



**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM : : HYDERABAD – 502032**

**PUMPS ENGINEERING DEPARTMENT**

**TELEPHONE NO. 040-2318 2649**

**TENDER NOTICE NO. FOAZX00007 DATED: 29.09.2026**

**Name of work:** C.W. Sump Model Studies: 1) 1x800 MW HPGCL Yamunanagar 2) 2x660 MW Koradi & 3) 3x800 MW NLC Talabira

Name of the department : PUMPS ENGINEERING DEPARTMENT

Tender Notice No : FOAZX00007 DATED: 29.09.2026

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the above mentioned work.
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Tender Enquiry No., Name of work, Contractor name & address will be received at this office of The Deputy General Manager, CMM/Purchase Co-ordination & SDC, Vendor complex, B H E L, Ramachandrapuram, Hyderabad 502 032, Up to **11.00 AM** on or before **09.10.2026** at. Technical bid be opened at 13.15 hrs on the same date and further information if any, may be obtained from the office.  
Bidder can also submit offer through email at their own risk which should reach BHEL inbox before **:11:00hrs, 09.10.2026**. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID [technicalbid\\_hyd@bhel.in](mailto:technicalbid_hyd@bhel.in), and price bid to be submitted to mail ID [pricebid\\_hyd@bhel.in](mailto:pricebid_hyd@bhel.in) as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.
3. The tender documents are available in the Web Site of BHEL [www.bhel.com](http://www.bhel.com). Those who wish to download the same may do so. Corrigendum if any will be published in BHEL web site only.

**NIT CONDITIONS.**

| Sl. No.   | Name of work                                                                             | Period of completion | Cost of Tender Document (Rs) | Last date for receipt (11.00 hrs) and opening of tenders. (13.15 hrs) |
|-----------|------------------------------------------------------------------------------------------|----------------------|------------------------------|-----------------------------------------------------------------------|
|           | <b>Tender notice no: FOAZX00007 DATED: 29.09.2026</b>                                    |                      |                              |                                                                       |
| <b>1.</b> | <b>1) 1x800 MW HPGCL Yamunanagar<br/>2) 2x660 MW Koradi<br/>3) 3x800 MW NLC Talabira</b> | <b>10 Weeks</b>      | <b>Nil</b>                   | <b>09.10.2026</b>                                                     |

**I) Scope of Work:**

Sump Model studies for CW sump intake systems for 1) 1x800 MW HPGCL Yamunanagar 2) 2x660 MW Koradi & 3) 3x800 MW NLC Talabira. The detailed scope of work is attached in Annexure I.

**II) Pre-qualification requirement:-**

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- 1) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.  
**Note: For Government Institutions/Autonomous research bodies or research Institutions which don't prepare financial statement (i.e. Balance Sheet and P&L Account) the above clause is not applicable.**

- 2) Carrying out at least two similar works during last 7 years ending last day of month previous to the one in which applications are invited.

**Similar Work: Carrying out Sump Model Tests for CW Pumps**

- 3) The bidder shall possess their own hydraulic test facility for carrying out Sump model studies. All the instruments used in the Sump model test shall be calibrated traceable to national standards within 1 year of witness of the test.
- 4) The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- 5) The offer shall be scrutinised by BHEL as well as the end Customer. The offer shall be considered technically unacceptable if either BHEL or the End Customer is not satisfied

with the credentials of the vendor.

- 6) Bidder shall furnish PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority) & Income Tax Assessment/declaration copy for the last three (3) year shall be enclosed with the bid (self-attested copies).
- 7) It is required to furnish GST registration proof.

**III) Financial terms and conditions:**

**a) EMD:** - Exempted.

**b) Taxes:** - GST and TDS shall be applicable as per relevant rules or guidelines issued by government from time to time and the rates quoted by the contractor shall be inclusive of income tax. GST will be paid extra on submission of suitable GST payment proof by the vendor after successful execution of the work. The terms and conditions will be modified in accordance with the provisions of new laws.

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
  - Harmonized System of Nomenclature (HSN) of Goods
  - Services Accounting Code (SAC) of Services.
  - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.

Taxes deducted at source:

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

Terms & Conditions to be complied in GST

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
  - Bidder declaring such invoice in their GSTR-1 Return/ IFF
  - Receipt of Goods or Services and Submission of Tax invoice by BHEL

- The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
- 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
- 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- 6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
- 7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- 8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities

**c) Payment terms:** Payments shall be made after completion of Witness of Sump Model studies and submitting of Final Sump model studies Report & Video CDs.  
Payment to the contractor shall be done within 30 days from the invoice date subject to compliance and submission of all the relevant documents.

