



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

क्षेत्रीय परिचालन प्रभाग, मुंबई

REGIONAL OPERATIONS DIVISION, MUMBAI

15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171228/223/222/242

NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

To

M/S. _____,

विषय: ऑफिस नंबर F32, तीसरी मंजिल, टावर F, मेकर टावर "F" प्रीमाइसेस को-ऑपरेटिव सोसाइटी लिमिटेड, कफे परेड, कोलाबा, मुंबई

400005, महाराष्ट्र में सिविल मरम्मत और नवीनीकरण कामों के लिए निविदा।

Subject: Tender for Civil Repair and Renovation Works in "Office no F32 , 3rd Floor, Tower F, Maker Tower "F" Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra"

बीएचईएल, भारत सरकार का उपक्रम, जो भारतीय अर्थव्यवस्था के मुख्य क्षेत्रों जैसे बिजली, उद्योग, बुनियादी ढांचे आदि को पूरा करती है। आपको उपरोक्त निविदा में भाग लेने के लिए आमंत्रित करती है।

BHEL, a Govt. of India Undertaking, catering to the core sectors of the Indian economy viz. Power, Industry, infrastructure etc. invites you to participate in the above tender.

निविदा की प्रक्रिया, मूल्यांकन और अंतिमकरण ऑफलाइन प्रणाली के माध्यम से किया जाएगा। बोलीदाता को अपना उत्तर बीएचईएल आरओडी, 15वीं मंजिल, डब्ल्यूटीसी कफ परेड, कोलाबा, मुंबई में निविदा पेटी में ऑफलाइन बोली जमा करके प्रस्तुत करना होगा।

The tender will be conducted, evaluated and finalized through offline system. The bidder shall submit his response through bid submission at offline in tender box at BHEL ROD 15th floor, WTC Cuffe Parade Colaba Mumbai.

कृपया अंतिम समय की हलचल से बचने के लिए निविदा पोर्टल में- नियत तारीख से पहले अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव जमा करना सुनिश्चित करें।

Please ensure the submission of your most competitive offer before the due date to avoid last minute hustle.

GENERAL INFORMATION

BHEL intends to appoint Contractor for Civil Repair and Renovation Works "Office no F32, 3rd Floor, Tower F, Maker Tower "F" Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra"

Tender shall be finalized through price bid opening of technically qualified bidders and reverse auction shall be conducted with M/s. Antares Systems Limited, Bengaluru. Details of which are given below. Detailed specifications and scope are covered in Section –II

Names addresses of the Contact Persons for this tender are.

Sl. No.	Particular	Remarks
1	Address of work location	Office no F32, 3rd Floor, Tower F, Maker Tower "F" Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra
1.	BHEL ROD Mumbai address and contact for coordination for tender: Mr. Anil Mandal, AE, HR Puran Bankoliya, Engineer HR	Ph No. 022- 22171223/222/242, 9702204310/8667553292 Email: anil.mandal@bhel.in ; puran@bhel.in

2.	Date of issue of tender	05.10.2026
3.	Last Date and time of submission of bid	09.10.2026/3pm
4.	Date and time of opening of techno-commercial bid	09.10.2026/3.30pm
5.	Date and time of opening of price bid	Will informed to techno-commercially qualified bidders
6.	Tender Type	Work tender; Two-part bid
7.	The bids to be submitted at	Tender Box, BHEL ROD Office, 15th Floor, WTC, Cuffe Parade, Colaba, Mumbai 400005.

SECTION I

INSTRUCTIONS TO BIDDERS

A. Bid Submission:

- Bidders are advised to go through the tender document fully before submitting the dully filled tender in tender box for Techno-commercial bid (Part I) and Price bid (Part II).
- Envelope 1 (please write—Technical Bid/ **NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026**) should contain the following
 - 2.1 CA certificate or Financial A/c Statement with UDIN as mentioned in PQR
 - 2.2 Work experience documents as mentioned in PQR
 - 2.3 Address proof as mentioned in PQR
 - 2.4 Pan card, GST, Bank Details, MSE certificate if applicable
 - 2.5 Signed and stamped copy of NIT, all pages including blank price bid
 - 2.6 Signed and stamped Annexures (1 to 17) including undertaking/Compliance certificate/ No deviation certificate on letter head
- Envelope 2 (please write Price Bid/ **NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026**) should have
 - 3.1 filled price bid, with sign and stamp
- Bidder is requested to put sealed envelope 1 and 2 in separate envelope and submit that sealed envelope in tender box timely.
- Please write tender reference number on each envelope and also write name and address of bidder.
- Tender box is located at 15th floor, BHEL ROD Mumbai Unit Bharat Heavy Electricals Limited, World Trade Centre - 1, Cuffe Parade, Colaba, Mumbai:- 400 005
- The tender will be conducted and evaluated offline. The bidder shall submit his response through bid submission to the tender box.
- BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
- The offers shall be kept valid for a period of 3 months from the date of opening of the tender.
- BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.

B. Reverse Auction:

- BHEL reserves the right to go for Reverse Auction (RA) for finalization of this tender instead of opening of price bids i.e (Part II) for the technically qualified bidders. However, the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects.
- Reverse Auction shall be conducted as per M/s. Antares Systems Limited.
- Bidders must go through Guidelines for Reverse auction available at <https://trichyinfras.bhel.in/mm/docs/RA%20Guidelines%20and%20Business%20Rules.pdf>
- BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on website www.bhel.com on "supplier registration page"). This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be

considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com).

C. Evaluation Criteria:

RA will be conducted. L1 bidder will be called for further process including WO placement. Price to be quoted in Lumpsum (Total cost to BHEL as per Price BID Format). Price is inclusive of GST.

**SECTION – II
SCOPE OF WORK**

Work site/Location: Office no F32, 3rd Floor, Tower F, Maker Tower “F” Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra”

Scope of works includes Civil Repair and Renovation Works in said premises including taking instructions from the BHEL representative or consultant hired by BHEL for smooth execution of the job.

BOQ is as under

Col 1	Col 2	Col 3	Col 4
Sr	DESCRIPTION	UNIT	QTY
	CIVIL WORKS		
1	DISMANTLING & DEMOLITION WORKS and removal of all debris Dismantling of existing Partitions as demarkated in the floor plan area & stacking the materials in convenient non objectionable place Chipping of the Existing flooring if required & preparation of surface & stacking the materials in convenient non objectionable place,& clearing the debris , complete as per direction of the Architect/ Bank officials. Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge. Job includes safely removal of wooden panelling on front wall.	LS	1.00
2	IPS Flooring: Providing and laying IPS flooring average (10 to 40mm Thk) cement mortar of PCC 1:4 (1 cement: 4coarse sand over the existing floor surface to achieve a perfectly levelled and smooth floor, including finishing of edges near junction - boxes, curing & filling of joints with Asphalt etc 1:4:8	Sq Ft	880.00
3	Granite Counter: Providing and fixing 600mm Wide Counter with 18 mm thick Granite mirror polished, pre-moulded and pre-polished, machine cut for platforms, Washrooms vanity counters, and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to give high gloss finish etc. complete at all levels.	Rft	7.50
4	WALLS : Providing and laying Autoclaved Aerated Cement (AAC) blocks masonry for walls using 150mm thick AAC blocks including providing 100 mm thick RCC band with 3 nos. 8 mm dia TMT bars and 8 mm dia TMT links at 300 c/c in cement concrete mix 1:2:4 at sill level and lintel level with approved block laying polymer modified adhesive mortar including raking out joints, curing, scaffolding etc complete as per direction of Engineer in-Charge.	Sft	700.00
5	CEMENT PLASTER : Providing and applying in position average 12/15mm thick smooth finish cement Plaster in cement mortar 1:5 to all internal walls, using fine or Coarse sand and adding polypropylene fiber of approved quality in desired quantity per bag of cement as per manufacturers specifications complete. Rate includes providing chicken mesh to all joints of RCC members with Brick walls in all positions in proper line, level & plumb at all levels and heights with necessary scaffolding, cleaning of surfaces, raking out joints, roughening of surfaces ,curing etc complete as directed at site. Rate includes making	Sft	1500.00

	Flush/raised/sunk or moulded bands of any width, recesses, making grooves etc. complete as per Architectural drawings and no extra payment shall be considered for the same.		
6	WATERPROOFING: Waterproofing Treatment to Toilet Sunken and other Internal Wet Areas Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours. (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.	Sft	90.00
7	ANTI SKID VITRIFIED FLOORING (Skirting included) Providing and Laying Vitrified Tiles of approved colour /shade. Vitrified Tile Flooring of 1st quality with water absorption less than 0.08% and confirming to IS- 15622. Dark Colour shade fixed on bed of cement mortar 1:4 Mix. The Vitrified Tile shall be fixed with neat cement float filling joints neat matching colour cement slurry . Rubbing, Cleaning etc. as per instruction. Skirting 4" will be included and measured in Sq ft. Note: After the flooring work, the vitrified flooring will be protected by laying a plastic sheet and POP layer on top of the sheet for protection At that stage the plastic sheet with the POP layer will be removed neatly and carefully and disposed off as scrap. (Tile brand will be Kajaria, Euro Vitrified, Somany, Nitco, Simpolo or Varmora). (Cement - Ultratech, Ambuja, Ramco, JK Cement, India Cements)	Sft	90.00
8	TOILET WALL DADO VITRIFIED TILES : Providing and fixing Ceramic tiles matching with the dark shade of flooring tiles fixed with cement mortar. (Tile brand will be Kajaria, HR Johnson, Simpolo). (Cement - Ultratech, Ambuja, Ramco, JK Cement, India Cements)	Sft	500.00
9	GYPHUM PUNNING ON WALLS: Making the surface of the wall in plum & level with Gypsum plastering as per directions. Providing and applying punning up to 12mm thick layer of gypsum applied over selected existing wall surface and columns finished smooth, inclusive of surface preparation, including all incidentals, making grooves 6mm wide in the gypsum at the junction/end of walls or as directed, etc. complete. The finished surface should be smooth and imperfect level so as to avoid unevenness and ready to take on paint. (Gypsum - Indigypsum, JK Laxmi, Ramco)	Sft	1000.00
10	Vitrified Tiles Flooring : Providing and laying Double Charge Vitrified Tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately. Size of Tile 800 x 800	Sft	880.00
11	PAINTING WORK : Scraping down the existing lime wash/paint completely filling the cracks with Plaster of Paris/palti/putti, apply 01 coats of primer and the 2 coats of Acrylic Emulsion Paint to the walls, ceiling, windows/doors as per instructions. Paint brands - Asian, Berger, Dulux).	Sft	2000.00
12	Providing and Fixing in stepped manner Granite Frame for Toilet doors and Windows. Granite to be adhered to walls using approved adhesive and over the base 1:4 CM .	Rft	50.00
	PLUMBING WORKS		
13	WC EUROPEAN : Providing & fixing wall mounted European style Water Closet (EWC) of approved colour, shade & make consisting of Concealed Water Tank with associated Push Flush Plate	Nos.	2.00
14	WASH BASIN : Providing and fixing 'White vitreous chinaware table top or Wall Hung Semi Pedestal wash basin with all associated Accessories	Nos.	2.00
15	Fixing CP Brass Pillar Cock with associated waste coupling, connector pipe, etc.	Nos.	2.00
16	Providing and fixing in position CP brass angle cock	Nos.	4.00
17	COAT HOOKS : Providing and fixing CP brass coat hooks	Nos.	2.00
18	Providing and fixing PVC Soap Dispenser Wall Mounted	Nos.	2.00

