor in any manner touching upon order/ contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of Purchaser.
 - a. 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 venue of arbitration shall be at New Delhi.
- b) In case of Order/ Contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the extant guidelines of Govt. of India shall be followed.
- c) The cost of arbitration shall be borne equally by the parties.

23. LAWS GOVERNING THE CONTRACT

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Chennai.

24. JURISDICTION OF COURT

Courts at Chennai shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

25. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Before submitting the bid, the Bidder shall familiarise himself with the conditions at the site by visiting the site if deemed necessary. The information given herein is for general guidance only and shall not be contractually binding on BHEL/Owner. All relevant site data and information, as may be necessary, shall have to be obtained or collected by the bidder.



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Drawings

1. Technical datasheet of split AC's, Drawing No. PE-VO-412-553-A021 (TDS and GA of ductable split/ Split Air Conditioner.)
2. RODM Building drawing for installation of split AC, Drawing no. PE-VO-412-553-A042B (DUCTABLE SPLIT AC LAYOUT FOR LV SWITCHGEAR BUILDING)

VOLUME - II

PRICE BID - RATE SCHEDULE

1. Erection and commissioning of Split AC's of capacity 2TR and 5TR in various Buildings for Air Conditioning System at BHEL – 2x660 MW Ennore SEZ STPP, Minjur, Ponneri Taluk, Tamil Nadu

Sl. No.	Description	Qty	Unit	Unit Rate	Amount	GST	Amount Including GST
	TEMPORARY SPLIT AC INSTALLATION						
A	5TR Split AC in UPS Room and CCR Building						
A.1	Installation of indoor duct able unit on support structure	7	Nos.				
A.2	Installation of outdoor condensing unit	7	Nos.				
A.3	Copper piping (suction + liquid) with nitrile insulation (10 m route) having copper pipe of size 7/8" and 3/8". Pipe thickness 1 mm for suction line and 0.8 mm for liquid line.	90	m				
A.4	Drain piping (25 mm PVC)	50	m				
A.5	Interconnecting control cable 6Cx1.5mm2	80	m				
A.6	Refrigerant pipe supports/clamps and insulation finishing	7	Lot				
A.7	Nitrogen pressure testing, vacuuming and commissioning	7	Nos.				

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Sl. No.	Description	Qty	Unit	Unit Rate	Amount	GST	Amount Including GST
A.8	Refrigerant filling	50	kg				
A.9	Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)	7	Lot				
A.10	Supply and installation of 4 Pole MCB, 32 Amp & Box for split ac	7	Nos.				
Total (A Part)							
B	2TR Split AC in CD Bay - 17 meter						
B.1	Installation of indoor ductable unit	2	Nos.				
B.2	Installation of outdoor condensing unit	2	Nos.				
B.3	Copper piping (suction + liquid) with nitrile insulation Gas (Suction) pipe: 5/8 inch & Liquid pipe: 1/4 inch (6.35 mm OD) having 0.8 mm wall thickness.	20	m				
B.4	Drain piping (25 mm PVC)	30	m				
B.5	Refrigerant pipe supports/clamps and insulation finishing	1	Lot				
B.6	Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)	1	Lot				
B.7	Interconnecting control cable 4-core × 2.5 sq.mm copper	20	m				
Total (B Part)							

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Sl. No.	Description	Qty	Unit	Unit Rate	Amount	GST	Amount Including GST
	PERMANENT SPLIT AC INSTALLATION						
C	Installation of 5TR split AC RODM Control Room Building						
C.1	Installation of indoor ductable unit hanged with tie rods 12 mm dia of 2 meter height from roof supported at 4 ends.	12	Nos.				
C.2	Installation of outdoor condensing unit on pedestal	12	Nos.				
C.3	Copper piping (suction + liquid) with nitrile insulation (10 m route) having copper pipe of size 7/8" and 3/8". Pipe thickness 1 mm for suction line and 0.8 mm for liquid line.	160	m				
C.4	Drain piping (25 mm PVC)	200	m				
C.5	Interconnecting control cable 6Cx1.5mm2	160	m				
C.6	Refrigerant pipe supports through cable trays/clamps, tie rods, nut bolts and insulation finishing	160	m				
C.7	Nitrogen pressure testing, vacuuming and commissioning	12	Nos.				
C.8	Refrigerant filling	84	kg				
C.9	Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)	12	Lot				
C.10	Supply and installation of 4 Pole MCB, 32 Amp & Box for split ac	12	Nos.				
	Total C Part						

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Sl. No.	Description	Qty	Unit	Unit Rate	Amount	GST	Amount Including GST
D	2TR Split AC in various auxiliaries building						
D.1	Installation of indoor ductable unit	30	Nos.				
D.2	Installation of outdoor condensing unit	30	Nos.				
D.3	Copper piping (suction + liquid) with nitrile insulation Gas (Suction) pipe: 5/8 inch & Liquid pipe: 1/4 inch (6.35 mm OD) having 0.8 mm wall thickness.	150	m				
D.4	Drain piping (25 mm PVC)	200	m				
D.5	Interconnecting control cable	200	m				
D.6	Refrigerant pipe supports/clamps and insulation finishing	1	Lot				
D.7	Miscellaneous consumables (brazing rods, insulation tape, sleeves, fasteners, etc.)	2	Lot				
D.8	Core cutter for making holes in walls & beams.	25	Nos.				
D.9	Interconnecting control cable 4-core × 2.5 sq.mm copper	150	m				
Total D Part							



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Sl. No.	Description	Qty	Unit	Unit Rate	Amount	GST	Amount Including GST
Grand Total (A+B +C +D) Inclusive of GST							₹ _____/- Rs. _____ _____ _____

NOTES:

1. All the above quoted rates shall be firm throughout the contract period.
2. The rate shall be entered in figure as well as in words.
3. Evaluation shall be done on overall lowest offer basis. Reverse Auction is applicable for this tender.

DATE:

SIGNATURE:

PLACE:

NAME OF SIGNATORY:

NAME OF BIDDER:

(SEAL OF THE BIDDER):