**d) PVC clause:**-Not Applicable

**e) ORC:** Not Applicable

**f) Bonus:** Not Applicable

**g) Penalty terms:**  
A penalty of 0.50 % of the gross value of work will be levied for every week's or part thereof delay in execution of work by the agency, subject to a maximum penalty of 10 % of gross value of the total work executed beyond the stipulated time allotted for work.

**h) The time period for completion of the above scope of work is 10 weeks including submission of Final Report, from the date of forwarding approved Sump model studies procedure.**

**i) Security Deposit:** Exempted

**j) Performance Bank Guarantee:** Performance bank guarantee of 10% order value shall be submitted by the vendor after completion of the studies and along with the Invoice for 100% payment. The BG shall be kept valid for 4 months from the date of submission of the final reports and Video CDs

#### IV. INSTRUCTIONS TO TENDERER

- i. Tender is a two part bid system.

The tender documents consist of Part – A and Part - B as detailed below:

Part 'A': Techno-commercial Bid

Part 'B': Price Bid to be submitted.

The tenders can be submitted as per the procedure described in “ii” or “iii” below.

- ii. Submission of tender covers for each work (separately) shall be as given below:

Cover 'A' -for Technical and Commercial Bid (sealed cover) super scribing the Tender Enquiry No., name of work, Contractor name & address and Part – A (Techno-commercial Bid). The format for Technical and Commercial Bid is attached to the Tender Document.

Note:

The tenderer shall not indicate the price or rate in the Part-A: Techno-commercial bid.

If any Contractor submits combined bid i.e., Tech. Bid and Price Bid in one cover, such offer shall be summarily rejected.

The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL"s Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

Cover 'B' -for Price Bid (sealed cover) super scribing the Tender Enquiry No., name of work, Contractor name & address and Part – B (Price Bid). The format for Price Bid is attached to the Tender Document.

Cover-'C' -This cover shall contain sealed Cover A (Techno-commercial bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with Tender Enquiry No., name of work and Contractor name, seal & address, and should be sent to The Deputy General Manager, CMM/Purchase Co-ordination & SDC, Vendor complex, B H E L, Ramachandrapuram, Hyderabad 502 032, so as to reach on or before **11:00 hrs on 09.10.2026**. The tender documents may be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

- iii. Alternatively, Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical (part A) offer to be submitted to mail ID [technicalbid\\_hyd@bhel.in](mailto:technicalbid_hyd@bhel.in), and price bid (part B) to be submitted to mail ID [pricebid\\_hyd@bhel.in](mailto:pricebid_hyd@bhel.in) as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID.

In case of e-mail offers, the mail subject should contain Enquiry No., Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.

The email offers shall reach BHEL inbox before 09.10.2026, 11:00 hrs.

- iv. The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- v. Part 'B' – the price Bid should not carry any conditions.
- vi. Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.
- vii. The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- viii. The tenderer should submit the tender documents intact without detaching/removing any page/ pages.
- ix. The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- x. Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- xi. All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- xii. Each and every page of tender documents should be stamped & signed by the tenderer.
- xiii. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 09.10.2026 at 13:15hrs on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- xiv. For any further details required, AGM/Pumps Engg.& Tech., BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.040-2318 5362.
- xv. PRICE BID - The tenderers are required to submit their quotation for the work in the price bid. The value should be quoted after careful study of scope of work placed in Annexure- I.
- xvi. Work is awarded to lowest bidder (L1). The total value of work quoted by the bidder will be considered for evaluation of L1, viz. sum of values quoted for sump systems 1 and 2.

xvii. However, BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum

of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

xviii. The Minimum Wages as per statute or BHEL notified wages revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.

xix. VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

xx. The tenderer will be required to quote the value in price bid both in figures and words.

xxi. DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

xxii. BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

xxiii. BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

xxiv. Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

xxv. Tender document should be complete in all respects.

xxvi. Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.

xxvii. The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.

xxviii. BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

xxix. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

xxx. If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

V. General:

- i. Techno-commercial Bid will be opened on the assigned date. Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.
- ii. The bidders whose bids are techno commercially not accepted will be informed.
- iii. Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.
- iv. Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.
- v. Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No. 6 vi)
- vi. Evaluation of prices shall be done item -wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions
- vii. (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- viii. In case of foreign bidders, import duty as applicable at the time of Price/ Part-II bid opening the quoted price shall be loaded to arrive at the Delivered Cost.