19	TOILET PAPER HOLDER : Providing & fixing C.P. brass toilet paper Holder with necessary CP brass screws etc.	Nos.	2.00
20	NAHANI TRAP : Providing and Fixing CP Nahni Trap with Grating Jaali	Nos.	3.00
21	SINK : Providing and fixing SS sink (grade 304) of size 450 mm x 450 mm with sink cock, bottle trap and other necessary fittings etc. all complete as per the direction of the EIC	Nos.	1.00
22	BIB COCK :Supply and fixing of C.P brass bib cock with CP wall flange	Nos.	1.00
23	Providing and fixing Health Faucet with 1.2m Braided PVC Tube. Complete in all respect	Nos.	2.00
24	Providing and Fixing Following Pipes as below		
a	20mm CPVC	Rft	45.00
b	25mm CPVC	Rft	40.00
c	50mm PVC	Rft	35.00
d	100mm PVC	Rft	20.00
	CARPENTRY WORKS		
25	PARTITION : Gypsum Skinned partition Bulkhead Sections with filled with glasswool with inner framework made of 50x50x1.2mm thick Aluminium sections with Inner Sections made with 50x50x1.2mm. Finished with 12.5mm thick Gypsum Board on both side with mesh tape and Jointing Compound	Sq Ft	100.00
26	PARTITION : Providing and Fixing Modular Glass partition with 10mm toughned glass fixed on profile section of 45mm x 25mm. Powder coated in black color with approved EPDM gasket. The setup to be firmly fixed to the partition and Ceiling level.	Sq Ft	400.00
27	LAMINATE FINISHED PLY PANELLING : P/Fixing Laminate Finish ply panelling for wall / columns made out of 18 gauge Alum. Framing 50 mm x 25 mm at 60 cm to 45 cm C. to C. . The 16 gauge aluminium cleats shall be used for joinery with aluminium screws & then covered with 12 mm thk MR Grade Ply, 75 mm X 12 mm ply band at top with laminate shall be provided. Rest as per instruction.	Sq Ft	300.00
28	STORAGE IN PANTRY : WALL - HUNG P/ F Wall Hung Storage made out of 19 mm thk MR Ply, 35 cm deep, 6mm thk MR Grade Ply for the back, openable shutters in 18 mm thk MR Grade Ply, with hinges as recommended, 18 mm thk removable shelf with 0.8 mm white laminate finish on both sides, edges shall be provided with 2 mm thk PVC strips on all sides. All hinges, tower bolts, S.S Brush finish handles, ball-catches shall be of brass heavy duty, approved make Locks etc. complete as per design/ instructions. All exposed surfaces whether inner side or outer side must be 1mm laminated with approved laminate shade.	Sq Ft	20.00
29	STORAGE in Work Area P/ F Storage made out of 19 mm thk Particle Board, 35 cm deep, 6mm thk Particle Board for the back, openable shutters in 18 mm thk Particle Board, with hinges as recommended, 18 mm thk removable shelf with 0.8 mm white laminate finish on both sides, edges shall be provided with 2 mm thk PVC strips on all sides. All hinges, tower bolts, S.S Brush finish handles, ball-catches shall be of brass heavy duty, approved make Locks etc. complete as per design/ instructions. All exposed surfaces whether inner side or outer side must be 1mm laminated with approved laminate shade. (Exposed surfaces should not be painted)	Sq Ft	90.00
30	SINGLE LEAF GLASS DOOR - Providing and Fixing GLASS DOOR HINGE with 12MM Clear toughened glass including Glass Door Hardware - 4/ 5 Nos Hinges WGDH-102 Lock WPF-106, H-Type Handle 25MMx750MMxWPHH-2524 C shape Handle Pelmet Arm Door Closer - hold open unit WDCS-2000 with saddle plate WGDSP-2000 including Aluminium Modular Door Frame -25MM x50MM or as Approved, Profile with Door Jam (Daar Patti) and Gasket	Nos	4.00
31	WPC DOOR Providing & fixing Flush Doors with composite door frame made of WPC board for Toilets & Pantry complete with finish from both sides with matching laminate of approved make & shade. The door shall be provided with approved make lock, knob, heavy	Nos	3.00

	duty door closer, 4 nos. of 5" brass oxidized hinges, SS Brush finish handle of 12" of approved design & fixing the same in position, etc. complete		
32	Main door WOODEN DOORS WITH LAMINATE FINISH, dimension of door area is 4.5 ft x 7 ft, - Providing & Fixing Solid Core Flush door with 45 mm thk shutter to be finished with 1mm thk Laminate both side as approved by the architect, complete to give a perfectly smooth finish as instructed by Engineer In-charge / Architect. Item to be completed in all respects as per drawings & instructions and all corner trim to be made out of 6mm thk. teak wood the finish of wood to be balance to get the exact match of Laminate, the door to be complete with necessary hardware/accessories in SS of approved make & Model i.e., 4 heavy duty hinges, locks with computerized keys, tower bolt, concealed door closer heavy duty, etc of approved make & model . (Laminate basic rate:40/-per sqft), Cost to include all Hardware, Polish / Paint etc Door Frame; Providing and fixing door frame 150mmx60mm made out for 18mm thk BWP 710 Grade Plywood, all three side, the front portion to be finished with wood trim of Laminate finish & polish as per architects drawings and details, the cost should including all materials and labour charges complete.(Note: The door & door frame will have sweed finish 6mm thk felt for sound insulation)(Laminate basic rate:40/-per sqft) Cost to include all Hardware, Polish / Paint etc (Plywood Make: Green-ply / Century Ply/ Archid Ply)(laminate Make: Green/Century), cost to include all the Dhar polish matching Door Size	Nos	1.00
33	RECEPTION TABLE - Providing and making a Reception table of over all size of top as mentioned and as per design. It shall consist of 18mm thk. Comm. Ply top finished with 1mm thk Laminate of approved shade and make . It shall consist of a single 3 drawer unit with locks, handles etc. The drawer unit finished top should be at a lower level of 25mm below the finished counter top. The front modesty panel should be finished 18 mm Comm. ply and finished with approved shade of laminate as per the detailed drawing. The customer side top should be at a height of 1 feet and 6" wide all made with 18mm thick ply above the table top on front and on either sides and finished with 6mm thk Corian of approved shade and make. The inside of drawer units, and the tables should be finished with 0.8mm thick laminate of approved shade.	Nos	1.00
34	DIRECTOR TABLE WITH VENEER AND PU - Providing and Fixing of DIRECTOR'S table of overall length 8'-0" x 3'-0" in approved shape and size with top made up of 18mm thk ply and finished with TOP melamine polish on other sides. The table to include Pedestal with 3 nos drawers having Central Locking arrangement, wire manager, CPU trolley. The works to include all hardware like castors, brass hinges, ball catches, fully extendable drawer slides, locks, handles etc. of approved make. Locks to be of single control type. The front apron of the table shall be fixed with 12mm thk plywood , finished with 4mm thk veneer of approved shade and make in P.U Polish. All exposed surfaces to be finished with 4.0mm thk veneer in polish of approved shade and make and all inner surfaces including the inner surfaces of the drawers and table top bottom should be finished with 0.80mm thk balancing laminate of plain ivory colour in matte finish.	Nos	1.00
35	Providing and Fixing DB and Utility Shutters with 19mm blockboard skinned with 1mm thick laminate on the outside and painted on the inside with its carcass made with 18mm Plywood with all associated hardware.	Sq Ft	20.00
MODULAR WORKSTATION AND FURNITURE			
36	Workstation Table 900 - 1050 x 600mm x 750mm Height Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color.LEG: Metal 50x50mm CRC square pipe with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade Wire Riser: Metal powder coated wire riser for raising wires from the floor BEAM: 40mm x 40mm CRC Square Pipe with Powder Coated finish as per approved shade provided with die casted brackets to support top. Front 1200mm high Partition panel with writing board and pinup board and other side Laminated finish with cable manager and cutout for cable recess. The table to include an Modular pedestal with locking mechanism	Nos	6.00

37	Officer Table Size: 1800mm x 600mm x 750mm Height Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color. LEG: Sleek Metal Leg with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade Wire Riser: Metal powder coated wire riser for raising wires from the floor BEAM: 40mm x 40mm CRC Square Pipe with Powder Coated finish as per approved shade provided with die casted brackets to support top Front Modesty (425Ht): Metal perforated modesty made of CRCA sheet in powder coated finish as per approved shade. Flapper: Wire management would be accessed by flip top having soft closure with 3D cutouts for wire accessibility on the worktop which are 450mm(W) x 150mm(D) to access all the face plates comfortably. SIDE COMBO STORAGE SIZE: 1200W x 450D x 700 MM HT TOP 25mm thk PLPB & rest all 18mm thick PLPB board with 2mm thick PVC edge banding finish with 2D + 1F Drawers & remaining with openable shutters as per approved laminate color.	Nos	2.00
38	MEETING TABLE SIZE : 3300 to 3600 L x 900 W x 750H (MM) Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color. LEG: Sleek Metal Leg with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade BEAM : 40mm x 40mm CRC square pipe with powder coated finish as per approved shade provided die casted brackets to support top. FLAPPER : Access Flap Powder coated flushed with top - 450 x 120 mm. WIRE CARRIER : Powder coated wire carrier to be provided for arranging wires for electricity & data.	Nos	1.00
39	GYPSON CEILING Providing & Fixing of 12.5 mm thk Gypsum Board false ceiling to G.I. framing in perfect level. Necessary offsets and grooves to be provided at the junction of ceiling & walls/columns/partitions etc., Cut out for light fittings A/C grills etc. Rate to include providing & fixing of necessary Aluminium /wooden/MS frame supports for the above fixtures & additional suspenders & the ceiling in AC duct area as per architects instructions. G.I. frame to consist of proprietary supplied frames & as per manufacturers recommendations suspended from dash fasteners anchored to structural slab by means of G.I.angles. Gypsum Board fixed with proprietary supplied fixing devices & finished. The joint between the sheets of plasterboard are to be covered with jointing paper tape and flushed with UB 888 (all purposes jointing compound) to provide a smooth durable and professional finish. Suspension points and clips shall be able to take a minimum safe load of 50 kgs. including making grooves at the junction of ceiling & walls/columns/partitions etc.	Sq Ft	950.00
40	Providing and fixing 6 mm thick mirror of approved make of required size on 12mm thick BWP (5509) grade marine plywood backing Frame in both bathroom. All edges of the glass are to be machine polished and finished. The glass shall be fixed to the plywood backing using approved double sided acrylic foam tape of required size as per the manufacturers specifications, architectural drawings and as directed by the EIC/Architect.	Sq Ft	50.00
41	Providing & Fixing of Frosted Film on Glass as per design by an Architect. The surface to be cleaned with approved cleaning liquid and Frosted film to be installed as per the design and pattern indicated.	Sq Ft	150.00
42	BLINDS: Providing and fixing in position 100 mm slim lined Roller Blinds of appd make including powder coated Aluminium top rail & bottom rail etc. complete in all respects as per the drawing and directions .Headrail will be of 25mm high x 50mm extruded high strength Aluminium alloy section with wall thickness of 1.2mm. The section will be anodized for smooth & corrosion resistant finish & to have provision of fabric valance matching with louvers fabric. It will have rails on sides to further strengthen the section. Tilter chain will be made of 4.5mm plastic beads moulded on 2.2mm thick polyester cord. The pitch of the beads will be 6mm. The chain drives the sprocket fixed in the end control unit to rotate the louvers by 180 degrees. The pitch of the chain corresponds to the sprocket in perfect match for trouble free operation.	Sq Ft	150.00
	ELECTRICAL WORK		

43	S.I.T.C. Of A.C. D.B with 8 Way Vertical TPN (VTPN) Distribution Board. Capacity: 8-Way Incoming (Main Isolation and Protection): 1 No.– 63A Four Pole (FP) MCB, C-Curve, 10kA short circuit capacity. 1 No. – 63A Four Pole (FP) RCCB/ELCB, 100mA sensitivity Outgoing (Appliance Distribution): 1 No. – 32A TPN (Triple Pole and Neutral) MCB, C-Curve 1 No. – 25A SP (Single Pole) MCB, C-Curve 3 Nos. – 20A SP (Single Pole) MCB, C-Curve 2 Nos. – 16A SP (Single Pole) MCB, C-Curve	Nos	1.00
44	S.I.T.C. Of Lighting and Raw Power DB 6-Way TPN (Three Phase and Neutral) distribution board equipped with the following modular switchgears (minimum 10kA breaking capacity, C-Curve for commercial loads): Incomer: 1 No. 63A, 4-Pole MCB (Main Isolator/Breaker) 1 No. 63A, 4-Pole RCCB (30mA sensitivity for life safety and earth leakage protection) 2. Outgoing (Total 18 Single-Pole Ways): Lighting Circuits: 2 Nos. 10A SP MCB Computer Power Points: 6 Nos. 16A SP MCB Heavy Power Sockets: 6 Nos. 20A SP MCB Spares: 2 Nos. SP MCB	NOS	2.00
45	Industrial Metallic Plug -socket boxes with 16 Amp MCB's for Split Standlone A.C.'s.	NOS	8.00
46	Supply, Installation, Testing, and Commissioning (SITC) of Primary Light Point SITC of wiring for Primary Light Point. The scope includes point wiring drawn through recessed/surface PVC conduits using 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires (Phase, Neutral, and Earth). The rate includes the supply and installation of a 6A/10A modular switch of Legrand make, complete with the corresponding modular front plate and concealed MS/PVC base box. The item encompasses all necessary terminations, hardware, and looping to ensure a fully functional light point.	Nos	10.00
47	Supply, Installation, Testing, and Commissioning (SITC) of Secondary (Looped) Light Point SITC of wiring for Secondary Light Point to be controlled simultaneously by the primary light point switch. The scope includes looping of wiring from the primary light fixture/junction box to the secondary light location using 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires (Phase, Neutral, and Earth) drawn through recessed/surface PVC conduits. The rate excludes switch and base box, but includes all necessary terminations, PVC conduits, hardware, and ceiling rose/connector block to ensure a fully functional light point.	Nos	20.00
48	Supply, Installation, Testing, and Commissioning (SITC) of Computer Power Point (3 Sockets + 1 Switch) SITC of wiring for a workstation computer power point. The scope includes point wiring drawn through recessed/surface PVC conduits using 3 runs (Phase, Neutral, and Earth) of 2.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires. The rate includes the supply and installation of 1 No. modular switch and 3 Nos. 6A/10A modular sockets of Legrand make. The item encompasses the corresponding modular front plate, concealed MS/PVC base box, internal looping between the sockets using 2.5 sq.mm FRLS wire, and all necessary terminations to ensure a fully functional workstation power point.	Nos	15.00
49	Supply, Installation, Testing, and Commissioning (SITC) of 6A Power Point SITC of wiring for Computer Power Point drawn through recessed/surface PVC conduits. The scope includes point wiring using 3 runs (Phase, Neutral, and Earth) of 2.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires. The rate includes the supply and installation of 1 No. 6A modular switch and 1 No. 6A modular socket housed in a 3-module front plate of Legrand make, complete with the corresponding concealed MS/PVC base box. The item encompasses all necessary conduits, terminations, and hardware to ensure a fully functional power point.	Nos	15.00
50	SITC of Exhaust Fan Complete with Point Wiring and Control Switch Supply, Installation, Testing, and Commissioning (SITC) of an exhaust fan including all necessary point wiring. The scope includes point wiring using 3 runs (Phase, Neutral, and Earth) of 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core multi-stranded copper conductor wires drawn through surface/recessed medium-class PVC conduits. The rate includes the supply and installation of a suitable modular switch of Legrand /	UNIT	2.00

	Anchor/equivalent make, complete with modular front cover plate and concealed GI/MS base box. Furthermore, the item includes the supply, mounting, and connection of the exhaust fan unit (sweep size and make to be approved), inclusive of mounting frames, gravity louvers, fasteners, ceiling rose/connector block, and all associated civil/hardware modifications required for a fully functional exhaust point.		
51	Supply, Installation, Testing, and Commissioning (SITC) of Al (16 sq.mm 4-Core XLPE) Cable with Cu end Termination	Rmt	100.00
52	Supply, Installation, Testing, and Commissioning (SITC) of Aluminium (10 sq.mm 4-Core XLPE) Cable with end Termination	Rmt	80.00
53	S.I.T C of 4 sq. mm. Cu. Fle. Wire through PVC Conduit For HVAC	Rmt	100.00
54	Providing and making Earthing System with all necessary material and making masonry enclosure, watering arrangement etc complete	No.	1.00
55	S.I.T C of 2 Run 6 sq. mm. Cu. Fle. Wire through PVC Conduit For Main MCCB & DBs	Rmt	50.00
56	Providing 250 x 250mm Junction Box with Cover Plate	Nos	9.00
57	Supplying and providing of 15 Watt SMD recessed Downlights in false ceiling with all necessary hardware	Nos	42.00
58	Supplying and providing 3W COB to be recessed in false ceiling with all necessary hardware	Nos	11.00
59	S. & I. of 4" x 4" Red Danger Mark Stickers 230 Volt/ 440 Volt etc. to be fixed on all the D.B.'s	NOS	2.00
60	25 mm. PVC (MMS) conduit pipe with all accessories for laying Telephone Line from service provider tag block to branch head cabin & All work stations	Mtr	240.00
61	Supply and installation of Heavy duty HDMI cable as required 10M	Nos	1.00
62	Supply and installation of Heavy duty HDMI cable as required 20M	Nos	1.00
63	SITC of CABLE TV RG - 6 cable line in PVC Conduit pipe with proper fixing and connecting with modular Co-Axial TV Socket	MTR.	50.00
64	Table Connectivity Box (Cable Cubby) with following accessories - 2X universal Power- 1 x RJ45 Network - 1 x HDMI Pop-Up Box. Setup Complete as per instruction	NO	2.00
LAN & NETWORKING			
65	S.I.T.C of 4 Pair UTP Cat-6 Cable Through Floor Raceway and Conduits, internet line (All Conduits to be Saddled Properly to the true ceiling. Junction boxes and Bend to be provided wherever it is required).	RMT	1800.00
66	Supplying and pulling of 0.5 sq.mm x 2-pair PVC insulated annealed tinned copper conductor unarmored telephone cable inside existing or new surface/recessed PVC FRLS conduit, including testing and termination as required. Including end RJ 11 jack in modular Plates, telephone line	RMT	450.00
67	S.I.T.C of Patch Cord - 2 Mtr.(For User End)Patch Cord only to be provided on the User Desk) (Make : D- Link / Compscope/AFL)	Nos	19.00
68	S.I.T.C of Patch Cord - 1 Mtr.(For Rack Side)Patch Cords to be installed in a proper way and needs to be dressed properly . The bunch should be tied with a velcro wherever it is required. (Make : D- Link / Compscope/AFL)	Nos	48.00
69	S.I.T. C of Dual Face Plate with Back Box (The tagging should be provided all the Data point and Voice point Properly)	Nos	19.00
70	S.I.T.C RJ-45 I/O (For Data & Voice) (Make : D- Link)	Nos	50.00

71	S.I.T C of 48 Port Loaded Jack Panel . The numbering to be provided properly to the Jack panel to each no of data ports. (Make : D- Link)	Nos	1.00
72	S.I.T C of 24 Port Unmanaged Switch	Nos	2.00
73	Networking Rack (6U with 5/15 Plugs PDU, Cable manager, Fan Tray for Data & Voice, CCTV, PA System and EPABX System)	Nos	1.00
74	S.I.T.C. of EPABX For Up to 14 Extensions	No	1.00
	Refurbishment		
75	Repair and Refurbishment of Office Chairs (including overhauling smooth movement of wheel, provision of white removable cotton cloth on arm and back support of chair, cleaning, painting of metal parts etc). The chairs are located at 15 floor WTC Cuffe Parade. Job includes repair, refurbishment and shifting of these items to work site (F32 Maker).	No	25.00
76	Repair and Refurbishment of Sofa set (3 seater + 2 chairs) (including overhauling/cleaning of sofa set, cotton cloth slip cover). The sofa sets are located at 15 floor WTC Cuffe Parade. Job includes repair, refurbishment and shifting of these items to work site (F32 Maker)	No	2.00
	Window and misc Work		
77	Window: Providing and Fixing in position three track Aluminium frame glass windows with 5mm clear glass sealed with EPDM gasket running on ball bearing rollers for smooth operation and sliding. The item to include all locks and hardware as desired for smooth and hassle free operation.	sft	150.00
78	Aluminium Louvers: Providing and Fixing Louvre Glass Window with grained glass and an appropriate cut out for exhaust installation. The Aluminium to be powder coated. The setup to include all necessary hardware for smooth functioning.	sft	20.00
79	Covering of pipes in washroom duct area and duct on front wall, with plywood, painting and finishing. Job to be completed in all respect, as instructed by BHEL representative.	sft	120.00

Note:

1. The layout plan of the premises is enclosed as Annexure 17. BOQ items are to be executed in accord inane the layout plan and instruction from BHEL representative or consultant engaged by BHEL.
2. Bidder is free to visit the site and get all relevant information required for successful completion of job. Scope of work includes provision of required materials as well as manpower. QUANTITY in Col 4 are indicative only.
3. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
4. In case of damage to assets/property of BHEL including pipes, wall of building, windows, door, electric wire, lights bulbs, fitting and fixture, items of BHEL in the premises, due to action or lack of proper precaution/protection by contractor or his representative including contract labours/workmen/supervisor/agent/supplier of material /driver, the contractor is liable to compensate the said damage on his own cost or take necessary corrective measure, as guided by BHEL representative, without any additional cost to BHEL.
5. **Bidder shall arrange his own arrangement for water and electricity, required for execution of the job. In case, same it utilised by bidder through BHEL's meter in the premises, the expenditure for same will be borne by the bidder. BHEL has right to adjust the said expenditure against the final bill.**
6. The Bidder must obtain for himself on his responsibility and at his own expense all the information which may be necessary for the purpose of making tender for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

SECTION III

SPECIAL CONDITIONS

1. SPECIAL CONDITIONS in the section will prevail over GENERAL CONTRACT CONDITIONS (Section IV) in case of any discrepancy between clauses of special and general conditions.
2. Sub-contracting or subletting is not allowed
3. The party shall indemnify BHEL for all the losses / damages occurred during the operation of the contract.
4. **Statutory Levies:** The contractor will pay all statutory liabilities of the workers and employees engaged by him and ensure that they are paid minimum wages as notified by the State Government from time to time and all other statutory laws shall be complied by the contractor.
5. **Workmen Compensation:** It is the sole responsibility of the contractor to insure his staff engaged in the BHEL Flats under Workmen Compensation Insurance Act against any unfortunate incidences / accidents while on duty.
6. **Risk Purchase / Penalty:** For the unsatisfactory / poor services and not redoing the job at its own cost, BHEL reserves the right to deduct 100% payment made towards the unsatisfactory job done and get the same done through another party at the cost and risk of the contractor.
7. **Liquidated Damage (LD) :** Entire work to be finished **within 3 months** from the issue of work order. In case of delay of the work completion, the bidder shall pay liquidated damages to BHEL at the rate 1% of **contract value** per week or part thereof. The total amount of liquidated damages shall not exceed the 10% of **Contract Value**. BHEL may deduct liquidated damages from payments due to the bidder.
8. The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.
9. **Time Limit for Submission of Bills**

The contractor shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

10. Payment term

- 10.1 100% payment as per price bid in INR will be made online after adjusting penalty, GST TDS, TDS, Retention or any other deduction if any, within 45 days from the submission of original bill complete in all respect with clarification whichever is later.
- 10.2 No mobilization advance will be considered by the B.H.E.L.
- 10.3 All the payments shall be released in INR through RTGS/NEFT online.
- 10.4 All bills shall be prepared by the contractor in the form prescribed.