VI. Definitions:

- i. Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.
- ii. Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- iii. 'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, Vendor or vendor.
- iv. 'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the

- Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract.
- v. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/ offer.
- vi. 'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.
- vii. Ordering and confirmation of order:  
The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations. The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O. Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
- viii. Execution  
The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
- ix. Progress Report  
The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (<https://web.bhelhyd.co.in/mm/>). Non updation will adversely affect service rating of vendor performance.
- x. Product information, Drawings and documents / Non-disclosure and Information Obligations  
Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser.

The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller

shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser.

In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.

VII. Other conditions:

i. Price, invoicing and payment

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and

supporting documents as called for in the Purchaser order.

The direct payments (including LC -if applicable/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer. Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.

ii. Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract. If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports. In case of delay in receipt of supporting document details, consequential demurrage/wharf age/detention charges shall be to the account of the seller. Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.

iii. Contract variations; Increase or decrease in the scope of supply

Purchaser may vary the contracted scope during execution due to exigencies of project requirement.

If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing

along with technical details, and in the event of additional work, submit a

quotation with regards to the price and period involved, as well as the effect

this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not

perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work

which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.

iv. Breach of contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

**v. Force Majeure**

The Vendor shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the Vendor to BHEL by registered letter/courier service immediately without loss of time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force

Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the Vendor shall refund any amount advanced or paid to the Vendor by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

**vi. Non-waiver of Defaults**

If any individual provision of the contract is invalid, the other provisions shall not be affected.

**vii. Settlement of Disputes**

Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final.

Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration.

The seller shall continue to perform the contract, pending settlement of disputes(s).

**viii. Arbitration & conciliation clause and Interest clause:**

(I). Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the

contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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

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

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

Subject to the arbitration in terms of clause 8) vi, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and / or reference for the

arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

ix. Applicable Laws and jurisdiction of Courts

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

x. BHEL-Fraud prevention policy shall be adhered to.

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

Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website [web.bhelhyd.co.in](http://web.bhelhyd.co.in).

**V. TECHNO-COMMERCIAL BID APPLICATION**

To,

Bharat Heavy Electricals Limited

H.P.E.P., RC PURAM,  
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work '-----' against Tender Enquiry  
No.

-----

I / We have carefully perused all the tender documents connected with  
the above mentioned work and agree to abide with the same.

I / We further agree to execute all the works referred to in the said documents  
as per the General terms and conditions.

I am / We are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to  
be deployed for

the above work and also agree for recovery of appropriate PF/ESI contribution  
from wages/bills

|                                       |
|---------------------------------------|
| Strike out which<br>is not applicable |
|---------------------------------------|

Date:

**PART - A**  
**TECHNICAL BID - I**

Tender Enquiry No.:

Date:

**Details of the Contractor:**

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No

(If yes furnish the details) :

|    | Location/ Address | Value | Date of Completion |
|----|-------------------|-------|--------------------|
| 1. |                   |       |                    |
| 2. |                   |       |                    |
| 3. |                   |       |                    |
| 4. |                   |       |                    |

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes furnish the detail)

| Name | Staff no | Location / Area |
|------|----------|-----------------|
|      |          |                 |

Date:

**TECHNICAL BID - II**

|    |                                                                                                          |          |
|----|----------------------------------------------------------------------------------------------------------|----------|
| 01 | PAN No.                                                                                                  |          |
| 02 | GSTIN                                                                                                    |          |
| 03 | Banker's Name & Address                                                                                  |          |
| 04 | Bank A/C No. & Branch                                                                                    |          |
| 05 | Have you quoted rates for all the activities, as indicated in the price bid ( Part – B )                 | YES / NO |
| 06 | Financial Turnover for preceding three years duly certified by qualified Chartered Accountant.           |          |
| 07 | Particulars of experience of Similar work during not older than 7 years                                  |          |
| 08 | Do you possess your own Hydraulic laboratory with duly calibrated instruments for carrying out the work. | YES / NO |
| 09 | Any comments                                                                                             |          |

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI No.05, 06, 07 & 08 is 'not available' or 'No' then the bid is liable to be rejected.

Signature of the  
Tenderer

Date:

**VI. Special Instructions: -**

1. The agency should affix his signature at the end of each page of the document.
2. The contractor should follow all the safety precautions, while executing the work.
3. The contractor should engage labors who should not be less than 18 (eighteen) years age.
4. Rates quoted shall be firm throughout the period of the contract and **no price escalation** is payable under this contract on any account.
5. BHEL is an ISO 14001 & OHASAS 18001 certificate company and always strives for excellence in HSE management.
6. Agency will also ensure that qualified and experienced site staffs are engaged in execution of the work to maintain the quality. The agency should take precaution regarding the safety of labor during the execution of the work.