10.5 Final Bill

- a. **There would be no intermediate running bill.** Final Bill' is used for final payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:
 - i) Certified Measurement Sheets copies of the work carried out.
 - ii) GST Bill/invoice of contractor
 - iii) Material test report, if applicable
 - iv) 'No Claim Certificate' by Contractor
 - v) Clearance certificates where ever applicable viz. Clearance Certificates, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
- b. The final bill shall be submitted by the contractor within three months of the date fixed for completion of the work and payment shall be processed within 45 days after the receiving of complete bill in all respect.
- c. In case of delay in works, LD will be applicable as per relevant clause. BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL including LD

- 10.6 Based on the actual work completed, contractor shall issue two invoice, one invoice for items, as mentioned in Sl.No 28, 29, 31-34, 36-38, 50, 71-74 in BOQ and another invoice for rest of the items in BOQ. BHEL has right to alter/change the above sl.no of BOQ for the invoice, as case arise during execution of the job. Contractor shall issue invoice in name of BHEL, along with applicable GST (Billing Name : BHEL; Address : 15th Floor, WTC, Cuffe Parade, Colaba, Mumbai 400005; GSTIN No: 27AAACB4146P1ZF)
- 10.7 The Bidder will be required to raise the Invoice for the work completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract
- 10.8 The total amount payable for the work executed by the contractor will be certified by BHEL engineer/representative after due scrutiny of the contractor's bill.
- 10.9 **Bidder shall arrange his own arrangement for water and electricity, required for execution of the job. In case, same it utilised by bidder through BHEL's meter in the premises, the expenditure for same will be borne by the bidder. BHEL has right to adjust the said expenditure against the final bill.**

11 TAXES & DUTIES

11.1 The Bidder/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead) . However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

11.2 GST (Goods and Services Tax)

- 11.2.1 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Bidder/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Bidder/Vendor.
- 11.2.2 Bidder/Vendor has to submit GST registration certificate of the concerned state. Bidder/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 11.2.3 Bidder/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 11.2.4 Bidder/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Bidder/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
- 11.2.5 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Bidder/Vendor: -
 - a. Supply of goods and/or services have been received by BHEL.
 - b. Original Tax Invoice has been submitted to BHEL.
 - c. Bidder/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - d. In cases where e-invoicing provision is applicable, Bidder/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - e. Bidder/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice.
 - f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B.
- 11.2.6 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Bidder/Vendor's bill or otherwise as deemed fit.
- 11.2.7 TDS as applicable under GST law shall be deducted from Bidder/Vendor's bill.

- 11.2.8 Bidder/Vendor shall comply with the provisions of e-way bill wherever applicable.
- 11.2.9 Bidder/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Bidder/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 11.2.10 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Bidder/Vendor's due payment.
- 11.2.11 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Bidder/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Bidder/Vendor.
- 11.2.12 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Bidder/Vendor.

11.3 Variation in Taxes & Duties:

- 11.3.1 Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.
- 11.3.2 In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Bidder/Vendor only and within the contractual delivery period only.
- 11.3.3 In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 11.4 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Bidder/Vendor's bill.

12. SECURITY DEPOSIT

- 12.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the **5% of the contract value as Security Deposit** towards fulfilment of any obligations in terms of the provisions of the contract.
- 12.2 The Security Deposit shall be furnished before start of the work by the contractor.
- 12.3 The required Security Deposit may be accepted in the following forms.
- Cash (as permissible under the extant Income Tax Act).
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
 - Insurance Surety Bonds.

Note:

- i. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
 - ii. Bidder is required to submit Security Deposit within seven (07) days of LOI/WO. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.
- 12.4 The Security Deposit shall not carry any interest.
- 12.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
- a. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - b. Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
 - c. The recoveries made from bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 12.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + defect liability period + 3 months,
- 12.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.
- 12.8 **RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor three (03) months after fulfilment of contractual obligations as per terms of the contract after deducting all expenses / other amounts due to BHEL under the contract. Contractor has to claim the return of security deposit from BHEL and provide No claim certificate in prescribed format.

13 BANK GUARANTEES

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- 13.1 Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- 13.2 The Bank Guarantees shall be as per prescribed formats.
- 13.3 It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- 13.4 In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL officials issuing the LOI/Contract.
- 13.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 13.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 13.7 The Original Bank Guarantee shall be submitted to BHEL officials.

SECTION –IV
GENERAL CONTRACT CONDITIONS

CHAPTER -1

1. INSTRUCTION TO TENDERERS

- 1.1** The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall submit signed tender documents in sealed envelope in tender box. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 1.2** Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

2 SUBMISSION OF TENDERS

- 2.1** Tenders shall be submitted through sealed envelope in tender box. Tenderers to submit offers well in advance in order to avoid last minute rush, before due date and time of submission of tender as notified.
- 2.2** Tenders shall be opened Offline by Officer of BHEL at the time and date as specified in the NIT.
- 2.3** Tenderers whose bids are found techno commercially qualified shall be notified through email about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 2.4** The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 2.5** The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about all applicable rules & regulations, operational procedure regarding all related activities. Bidder is advised to acquaint information about working hours (including holidays) of concerned authorities related to the work, the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any). The bidder to acquaint themselves at their own cost. Bidder is advised to submit "Site Visit Confirmation Declaration"
- 2.6** The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
- 2.6.1** the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.
- 2.6.2** The Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
- 2.6.3** The Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

3 PRICE BID discrepancy

3.1 Amount mentioned in price bid, shall be considered for further action. In case of discrepancy in words and figure in the price bid hard copy, the amount as mentioned in words will be considered.

4 QUALIFICATION OF TENDERERS

4.1 Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification including corrigendum, if any, are expected to quote for this work duly detailing their experience along with offer.

4.2 Offers from tenderers who do not fulfil **Techno Commercial Criterion** mentioned in NIT shall not be considered.

4.3 The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site <https://bhel.com/list-debarred-firms>.

4.4 Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

5 EVALUATION OF BIDS

5.1 Techno- commercial Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Techno Commercial Criterion in NIT/Tender documents, based on documentary evidences submitted along with the offer.

5.2 In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit customer contact details for independent verification. BHEL reserves the right to ask for any other document for the said experience as a proof for having executed subject qualifying work.

5.3 Assessing Bidder's Capacity for executing the current tender shall be as per Techno Commercial Criterion in NIT/Tender documents.

5.4 Price Bids of techno-commercially qualified bidders shall only be opened and will invite for Reverse Auction.

5.5 There would be Reverse Auction on M/s. Antares Systems Limited, Bengaluru. Bidders must acquaint themselves with M/s. Antares Systems Limited, Bengaluru Auction Guidelines & Procedure. The bidder who is declared L1 bidder on M/s. Antares Systems Limited, Bengaluru will be considered for further process including negotiation and work order award. The successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process.

5.6 However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

5.7 Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course with email.

6 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney / Letter of Authorization is to be submitted along with the tender offer.

7 SECURITY DEPOSIT

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

7.2 The Security Deposit shall be furnished before start of the work by the contractor.

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

- g. Cash (as permissible under the extant Income Tax Act).
- h. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- i. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

- j. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- k. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- l. Insurance Surety Bonds.

Note:

- iii. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- iv. Bidder is required to submit Security Deposit within seven (07) days of LOI/WO. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

7.4 The Security Deposit shall not carry any interest.

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

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

7.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + defect liability period + 3 months,

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

8 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor three (03) months after fulfilment of contractual obligations as per terms of the contract after deducting all expenses / other amounts due to BHEL under the contract. Contractor has to claim the return of security deposit from BHEL and provide No claim certificate in prescribed format.

9 BANK GUARANTEES

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- 9.1** Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- 9.2** The Bank Guarantees shall be as per prescribed formats.
- 9.3** It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- 9.4** In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL officials issuing the LOI/Contract.

- 9.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 9.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 9.7 The Original Bank Guarantee shall be submitted to BHEL officials.

10 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of 3 months from the date of opening of the tender (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

11 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the start date mentioned in LOI/Contract.

The acceptance of order in hard copy of LOI/Contract will be considered as acceptance of contract with all scope, terms & conditions and rates.

12 REJECTION OF TENDER AND OTHER CONDITIONS

- 12.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
- 12.1.1 To reject any or all of the tenders.
 - 12.1.2 To split up the work amongst two or more tenderers as per NIT.
 - 12.1.3 To award the work in part if specified in NIT.
 - 12.1.4 In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 12.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 12.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- 12.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel or continue such tender. Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.
- 12.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 12.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 12.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 12.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Security Deposit.
- 12.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken.
- 12.10 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

13 INTIMATION OF CHANGE OF NAME / RE-CONSTITUTION OF THE ORGANIZATION

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

14. BHEL reserves right to ask below details:

- a. ORGANIZATION CHART::The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- b. IN CASE OF INDIVIDUAL TENDERER::His / her full name, address, PAN and place & nature of business.
- c. IN CASE OF PARTNERSHIP FIRM::The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- d. IN CASE OF COMPANIES::Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

15. General:

- I. For any accident happened during execution of the job, the BHEL shall not be liable to bear any expense in this regard. Bidder must take liability of the same.
- II. Bidder should ensure that the personnel deployed by bidder are disciplined and do not participate in any activity prejudicial to the interest of the BHEL / Govt. of India/ any State/or any Union Territory.
- III. Bidder shall guarantee the work under the scope of contract for a period of 12 months from date of completion and shall rectify free of cost all defect due to faulty supply or work done, if any

Chapter 2

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

- I. *"BHEL" shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at 15th Floor, World Trade center -1, Cuffe Parade, Colaba, Mumbai-400005 or its Authorized Officers.*
- II. *"EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region/ Regional Office.*
- III. *"COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.*
- IV. *"ENGINEER" or "ENGINEER IN CHARGE" or "BHEL Representative" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer In-charge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.*
- V. *"SITE" shall mean the place or places where services are to be performed as per specification of this tender.*
- VI. *"CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.*
- VII. *"CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.*
- VIII. *"CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.*
- IX. *"GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.*
- X. *"TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures,*

Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

- XI. "LETTER OF AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date. LOI stands for "Letter of Intension" wherein BHEL express its intension to award the work.
- XII. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or work order or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract. To be replaced with validity of contract
- XIII. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- XIV. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- XV. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- XVI. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- XVII. "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of equipment to the entire satisfaction of BHEL.
- XVIII. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- XIX. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- XX. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- XXI. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- XXII. "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- XXIII. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- XXIV. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- XXV. 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- XXVI. 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include Extra Works and Taxes.
- XXVII. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- XXVIII. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- XXIX. "TERMINATION" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- XXX. "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- XXXI. "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
- XXXII. "VALIDITY OF THE CONTRACT". The contract will remain valid till completion of scope of work. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where BHEL has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- XXXIII. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION :The contract shall be governed by the Laws of India, the Civil Court having original Civil Jurisdiction at Mumbai.

2.3 ISSUE OF NOTICE

2.3.1 Service of notice to the Contractor

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

2.3.2 Service of notice to BHEL

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

2.4 USE OF BHEL PREMISES

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

2.5 COMMENCEMENT OF WORK

- 2.5.1 The contractor shall commence the work as per the time indicated in the LOI/WO/Contract and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per Contract or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
- 2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e -mode only,

2.6.2 For bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on techno- commercial documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.7 RIGHTS OF BHEL

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

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work as per BHEL requirement

Where the contractor fails to deploy adequate resources including manpower to meet the contractual target, BHEL reserves the right to deploy resources including manpower to meet contract timeline through any other agency for expediting activities in the interest of the contract. Fulfilling of all obligations towards payments and other statutory compliances related to such arrangement of resources including manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such arrangement of resources including manpower, BHEL shall be entitled to take action as provided herein

2.7.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION

2.7.2.1 The following shall amount to breach of contract:

- I. Non-supply of material or services/ non-completion of work by the contractor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The contractor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The contractor delivers equipment/ material not of the contracted quality.
- IV. The contractor fails to replace the defective equipment/ material/ component as per defect liability clause.
- V. Withdrawal from or abandonment of the work by the contractor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the contractor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to contractor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Work Order/ Contract either in whole or in part thereof without any compensation to the contractor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Contractor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of contractor, BHEL shall notify the contractor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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

2.7.2.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 22 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
 - iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
 - v. If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. From dues available in the form of Bills payable to defaulted Contractor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
 - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
 - vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

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

11.4.1 In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

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

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

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

a) Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual

responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)

- b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
- c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
- e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

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

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

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

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.7 In the unforeseen event of inordinate delay in receipt of materials/resource or execution of work deliverables etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract.

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

Note: The Contractor shall not be eligible for any compensation on account of quantity variation arising out of short closure of contract.

2.7.9 **LIQUIDATED DAMAGES**

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

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

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

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

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

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

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

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

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 1% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

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

2.8.1 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc., Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor

shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.2.

2.8.3 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities.

2.8.4 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties during operations working at site/company” premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.11 All the properties/equipments/components of BHEL loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL.

2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.

2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.

2.8.14 Any delay in completion of works/or non-achievement of periodical targets/or non-execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes instructed by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

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

- 2.8.17** The contractor shall be directly responsible for payment of wages to his workmen/labours as per relevant law. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.
- 2.8.18** Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.19** The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.20** The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.21** The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.22** The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor-
- 2.8.23** BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
- 2.8.24** Contractor shall be fully responsible for the safety of their resources, tools and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.8.25 Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.

2.8.26 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

2.8.27 License/Permission/Registration:

2.8.27.1 Wherever any License /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such License/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. The vehicle/trailer shall not carry load in excess of the Gross Vehicle Weight as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

2.8.27.2 The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

2.8.27.3 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

2.8.27.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

2.8.27.5 The Contractor is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.

2.8.27.6 The Contractor will ensure that damaged cases are repacked properly while in their custody, after completing the survey by the relevant authorities as directed by BHEL.

2.9 EXECUTION PLAN, PROGRESS MONITORING

2.9.1 A tentative plan/ programme for completion of the contractual scope of work shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by timely deployment of resources/material/manpower by contractor. Progress will be reviewed periodically (fortnightly) vis-à-vis this jointly agreed programme.

2.9.2 Contractor shall submit periodical progress reports (fortnightly) and other reports/information including manpower, materials, consumables etc. as desired by BHEL.

2.9.3 The burden of proof that the causes leading to any shortfall or delay in work is not due to any reasons attributable to the contractor is on the contractor himself.

2.10 TIME OF COMPLETION

2.10.1 The time for completion would be 3 months from the date of issue of Work Order/Contract Agreement. Completion Date will be mentioned in the WO/ Contract. There would be defect liability period of 12 months from date of completion of the work.

2.10.2 Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

- 2.11.1** If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.
- 2.11.2** Based on periodical progress reports, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 2.11.3** However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.7.2 Breach of Contract, Remedies and Termination.

2.13 INSURANCE

- 2.13.1** It is the sole responsibility of the contractor to insure materials, equipment, workmen etc. engaged by contractor, against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out abiding by all extant rules and regulations in India
- 2.13.2** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.13.3** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss , in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.14 STRIKES & LOCKOUT

- 2.14.1** The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' and the remedies under relevant Clause (mentioned above) may be executed, at the discretion of BHEL.
- 2.14.2** For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.15 FORCE MAJEURE

- 2.15.1** "Force Majeure" shall mean circumstance which is:
- a) beyond control of either of the parties to contract,
 - b) either of the parties could not reasonably have provided against the event before entering into the contract,
 - c) having arisen, either of the parties could not reasonably have avoided or overcome, and is not substantially attributable to either of the parties And Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.

- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

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

2.15.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

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

2.15.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a) Constitute a default or breach of the Contract.
- b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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

2.16 SETTLEMENT OF DISPUTE

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

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Bidder/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.

2.16.1 CONCILIATION:

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

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

2.16.2 ARBITRATION:

- 2.16.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution identified by BHEL, ROD Mumbai and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 2.16.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 2.16.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions identified by BHEL, ROD Mumbai and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.16.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 2.16.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at Mumbai.
- 2.16.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Mumbai.
- 2.16.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 2.16.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- 2.16.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- 2.16.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD

2.16.4 NO INTEREST PAYABLE TO CONTRACTOR

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

2.17 Defect liability period

The Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of commencement of Defect liability period and shall rectify free of cost all defects due to faulty execution of work detected during the Defect Liability period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.

BHEL shall release the Security Deposit subject to the following

- I. Contractor has submitted 'Final Bill'
- II. 3months after Defect liability period as per contract has passed
- III. Contractor has furnished 'No Claim Certificate'
- IV. BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
- V. Contractor has carried out the works required to be carried out by him during the period of **Defect liability** and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

2.18 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of **Defect liability** period whichever is later. Upon closing of Contract, after receipt of request from contractor, BHEL shall issue a experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> or <https://suvidha.bhel.in/suvidha/> only.

2.19 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines Management policy issued from time to time. BHEL suspension policy can be viewed at below web address:

<https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.

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

If any bidder / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / contractor as per extant guidelines of the BHEL available on www.bhel.com and / or under applicable legal provisions.

2.20 Non-Disclosure Agreement (NDA):

The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress.

2.21 Cartel Formation

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

2.22 FRAUD PREVENTION POLICY

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

2.23 ORDER OF PRECEDENCE

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

- a. Work order or Contract agreement with its Amendments/ Clarifications/Corrigenda/Errata etc. issued in respect of the tender by BHEL
- b. Price Bid
- c. Scope of Work
- d. Special Conditions of Contract (SCC)
- e. General Conditions of Contract (GCC)
- f. Forms and Annexures

3. Time Limit for Submission of Bills:

- I. The contractor shall make a claim for the services rendered under this contract to BHEL within (3) three months of such service by submission of hardcopy of bills to BHEL office with all requisite attachments. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- II. No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three month's period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- III. However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the BHEL Competent Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL Competent Authority shall be final and binding on the Bidder

4. Safety of Men, Equipment, Material & Environment:

- I. All safety rules, codes applied by BHEL/ port/CFS/ICD etc shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- II. The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- III. No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- IV. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, contractor shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

- V. The Contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- VI. The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

5. CANCELLATION OF THE CONTRACT:

- I. BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.
- II. BHEL shall have the right to cancel the contract for unsatisfactory performance. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- III. If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- IV. BHEL has the right to either short close the contract or terminate the contract at its discretion without assigning any reason to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- V. BHEL shall claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- VI. In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, BHEL shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

SIGNATURE AND SEAL OF BIDDER

SECTION V
FORMAT FOR TECHNO- COMMERCIAL BID

Sl.No	Description	Confirmation by Tenderer
1	Bidder should have average turnover of at least Rs. 10.4 lakhs for last three year (FY 2022-23, 2023-24; 2024-25).	Turn over certifying document like audited Financial A/c Statement /CA certificate with UDIN
2	Bidder must have experience of execution of “Civil / Repair / Construction/ Painting/Water proofing/ Interior work” for any premises. Bidder should attached copy of work order (a) Three, contracts of value not less than Rs 13.79 lakhs /- each or (b) Two, contracts of value not less than Rs. 17.23 lakhs /-each or (c) One, contract of value not less than Rs. - 27.57 lakhs lakhs/- Above figure are inclusive of GST. Bidders must submit proof of successfully executed above mentioned relevant WO/Contracts in last 7 years (ending last day of month previous to the one in which the tender was due for opening)	Self-certified Photocopy of contract(s)/WO/Agreement of bidder along with completion letter from client. BHEL reserve right to verify the experience documents submitted by the bidder.
3	The offers of the bidders who are under suspension 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 web site www.bhel.com. Bidder to submit below self – certification: “We/I declare that our firm has not been Suspended for business dealing by BHEL and we/I do not engage services of any banned firms available on www.bhel.com as on date of publication of NIT.”	A self-certification should be submitted by the bidder indicating compliances. Tender no. and Date to be mentioned on the certificate
4	The bidder has to submit below self- certification on company letter head. “We/I declare that our firm have not been admitted under insolvency resolution process or liquidation under insolvency and bankruptcy code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority. Authorities as on date of publication of NIT”.	A self-certification should be submitted by the bidder indicating compliances Tender no. and Date to be mentioned on the certificate
5	<i>The Bidder is required to state the following on company letter head:</i> <i>“We/I certify and confirm that we/I are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We/I confirm we/I have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in the BHEL web site.”</i>	<i>A self-certification should be submitted by bidder.</i> Tender no. and Date to be mentioned on the certificate
6	<i>Bidder has to maintain confidentiality of all documents shared with respect to this tender. The contractor is required to submit below non-disclosure agreement on their letter head signed by authorized signatory.</i> <i>“Subject to the provision of this agreement, all information disclosed by the BHEL to the(contractor name), shall be deemed confidential information for the purpose of this agreement. The(contractor name) represents and warrants that it shall protect the confidential information received with utmost care and diligence. All the confidential information shall be promptly returned to the disclosing party after the need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this agreement.”</i>	<i>A self-certification should be submitted by bidder.</i> Date and tender no. to be mentioned on the certificate
7	Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, bidder is required to submit declaration regarding ‘conflict of interest’ i.e. (Format enclosed) on company letter head.	<i>A self-certification should be submitted by bidder.</i> Tender no. and Date to be mentioned on the certificate

8	MSE Parties to submit valid UDHYAM certificate	To be submitted
9	Tender Documents: 1.1 Entire tender document along with NIT/bid, corrigendum, if any, to be uploaded 1.2 Documents as required in Techno Commercial bid to be signed and stamped	To be submitted
10	No deviation letter: No deviation letter duly signed and stamped on letter head is to be uploaded	On letter head to be Uploaded
11	Authority Letter: An authority letter / POA indicating that the person signing the tender documents is the duly authorized by the company/firm. Format for authority letter is given as per relevant annexure .	To be submitted
12	PAN CARD of the company, GST Certificate of the company, Bank signed E-mandate,	Copies to be submitted
13	Bidder Must have office in MMR (Mumbai Metropolitan Region)	Self-certified copy of valid Bombay shop and establishment certificate/ Gumasta or other like Utility bill (electricity, water, phone, gas, not old more than 6 months etc); leave/license agreement, GST, Registration certificate, MSE certificate or any relevant document issued by Government Agency etc
14	Indemnity: Contractor shall keep Company indemnified from all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the execution of the Contract.	Agreed
15	Validity of The Contract: The contract will remain valid till all the activities as per scope of work is completed including defect liability period as referred in clause 2.17. <i>The Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of commencement of Defect liability period and shall rectify free of cost all defects due to faulty execution of work detected during the Defect Liability period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.</i>	Agreed
16	Cancellation of The Contract: As Specified in tender Terms & Conditions	Agreed
17	Taxes: As Specified in tender Terms & Conditions	Agreed
18	Offer Validity: The offer of bidders will be valid for 3 months from the date of opening of the tender and extension thereof.	Agreed
19	GST shall be paid only on reflection in GSTR2B of BHEL GSTIN. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by Company due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.	Agreed
20	Breach of contract, Remedies and Termination: As Specified in General Contract Conditions.	Agreed
21	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
22	I / We also give the undertaking that all the statutory acts, rules & regulations applicable to operations/ execution of the contract. We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc. The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions	Agreed
23	Bidder should NOT been referred to NCLT/DRT/Interim Resolution Professional (IRP). Bidder should not been declared "insolvent" by any statutory bodies. Offer of bidder who is under suspension by BHEL, also the offer of bidder who engages the service of banned firms, shall be rejected. The list of banned firms available on www.bhel.com	Self-certified copy to be submitted

SIGNATURE AND SEAL OF TENDERER

(on letter head of bidder)

SECTION VI

FORMAT FOR PRICE BID

NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

Sl.No.	Particulars *	Price quote
1	Total Lump sum Price in Rs. including GST= T = Rs. (To be Quoted in sealed envelope)	In Figure: Rs. _____ In Words: _____

SIGNATURE AND SEAL OF TENDERER

Price Bid Break-up

NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	Col 7
Sr	DESCRIPTION	UNIT	Quantity	Allotted %	AMOUNT	RATE
	CIVIL WORKS					
1	DISMANTLING & DEMOLITION WORKS and removal of all debris Dismantling of existing Partitions as demarkated in the floor plan area & stacking the materials in convenient non objectionable place Chipping of the Existing flooring if required & preparation of surface & stacking the materials in convenient non objectionable place,& clearing the debris , complete as per direction of the Architect/ Bank officials. Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge. Job includes safely removal of wooden panelling on front wall.	LS	1.00	1.1415	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
2	IPS Flooring : Providing and laying IPS flooring average (10 to 40mm Thk) cement mortar of PCC 1:4 (1 cement: 4coarse sand over the existing floor surface to achieve a perfectly levelled and smooth floor, including finishing of edges near junction - boxes, curing & filling of joints with Asphalt etc 1:4:8	Sq Ft	880.00	2.2904	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
3	Granite Counter: Providing and fixing 600mm Wide Counter with 18 mm thick Granite mirror polished, pre-moulded and pre-polished, machine cut for platforms, Washrooms vanity counters, and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to give high gloss finish etc. complete at all levels.	Rft	7.50	0.7877	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
4	WALLS : Providing and laying Autoclaved Aerated Cement (AAC) blocks masonry for walls using 150mm thick AAC blocks including providing 100 mm thick RCC band with 3 nos. 8 mm dia TMT bars and 8 mm dia TMT links at 300 c/c in cement concrete mix 1:2:4 at sill level and lintel level with approved block laying polymer modified adhesive mortar including raking out joints, curing, scaffolding etc complete as per direction of Engineer in-Charge.	Sft	700.00	3.2602	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

5	CEMENT PLASTER : Providing and applying in position average 12/15mm thick smooth finish cement Plaster in cement mortar 1:5 to all internal walls, using fine or Coarse sand and adding polypropylene fibre of approved quality in desired quantity per bag of cement as per manufacturers specifications complete. Rate includes providing chicken mesh to all joints of RCC members with Brick walls in all positions in proper line, level & plumb at all levels and heights with necessary scaffolding, cleaning of surfaces, raking out joints, roughening of surfaces ,curing etc complete as directed at site. Rate includes making Flush/raised/sunk or moulded bands of any width, recesses, making grooves etc. complete as per Architectural drawings and no extra payment shall be considered for the same.	Sft	1500.00	2.8355	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
6	WATERPROOFING: Waterproofing Treatment to Toilet Sunken and other Internal Wet Areas Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours. (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.	Sft	90.00	0.4068	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
7	ANTI SKID VITRIFIED FLOORING (Skirting included) Providing and Laying Vitrified Tiles of approved colour /shade. Vitrified Tile Flooring of 1st quality with water absorption less than 0.08% and confirming to IS- 15622. Dark Colour shade fixed on bed of cement mortar 1:4 Mix. The Vitrified Tile shall be fixed with neat cement float filling joints neat matching colour cement slurry . Rubbing, Cleaning etc. as per instruction. Skirting 4" will be included and measured in Sq ft. Note: After the flooring work, the vitrified flooring will be protected by laying a plastic sheet and POP layer on top of the sheet for protection At that stage the plastic sheet with the POP layer will be removed neatly and carefully and disposed off as scrap.(Tile brand will be Kajaria, Euro Vitrified, Somany, Nitco, Simpolo or Varmora). (Cement - Ultratech, Ambuja, Ramco, JK Cement, India Cements)	Sft	90.00	0.4151	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
8	TOILET WALL DADO VITRIFIED TILES : Providing and fixing Ceramic tiles matching with the dark shade of flooring tiles fixed with cement mortar. (Tile brand will be Kajaria, HR Johnson, Simpolo). (Cement - Ultratech, Ambuja, Ramco, JK Cement, India Cements)	Sft	500.00	2.1461	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
9	GYPSUM PUNNING ON WALLS: Making the surface of the wall in plum & level with Gypsum plastering as per directions. Providing and applying punning up to 12mm thick layer of gypsum applied over selected existing wall surface and columns finished smooth,	Sft	1000.00	1.0959	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	inclusive of surface preparation, including all incidentals, making grooves 6mm wide in the gypsum at the junction/end of walls or as directed, etc. complete. The finished surface should be smooth and imperfect level so as to avoid unevenness and ready to take on paint. (Gypsum - Indigypsum, JK Laxmi, Ramco)					
10	Vitrified Tiles Flooring : Providing and laying Double Charge Vitrified Tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately. Size of Tile 800 x 800	Sft	880.00	3.9378	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
11	PAINTING WORK : Scraping down the existing lime wash/paint completely filling the cracks with Plaster of Paris/palti/putti, apply 01 coats of primer and the 2 coats of Acrylic Emulsion Paint to the walls, ceiling, windows/doors as per instructions. Paint brands - Asian, Berger, Dulux).	Sft	2000.00	2.5570	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
12	Providing and Fixing in stepped manner Granite Frame for Toilet doors and Windows. Granite to be adhered to walls using approved adhesive and over the base 1:4 CM .	Rft	50.00	0.8950	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
PLUMBING WORKS						
13	WC EUROPEAN : Providing & fixing wall mounted European style Water Closet (EWC) of approved colour, shade & make consisting of Concealed Water Tank with associated Push Flush Plate	Nos.	2.00	0.6849	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
14	WASH BASIN : Providing and fixing 'White vitreous chinaware table top or Wall Hung Semi Pedestal wash basin with all associated Accessories	Nos.	2.00	0.3105	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
15	Fixing CP Brass Pillar Cock with associated waste coupling, connector pipe, etc.	Nos.	2.00	0.0904	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
16	Providing and fixing in position CP brass angle cock	Nos.	4.00	0.0968	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
17	COAT HOOKS : Providing and fixing CP brass coat hooks	Nos.	2.00	0.0310	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
18	Providing and fixing PVC Soap Dispenser Wall Mounted	Nos.	2.00	0.0151	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
19	TOILET PAPER HOLDER : Providing & fixing C.P. brass toilet paper Holder with necessary CP brass screws etc.	Nos.	2.00	0.0557	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

20	NAHANI TRAP : Providing and Fixing CP Nahni Trap with Grating Jaali	Nos.	3.00	0.0671	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
21	SINK : Providing and fixing SS sink (grade 304) of size 450 mm x 450 mm with sink cock, bottle trap and other necessary fittings etc. all complete as per the direction of the EIC	Nos.	1.00	0.2237	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
22	BIB COCK :Supply and fixing of C.P brass bib cock with CP wall flange	Nos.	1.00	0.0470	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
23	Providing and fixing Health Faucet with 1.2m Braided PVC Tube. Complete in all respect	Nos.	2.00	0.0840	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
24	Providing and Fixing Following Pipes as below					
a	20mm CPVC	Rft	45.00	0.2856	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
b	25mm CPVC	Rft	40.00	0.2630	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
c	50mm PVC	Rft	35.00	0.2477	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
d	100mm PVC	Rft	20.00	0.1644	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
CARPENTRY WORKS						
25	PARTITION : Gypsum Skinned partition Bulkhead Sections with filled with glasswool with inner framework made of 50x50x1.2mm thick Aluminium sections with Inner Sections made with 50x50x1.2mm. Finished with 12.5mm thick Gypsum Board on both side with mesh tape and Jointing Compound	Sq Ft	100.00	1.0045	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
26	PARTITION : Providing and Fixing Modular Glass partition with 10mm toughned glass fixed on profile section of 45mm x 25mm. Powder coated in black color with approved EPDM gasket. The setup to be firmly fixed to the partition and Ceiling level.	Sq Ft	400.00	8.1825	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
27	LAMINATE FINISHED PLY PANELLING : P/Fixing Laminate Finish ply panelling for wall / columns made out of 18 gauge Alum. Framing 50 mm x 25 mm at 60 cm to 45 cm C. to C. . The 16 gauge aluminium cleats shall be used for joinery with aluminium screws & then covered with 12 mm thk MR Grade Ply, 75 mm X 12 mm ply band at top with laminate shall be provided. Rest as per instruction.	Sq Ft	300.00	4.7944	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
28	STORAGE IN PANTRY : WALL - HUNG P/ F Wall Hung Storage made out of 19 mm thk MR Ply, 35 cm deep, 6mm thk MR Grade Ply for the back,	Sq Ft	20.00	0.7488	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	openable shutters in 18 mm thk MR Grade Ply, with hinges as recommended, 18 mm thk removable shelf with 0.8 mm white laminate finish on both sides, edges shall be provided with 2 mm thk PVC strips on all sides. All hinges, tower bolts, S.S Brush finish handles, ball-catches shall be of brass heavy duty, approved make Locks etc. complete as per design/ instructions. All exposed surfaces whether inner side or outside must be 1mm laminated with approved laminate shade.					
29	STORAGE in Work Area P/ F Storage made out of 19 mm thk Particle Board, 35 cm deep, 6mm thk Particle Board for the back, openable shutters in 18 mm thk Particle Board, with hinges as recommended, 18 mm thk removable shelf with 0.8 mm white laminate finish on both sides, edges shall be provided with 2 mm thk PVC strips on all sides. All hinges, tower bolts, S.S Brush finish handles, ball-catches shall be of brass heavy duty, approved make Locks etc. complete as per design/ instructions. All exposed surfaces whether inner side or outside must be 1mm laminated with approved laminate shade. (Exposed surfaces should not be painted)	Sq Ft	90.00	3.2465	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
30	SINGLE LEAF GLASS DOOR - Providing and Fixing GLASS DOOR HINGE with 12MM Clear toughened glass including Glass Door Hardware - 4/ 5 Nos Hinges WGDH-102 Lock WPF-106, H-Type Handle 25MMx750MMxWPHH-2524 C shape Handle Pelmet Arm Door Closer - hold open unit WDCS-2000 with saddle plate WGDSP-2000 including Aluminium Modular Door Frame -25MM x50MM or as Approved, Profile with Door Jam (Daar Patti) and Gasket	Nos	4.00	3.3972	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
31	WPC DOOR Providing & fixing Flush Doors with composite door frame made of WPC board for Toilets & Pantry complete with finish from both sides with matching laminate of approved make & shade. The door shall be provided with approved make lock, knob, heavy duty door closer, 4 nos. of 5" brass oxidized hinges, SS Brush finish handle of 12" of approved design & fixing the same in position, etc. complete	Nos	3.00	1.6986	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
32	Main door WOODEN DOORS WITH LAMINATE FINISH , dimension of door area is 4.5 ft x 7 ft, - Providing & Fixing Solid Core Flush door with 45 mm thk shutter to be finished with 1mm thk Laminate both side as approved by the architect, complete to give a perfectly smooth finish as instructed by Engineer In-charge / Architect. Item to be completed in all respects as per drawings & instructions and all corner trim to be made out of 6mm thk. teak wood the finish of wood to be balance to get the exact match of Laminate, the door to be complete with necessary hardware/accessories in SS of approved make & Model i.e., 4 heavy duty hinges, locks with computerised keys, tower bolt, concealed door closer heavy duty, etc of approved make & model. (Laminate basic rate:40/-per sqft), Cost to include all Hardware, Polish / Paint etc Door Frame; Providing and fixing door frame 150mmx60mm made out for 18mm thk BWP 710	Nos	1.00	0.9452	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	Grade Plywood, all three side, the front portion to be finished with wood trim of Laminate finish & polish as per architects drawings and details, the cost should including all materials and labour charges complete.(Note: The door & door frame will have sweed finish 6mm thk felt for sound insulation)(Laminate basic rate:40/-per sqft) Cost to include all Hardware, Polish / Paint etc (Plywood Make: Green-ply / Century Ply/ Archid Ply)(laminate Make: Green/Century), cost to include all the Dhar polish matching Door Size					
33	RECEPTION TABLE - Providing and making a Reception table of over all size of top as mentioned and as per design. It shall consist of 18mm thk. Comm. Ply top finished with 1mm thk Laminate of approved shade and make . It shall consist of a single 3 drawer unit with locks, handles etc. The drawer unit finished top should be at a lower level of 25mm below the finished counter top. The front modesty panel should be finished 18 mm Comm. ply and finished with approved shade of laminate as per the detailed drawing. The customer side top should be at a height of 1 feet and 6" wide all made with 18mm thick ply above the table top on front and on either sides and finished with 6mm thk Corian of approved shade and make. The inside of drawer units, and the tables should be finished with 0.8mm thick laminate of approved shade.	Nos	1.00	1.0045	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
34	DIRECTOR TABLE WITH VENEER AND PU - Providing and Fixing of DIRECTOR'S table of overall length 8'-0" x 3'-0" in approved shape and size with top made up of 18mm thk ply and finished with TOP melamine polish on other sides. The table to include Pedestal with 3 nos drawers having Central Locking arrangement, wire manager, CPU trolley. The works to include all hardware like castors, brass hinges, ball catches, fully extendable drawer slides, locks, handles etc. of approved make. Locks to be of single control type. The front apron of the table shall be fixed with 12mm thk plywood , finished with 4mm thk veneer of approved shade and make in P.U Polish. All exposed surfaces to be finished with 4.0mm thk veneer in polish of approved shade and make and all inner surfaces including the inner surfaces of the drawers and table top bottom should be finished with 0.80mm thk balancing laminate of plain ivory colour in matte finish.	Nos	1.00	1.4612	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
35	Providing and Fixing DB and Utility Shutters with 19mm blockboard skinned with 1mm thick laminate on the outside and painted on the inside with its carcass made with 18mm Plywood with all associated hardware.	Sq Ft	20.00	0.4475	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
	MODULAR WORKSTATION AND FURNITURE					
36	Workstation Table 900 - 1050 x 600mm x 750mm Height Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color.LEG:	Nos	6.00	2.4547	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	Metal 50x50mm CRC square pipe with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade Wire Riser: Metal powder coated wire riser for raising wires from the floor BEAM: 40mm x 40mm CRC Square Pipe with Powder Coated finish as per approved shade provided with die casted brackets to support top. Front 1200mm high Partition panel with writing board and pinup board and other side Laminated finish with cable manager and cutout for cable recess. The table to include an Modular pedestal with locking mechanism					
37	Officer Table Size: 1800mm x 600mm x 750mm Height Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color. LEG: Sleek Metal Leg with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade Wire Riser: Metal powder coated wire riser for raising wires from the floor BEAM: 40mm x 40mm CRC Square Pipe with Powder Coated finish as per approved shade provided with die casted brackets to support top Front Modesty (425Ht): Metal perforated modesty made of CRCA sheet in powder coated finish as per approved shade. Flapper: Wire management would be accessed by fliptop having soft closure with 3D cutouts for wire accessibility on the worktop which are 450mm(W) x 150mm(D) to access all the face plates comfortably. SIDE COMBO STORAGE SIZE: 1200W x 450D x 700 MM HT TOP 25mm thk PLPB & rest all 18mm thick PLPB board with 2mm thick PVC edge banding finish with 2D + 1F Drawers & remaining with openable shutters as per approved laminate color.	Nos	2.00	1.7990	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
38	MEETING TABLE SIZE : 3300 to 3600 L x 900 W x 750H (MM) Table Top Chamfered Edge: 25mm thick Prelam particle board with 2mm thick PVC edge banding finish with as per approved laminate color. LEG: Sleek Metal Leg with the powder-coated (AkzoNobel 60-80 Microns) finish as per approved shade BEAM : 40mm x 40mm CRC square pipe with powder coated finish as per approved shade provided die casted brackets to support top. FLAPPER : Access Flap Powder coated flushed with top - 450 x 120 mm. WIRE CARRIER : Powder coated wire carrier to be provided for arranging wires for electricity & data.	Nos	1.00	1.5981	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
39	GYPSON CEILING Providing & Fixing of 12.5 mm thk Gypsum Board false ceiling to G.I. framing in perfect level. Necessary offsets and grooves to be provided at the junction of ceiling & walls/columns/partitions etc., Cut out for light fittings A/C grills etc. Rate to include providing & fixing of necessary Aluminium/wooden/MS frame supports for the above fixtures & additional suspenders & the ceiling in AC duct area as per architects instructions. G.I. frame	Sq Ft	950.00	3.9040	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	to consist of proprietary supplied frames & as per manufacturers recommendations suspended from dash fasteners anchored to structural slab by means of G.I.angles. Gypsum Board fixed with proprietary supplied fixing devices & finished. The joint between the sheets of plasterboard are to be covered with jointing paper tape and flushed with UB 888 (all purposes jointing compound) to provide a smooth durable and professional finish. Suspension points and clips shall be able to take a minimum safe load of 50 kgs. including making grooves at the junction of ceiling & walls/columns/partitions etc.					
40	Providing and fixing 6 mm thick mirror of approved make of required size on 12mm thick BWP (5509) grade marine plywood backing Frame in both bathroom. All edges of the glass are to be machine polished and finished. The glass shall be fixed to the plywood backing using approved double sided acrylic foam tape of required size as per the manufacturers specifications, architectural drawings and as directed by the EIC/Architect.	Sq Ft	50.00	0.4132	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
41	Providing & Fixing of Frosted Film on Glass as per design by an Architect. The surface to be cleaned with approved cleaning liquid and Frosted film to be installed as per the design and pattern indicated.	Sq Ft	150.00	0.3836	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
42	BLINDS: Providing and fixing in position 100 mm slim lined Roller Blinds of appd make including powder coated aluminium top rail & bottom rail etc. complete in all respects as per the drawing and directions .Headrail will be of 25mm high x 50mm extruded high strength Aluminium alloy section with wall thickness of 1.2mm. The section will be anodised for smooth & corrosion resistant finish & to have provision of fabric valance matching with louvers fabric. It will have rails on sides to further strengthen the section.Tilter chain will be made of 4.5mm plastic beads moulded on 2.2mm thick polyester cord. The pitch of the beads will be 6mm. The chain drives the sprocket fixed in the end control unit to rotate the louvers by 180 degrees. The pitch of the chain corresponds to the sprocket in perfect match for trouble free operation.	Sq Ft	150.00	0.5616	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
ELECTRICAL WORK						
43	S.I.T.C. Of A.C. D.B with 8 Way Vertical TPN (VTPN) Distribution Board. Capacity: 8-Way Incoming (Main Isolation and Protection): 1 No.– 63A Four Pole (FP) MCB, C-Curve, 10kA short circuit capacity. 1 No. – 63A Four Pole (FP) RCCB/ELCB, 100mA sensitivity Outgoing (Appliance Distribution): 1 No. – 32A TPN (Triple Pole and Neutral) MCB, C-Curve 1 No. – 25A SP (Single Pole) MCB, C-Curve 3 Nos. – 20A SP (Single Pole) MCB, C-Curve 2 Nos. – 16A SP (Single Pole) MCB, C-Curve	Nos	1.00	0.6667	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

44	S.I.T.C. Of Lighting and Raw Power DB 6-Way TPN (Three Phase and Neutral) distribution board equipped with the following modular switchgears (minimum 10kA breaking capacity, C-Curve for commercial loads): Incomer: 1 No. 63A, 4-Pole MCB (Main Isolator/Breaker) 1 No. 63A, 4-Pole RCCB (30mA sensitivity for life safety and earth leakage protection) 2. Outgoing (Total 18 Single-Pole Ways): Lighting Circuits: 2 Nos. 10A SP MCB Computer Power Points: 6 Nos. 16A SP MCB Heavy Power Sockets: 6 Nos. 20A SP MCB Spares: 2 Nos. SP MCB	NOS	2.00	1.5525	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
45	Industrial Metallic Plug -socket boxes with 16 Amp MCB's for Split Standalone A.C.'s.	NOS	8.00	0.3068	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
46	Supply, Installation, Testing, and Commissioning (SITC) of Primary Light Point SITC of wiring for Primary Light Point. The scope includes point wiring drawn through recessed/surface PVC conduits using 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires (Phase, Neutral, and Earth). The rate includes the supply and installation of a 6A/10A modular switch of Legrand make, complete with the corresponding modular front plate and concealed MS/PVC base box. The item encompasses all necessary terminations, hardware, and looping to ensure a fully functional light point.	Nos	10.00	0.6484	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
47	Supply, Installation, Testing, and Commissioning (SITC) of Secondary (Looped) Light Point SITC of wiring for Secondary Light Point to be controlled simultaneously by the primary light point switch. The scope includes looping of wiring from the primary light fixture/junction box to the secondary light location using 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires (Phase, Neutral, and Earth) drawn through recessed/surface PVC conduits. The rate excludes switch and base box, but includes all necessary terminations, PVC conduits, hardware, and ceiling rose/connector block to ensure a fully functional light point.	Nos	20.00	0.8219	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
48	Supply, Installation, Testing, and Commissioning (SITC) of Computer Power Point (3 Sockets + 1 Switch) SITC of wiring for a workstation computer power point. The scope includes point wiring drawn through recessed/surface PVC conduits using 3 runs (Phase, Neutral, and Earth) of 2.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires. The rate includes the supply and installation of 1 No. modular switch and 3 Nos. 6A/10A modular sockets of Legrand make. The item encompasses the corresponding modular front plate, concealed MS/PVC base box, internal looping between the sockets using 2.5 sq.mm FRLS wire, and all	Nos	15.00	0.6644	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	necessary terminations to ensure a fully functional workstation power point.					
49	Supply, Installation, Testing, and Commissioning (SITC) of 6A Power Point SITC of wiring for Computer Power Point drawn through recessed/surface PVC conduits. The scope includes point wiring using 3 runs (Phase, Neutral, and Earth) of 2.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core copper conductor wires. The rate includes the supply and installation of 1 No. 6A modular switch and 1 No. 6A modular socket housed in a 3-module front plate of Legrand make, complete with the corresponding concealed MS/PVC base box. The item encompasses all necessary conduits, terminations, and hardware to ensure a fully functional power point.	Nos	15.00	0.5822	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
50	SITC of Exhaust Fan Complete with Point Wiring and Control Switch Supply, Installation, Testing, and Commissioning (SITC) of an exhaust fan including all necessary point wiring. The scope includes point wiring using 3 runs (Phase, Neutral, and Earth) of 1.5 sq.mm FRLS (Flame Retardant Low Smoke) PVC insulated, single-core multi-stranded copper conductor wires drawn through surface/recessed medium-class PVC conduits. The rate includes the supply and installation of a suitable modular switch of Legrand / Anchor/equivalent make, complete with modular front cover plate and concealed GI/MS base box. Furthermore, the item includes the supply, mounting, and connection of the exhaust fan unit (sweep size and make to be approved), inclusive of mounting frames, gravity louvers, fasteners, ceiling rose/connector block, and all associated civil/hardware modifications required for a fully functional exhaust point.	UNIT	2.00	0.2320	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
51	Supply, Installation, Testing, and Commissioning (SITC) of Al (16 sq.mm 4-Core XLPE) Cable with Cu end Termination	Rmt	100.00	1.7808	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
52	Supply, Installation, Testing, and Commissioning (SITC) of Aluminium (10 sq.mm 4-Core XLPE) Cable with end Termination	Rmt	80.00	1.2201	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
53	S.I.T C of 4 sq. mm. Cu. Fle. Wire through PVC Conduit For HVAC	Rmt	100.00	1.1415	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
54	Providing and making Earthing System with all necessary material and making masonry enclosure, watering arrangement etc complete	No.	1.00	0.6292	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

55	S.I.T C of 2 Run 6 sq. mm. Cu. Fle. Wire through PVC Conduit For Main MCCB & DBs	Rmt	50.00	0.3425	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
56	Providing 250 x 250mm Junction Box with Cover Plate	Nos	9.00	0.2671	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
57	Supplying and providing of 15 Watt SMD recessed Downlights in false ceiling with all necessary hardware	Nos	42.00	1.9753	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
58	Supplying and providing 3W COB to be recessed in false ceiling with all necessary hardware	Nos	11.00	0.4219	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
59	S.& I. of 4"x 4" Red Danger Mark Stickers 230 Volt/ 440 Volt etc. to be fixed on all the D.B.'s	NOS	2.00	0.0320	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
60	25 mm. PVC (MMS) conduit pipe with all accessories for laying Telephone Line from service provider tag block to branch head cabin & All work stations	Mtr	240.00	2.4504	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
61	Supply and installation of Heavy duty HDMI cable as required 10M	Nos	1.00	0.0822	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
62	Supply and installation of Heavy duty HDMI cable as required 20M	Nos	1.00	0.1443	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
63	SITC of CABLE TV RG - 6 cable line in PVC Conduit pipe with proper fixing and connecting with modular Co-Axial TV Socket	MTR.	50.00	0.3036	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
64	Table Connectivity Box (Cable Cubby) with following accessories - 2X universal Power- 1 x RJ45 Network - 1 x HDMI Pop-Up Box. Setup Complete as per instruction	NO	2.00	0.2374	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
LAN & NETWORKING						
65	S.I.T.C of 4 Pair UTP Cat-6 Cable Through Floor Raceway and Conduits, internet line (All Conduits to be Saddled Properly to the true ceiling. Junction boxes and Bend to be provided wherever it is required).	RMT	1800.00	7.1012	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
66	Supplying and pulling of 0.5 sq.mm x 2-pair PVC insulated annealed tinned copper conductor unarmoured telephone cable inside existing or new surface/recessed PVC FRLS conduit, including testing and termination as required. Including end RJ 11 jack in modular Plates, telephone line	RMT	450.00	2.0753	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
67	S.I.T.C of Patch Cord - 2 Mtr.(For User End)Patch Cord only to be provided on the User Desk) (Make : D- Link / Compscope/AFL)	Nos	19.00	0.1839	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
68	S.I.T.C of Patch Cord - 1 Mtr.(For Rack Side)Patch Cords to be installed in a proper way and needs to be dressed properly . The bunch should be tied with a	Nos	48.00	0.3638	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)

	velcro wherever it is required. (Make : D- Link / Compscope/AFL)					
69	S.I.T. C of Dual Face Plate with Back Box (The tagging should be provided all the Data point and Voice point Properly)	Nos	19.00	0.1544	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
70	S.I.T.C RJ-45 I/O (For Data & Voice) (Make : D- Link)	Nos	50.00	0.4498	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
71	S.I.T C of 48 Port Loaded Jack Panel . The numbering to be provided properly to the Jack panel to each no of data ports. (Make : D- Link)	Nos	1.00	0.3653	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
72	S.I.T C of 24 Port Unmanaged Switch	Nos	2.00	0.4621	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
73	Networking Rack (6U with 5/15 Plugs PDU, Cable manager, Fan Tray for Data & Voice, CCTV, PA System and EPABX System)	Nos	1.00	0.2968	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
74	S.I.T.C. of EPABX For Up to 14 Extensions	No	1.00	0.4566	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
Refurbishment						
75	Repair and Refurbishment of Office Chairs (including overhauling smooth movement of wheel, provision of white removable cotton cloth on arm and back support of chair, cleaning, painting of metal parts etc). The chairs are located at 15 floor WTC Cuffe Parade. Job includes repair, refurbishment and shifting of these items to work site (F32 Maker).	No	25.00	2.1232	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
76	Repair and Refurbishment of Sofa set (3 seater + 2 chairs) (including overhauling/cleaning of sofa set, cotton cloth slip cover). The sofa sets are located at 15 floor WTC Cuffe Parade. Job includes repair, refurbishment and shifting of these items to work site (F32 Maker)	No	2.00	0.9406	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
Window and misc Work						
77	Window: Providing and Fixing in position three track aluminium frame glass windows with 5mm clear glass sealed with EPDM gasket running on ball bearing rollers for smooth operation and sliding. The item to include all locks and hardware as desired for smooth and hassle free operation.	sft	150.00	3.2739	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
78	Aluminium Louvers: Providing and Fixing Louvre Glass Window with grained glass and an appropriate cut out for exhaust installation. The Aluminium to be powder coated. The setup to include all necessary hardware for smooth functioning.	sft	20.00	0.3470	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
79	Covering of pipes in washroom duct area and duct on front wall, with plywood, painting and finishing. Job to be comepted in all respect, as instructed by BHEL representative.	sft	120.00	2.4219	T x Allotted % (Col5)	Amount (Col6) divided by Quantity (Col4)
80	Total Lump sum Price in Rs. including GST= T = Rs. (To be Quoted in sealed envelope)					

- A. The price offered by bidder in Sl. No 80 will be applied against the BOQ items (Sl.no 1 to 79) as per allocated percentages mentioned against the respective Sl.No. All breakup schedule amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated percentages.
- B. There may be variations in the individual item in the schedule during actual execution of the work. However, the total value of the contract irrespective of variations in the quantity of individual items, shall not exceed the work order value.
- C. The rate quoted by bidder shall be firm till completion of entire job as per tender document.
- D. The total lumpsum price is inclusive of GST. QUANTITY in Col 4 are indicative only. Payment will be made as per actual work completed satisfactorily. GST will be payable as per actuals.

Enclosure:

Annexure-1: Check List.

Annexure-2: Offer forwarding letter / tender submission letter

Annexure-3: No Deviation Certificate:

Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings:

Annexure-5: Declaration by Authorized Signatory :

Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents:

Annexure-7: Non-Disclosure Certificate

Annexure-8: Declaration confirming knowledge about Site Conditions:

Annexure-9: Declaration reg. Related Firms & their areas of Activities

Annexure-10: Declaration for relation in BHEL :

Annexure-11: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Annexure-12: Bank Account Details for E-Payment

Annexure-13: Power of Attorney for submission of tender.

Annexure-14: LETTER OF AUTHORISATION FOR SUBMISSION OF TENDER

Annexure-15: DECLARATION REGARDING CONFLICT OF INTEREST

Annexure-16: Compliance Certificate

ANNEXURE- 1**CHECK LIST****NOTE:** - Bidders are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Bidder	
B	PAN and GSTN No.	
C	Details of Contact person for this Tender	Name: Designation: Telephone/Mobile No: Email ID:
D	EMD DETAILS	NA
E	DESCRIPTION	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	YES / NO
iv.	Copy of PAN Card & GST registration	YES / NO
v.	Submission of MSE certificate as applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure	YES / NO
xv.	Declaration for relation in BHEL as per Annexure	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure	YES / NO
xix.	Letter of Authorization/ Power of Attorney for submission of tender as per Annexure	YES / NO

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

DATE :

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

ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

Reference No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Sub: Submission of Offer against NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

Having examined the tender documents against your NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026 referred above and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, Civil Repair and Renovation Works "Office no F32 , 3rd Floor, Tower F, Maker Tower "F" Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra"; we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

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

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

Authorized Representative of Bidder Signature:

Name:

Address:

Place:

Date:

ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Subject: **No Deviation Certificate**

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

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 Bid.

We further confirm our unconditional acceptance to all Terms and Conditions, 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)**

Date:

Place:

ANNEXURE- 4

UNDERTAKING

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Bid Specification No: NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

I/We, undersigned declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016,
as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Sub: **Declaration by Authorized Signatory**

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

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 authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney/Authorization Letter to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney / Authorization Letter

ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Sub : **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

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

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

Yours faithfully,

(Signature, Date & Seal of Authorized

Signatory of the Bidder)

Date:

ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

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

Hence, I/We undersigned who are submitting offer for providing services to BHEL <ROD Mumbai> against Bid No. NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026 hereby undertake to comply with the following in line with Information Security Policy of **BHEL**

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

Signatory of the bidder)

(Signature, date & seal of Authorized

Date:

ANNEXURE – 8

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Sub: Declaration confirming knowledge about Site conditions
Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

I/We, undersigned hereby declare and confirm that we have visited the Project Site at BHEL premises “Office no F32 , 3rd Floor, Tower F, Maker Tower “F” Premises Co-operative Society Ltd, Cuffe Parade, Colaba Mumbai 400005, Maharashtra” 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:

DECLARATION

Ref No NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/ Madam,

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

Please find below details of firms owned by our family members 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,

(_____)

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

Date:

Place:

DECLARATION FOR RELATION IN BHEL

----- To,

(BHEL ROD MUMBAI)

Dear Sir/Madam,

Sub: Declaration for relation in BHEL

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

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

Tick (v) any one as applicable:

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

OR

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

i.....

ii.....

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

Note:

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

ANNEXURE – 11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

To,

BHEL ROD Mumbai

Dear Sir/Madam,

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

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

2) All other pertinent issues till date

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

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

Thanking you,
Yours faithfully,

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

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

ANNEXURE – 12

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 MICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

ENDORSED (SIGNED & STAMPED) BY THE BANK

ANNEXURE – 13

POWER OF ATTORNEY for SUBMISSION OF TENDER

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with work and tender condition mentioned vide Bid NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

LETTER OF AUTHORISATION FOR SUBMISSION OF TENDER

To be submitted on Company letter Head

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be Authorized Person of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, in connection with NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026.

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Authorized Person)

Attested by: Director/CMD/Partner/Proprietor

Witness

DECLARATION REGARDING CONFLICT OF INTEREST

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Subject: Treatment of cases regarding conflict of interest

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

2) All other pertinent issues till date

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

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

Thanking you,

Yours faithfully,

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

Date:

Place:

Compliance Certificate

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Dear Sir/Madam,

Subject: Compliance Certificate

Ref: 1) NIT:REF:NO:BHEL:ROD:M:ESTATE F32 DATED:05.10.2026

2) All other pertinent issues till date

We here by declare and confirm the following

1. "We/I declare that our firm has not been Suspended for business dealing by BHEL and we/I do not engage services of any banned firms available on www.bhel.com as on date of publication of NIT."
2. "We/I declare that our firm have not been admitted under insolvency resolution process or liquidation under insolvency and bankruptcy code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority. Authorities as on date of publication of NIT".
3. "We/I certify and confirm that we/I are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We/I confirm we/I have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in the BHEL web site."
4. "Subject to the provision of this agreement, all information disclosed by the BHEL to us shall be deemed confidential information for the purpose of this contract . We represents and warrants that we shall protect the confidential information received with utmost care and diligence.
All the confidential information shall be promptly returned to the disclosing party after the need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this agreement."
5. *We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc. The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions*
6. We have NOT been referred to NCLT/DRT/Interim Resolution Professional (IRP). We have not been declared "insolvent" by any statutory bodies. We are not under suspension by BHEL. We will not engage the service of banned firms as available in the list of banned firms available on www.bhel.com

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

Date:

Place:

