



**NOTICE INVITING LIMITED TENDER**

To

**All Advertising Agencies**  
**Empanelled with Corporate Communication, BHEL, New Delhi**  
(Contract Agreement No. CC/ADEM/01/2025-26)

*Dear Sir / Madam*

**Subject: Fabrication of BHEL's Stall & associated services for Bharat Electricity Summit 2026 from 19<sup>th</sup> to 22<sup>nd</sup> March 2026 at Yashobhoomi, New Delhi.**

BHEL is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer, globally.

BHEL is participating in **Bharat Electricity Summit 2026 from 19<sup>th</sup> to 22<sup>nd</sup> March 2026 at Yashobhoomi, New Delhi.**

**BHEL invites your best competitive offer for Fabrication of BHEL Stall 1D19 (78 sq. m - 12 m x 6.5 m – 3 side open) and associated services for the above exhibition on turnkey basis as per the 3D stall design, layout, scope of work / BOQ, technical specifications and terms & conditions mentioned in this tender enquiry.**

Following points relevant to the subject tender may please be noted for compliance: -

S. N.	Particulars	Description
1	Tender Ref. No.	CC/EXDM/BES/2025-26 dated 23.02.2026
2	Tender Title	Fabrication of BHEL's Stall & associated services for Bharat Electricity Summit 2026
3	Tender Type	Limited Tender
4	Mode for Submission of Offer	Bidders have to submit their bids / offers electronically/ through online only by logging to BHEL e-Procurement portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> . Sealed cover bids / E-mails/Fax/Manual offers will not be accepted.
5	Corrigendum/Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> . Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.
6	Last Date & Time of Receipt of Tender	On or before 1430 hrs. on 26.02.2026
7	Opening of Bid	At 1500 hrs. on 26.02.2026



Offer should be submitted electronically/ through online mode only by registering and logging to BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.

Note: The agency / bidder should be prepared to execute & fabricate the stall as per the BOQ, design & scope and other requirements as per the following timelines: -

- **Possession of Raw/Stall Space: 15<sup>th</sup> March 2026, 1000 hrs. or as given by organizer**
- **Completion of all work & handing over the stall to BHEL: 18<sup>th</sup> March 2026 (1600 Hrs.)**
- **Exhibition Schedule: 19<sup>th</sup> to 22<sup>nd</sup> March 2026 (1000 Hrs. to 1800 Hrs.)**
- **Removal/Dismantling of items: 22<sup>nd</sup> March 2026 (after expo closure /1800 hrs.)**

**The following enclosures shall form an integral part of this tender:**

Tender Document

- |                           |                |
|---------------------------|----------------|
| 1. Exhibition Hall Plan   | Annexure – I   |
| 2. 3D Stall Design        | Annexure – II  |
| 3. Bill of Quantity (BOQ) | Annexure – III |
| 4. Terms and Conditions   | Annexure – IV  |

Price Bid

1. Price Bid as per attached .xls format: Annexure – V

Thanking you,

Yours faithfully,

**(Vaishali Wadhwa Choudhury)**  
Manager (Corp. Comm.)

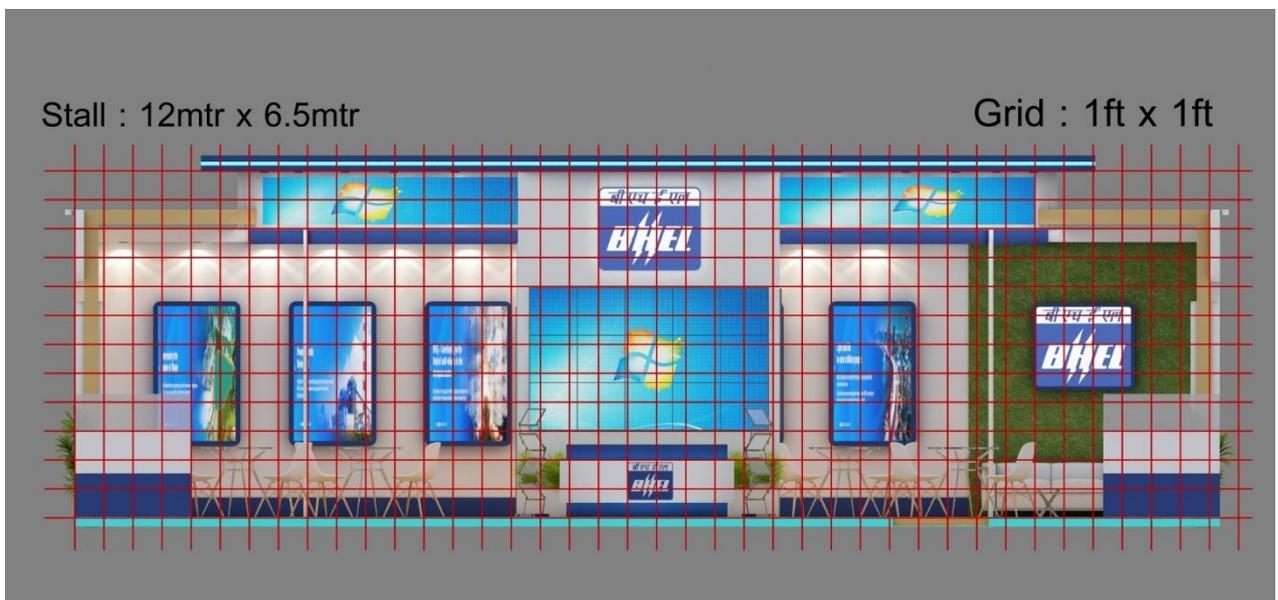
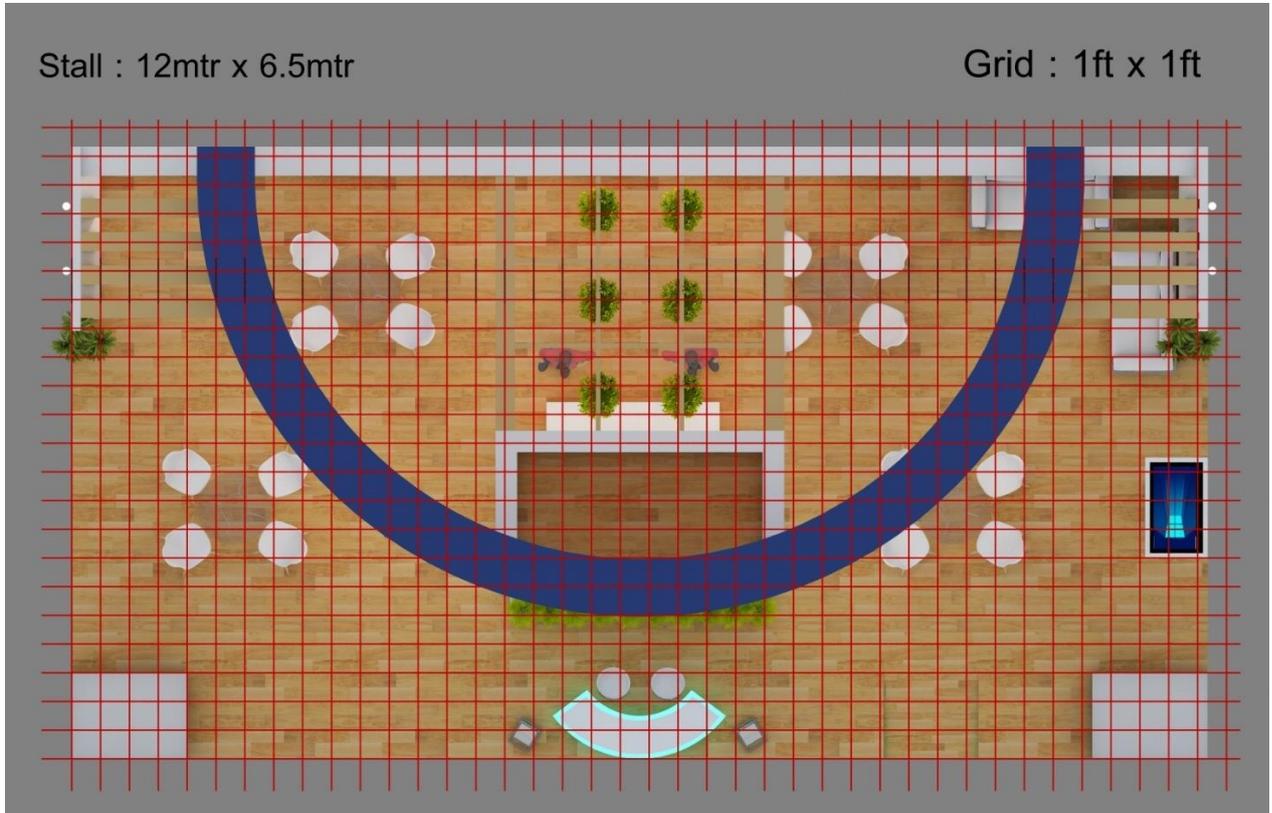


**EXHIBITION HALL PLAN**  
BHEL Stall 1D19 (78 sq. m - 12 m x 6.5 m – 3 side open)





**3D STALL DESIGN**  
BHEL Stall 1D19 (78 sq. m - 12 m x 6.5 m – 3 side open)





भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
 Bharat Heavy Electricals Limited  
 Corporate Communication, New Delhi







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**BILL OF QUANTITY (BOQ) / SCOPE OF WORK**

S. No.	Description of Item	Quantity	Unit of Measurement (UoM)
1	Raised (100 mm high) Wooden Platform of size 12 mtr x 6.5 mtr with laminate flooring of approved colour shade / texture, Inlit (LED strip) skirting (blue light) with aluminium L-channel along 3 sides and a ramp (1 m x 1 m) on platform as per the approved design, colour & finish.	78	sqm
2	Wooden Panel Walls (100 mm thick) as per approved design, colour & paint finish	1	LS
3	Curved Fascia, ceiling, pillars & other wooden / structural members for support as per approved design, colour & paint finish	1	LS
4	Wooden Podium for displaying exhibits of size 3 ft (L) x 3 ft (B) x 2.5 ft (H) as per approved design, colour & paint finish	2	nos.
5	Wooden Podium for VR Zone of size 6 ft (L) x 1.5 ft (B) x 2.5 ft (H) with inside storage shelves as per approved design, colour & paint finish	1	nos.
6	Reception Counter (Curved shape) of size 6 ft (L) x 2 ft (D) x 3 ft (H) with inside storage counters as per approved design, colour & paint finish	1	nos.
7	Pantry Area with door & inside storage shelves / racks	1	LS
8	LED Wall Screen of size 8 ft (2500 mm (W)) x 5 ft (1500 mm (H)) with sound system, laptop, complete console & operator for 4+1 days	40	sq.ft.
9	Curved / Flexible LED Screen of approx. size (15 ft x 2ft x 2 nos.) for fascia on both sides with laptop & accessories for 4+1 days	60	sq.ft.
10	Interactive Kiosk with Touchscreen LED TV (55 inch) with Laptop, USB provision & accessories, mounted on a stand / wall for 4+1 days	2	nos.
11	LED TV (55 inch) with USB/HDMI provision, mounted on wooden wall / stand for 4+1 days	1	nos.
12	LED TV (42 inch) with USB/HDMI provision, mounted on wooden wall / stand for 4+1 days	2	nos.
13	VR-Headsets (Meta Quest 3 or equivalent) with associated accessories for Virtual Reality experience including technical staff / operator for 4+1 days	2	set



14	Backlit branding panels (36-inch (W) x 60 inch (H)) printed on high quality translite material with adequate LED lights mounted on 6-inch-thick wooden frame as per approved design, colour & paint finish	6	nos.
15	Backlit branding panels (48-inch (W) x 60 inch (H)) printed on high quality translite material with adequate LED lights mounted on 6-inch-thick wooden frame as per approved design, colour & paint finish	4	nos.
16	3D Acrylic Backlit BHEL Logo of approx. size (42-inch (W) x 34 inch (H)) with LED Lights for Front Fascia	1	nos.
17	3D Acrylic Backlit BHEL Logo of approx. size (36-inch (W) x 30 inch (H)) with LED Lights behind VIP Seating Area	1	nos.
18	Digital printing on high quality vinyl media mounted on 5 mm sun board	200	sq.ft.
19	Electrical Lighting & Wiring: concealed LED spot lights, metal/front/arm lights, decorative lighting and other general lighting, sockets / charging points, as per design & requirement including distribution board & cabling - complying to safety regulations of the expo venue.	1	LS
20	Two-seater Sofa (white) for 4+1 days	1	nos.
21	Single-seater Sofa (white) for 4+1 days	2	nos.
22	Center Table for Sofa Seating for 4+1 days	1	nos.
23	Bar Stool (white) for Reception Counter for 4+1 days	2	nos.
24	Glass Round table (small size) for 4+1 days	2	nos.
25	Cushioned Chairs (white) for 4+1 days	10	nos.
26	Compact Refrigerator (~40 - 45 L capacity) for 4+1 days	1	nos.
27	Compact Tea-Coffee Vending Machine with consumables for ~300 nos. cups (including provision for black, green tea, creamer & sugar cubes, or pouch, disposable cups, spoons, tissue, tissue holders & service trays) for 4+1 days	1	nos.
28	Bone China Crockery Set for serving tea & snacks (cups, plates, spoons, glasses & bowls)	1	set
29	Biscuits (Digestive / Salted / Sweet) (200 gram)	50	pkt.
30	Peanuts (Salted / Roasted) (200 gram)	20	pkt.
31	Assorted Roasted/Salted Dry Fruits (Almonds, Cashew etc.) (200 gram)	20	pkt.
32	Roasted / Salted Foxnuts (Makhana) (40 gram)	20	pkt.
33	Fruit Cake / Chocolate Brownie (200 gram)	20	pkt.
34	Assorted Wafer / Chips (50 gram)	40	pkt.
35	Assorted Canned Cold Drinks (300 ml)	150	nos.



36	Assorted / Mixed Fruit Juice (Tetra Pack - 200 ml)	50	pkt.
37	Planters with plants as per stall design & layout	1	LS
38	Flower Basket (small) for centre table & reception table	15	nos.
39	Flower Bouquets (standard size)	15	nos.
40	Glass Bowl for Visiting Cards & Candies	2	nos.
41	Visitors Book with Gel Pen	1	nos.
42	Brochure Stand with 4/5 Pockets	2	nos.
43	A4 Poster Standee	4	nos.
44	A4 Size Acrylic T Display Stand	4	nos.
45	250 ml mineral water bottles	400	nos.
46	Assorted Candies (Packet of 100 candies)	6	pkt.
47	Inauguration Set - Scissors, Tray, Red Ribbon, Cello-tape, Velvet Cloth etc.	1	set
48	Operator cum Service boy in uniform for all 4 days	1	nos.
49	Hostess (English & Hindi speaking) in business /ethnic attire for all 4 days	1	nos.
50	Working Lunch packets for Official Staff on expo days	60	nos.
51	Wastebin	2	Nos.
52	Cleaning / Housekeeping of entire stall on all 4 days	1	LS

Note:

1. All the items/materials/services supplied by the agency shall be of reputed make/brand and shall conform to international quality standards. All items used for fabrication of stall shall be brand new and of excellent finish.
2. Design of all translite / branding panels, content for LED Screen/TV, VR & 3D Models/Exhibits shall be provided by BHEL.
3. All items/ services (except consumables) are on hire basis only for pre-built days & exhibition days.
4. Variation in size or quantities if any, will be governed by the unit rates quoted or pro rata basis, as applicable.



## **TERMS AND CONDITIONS**

### **A) INSTRUCTIONS TO TENDERERS FOR E-PROCUREMENT**

- a. Tender to be submitted through electronic mode only, by registering and logging to e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal.
- b. Bidders interested in participating against an electronic tender are advised to obtain "Digital Signature Certificate" and get themselves registered on "<https://eprocurebhel.co.in/>" website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender. Bidders are advised to go through the FAQ available in the web portal.
- c. Before quoting, tenderers are also requested to go through Terms & conditions, BOQ/Scope of work, Technical Specifications and all other documents which are part of tender and shall form part of the contract to be entered into.
- d. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- e. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- f. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents.
- g. The Tender shall be digitally signed by the Authorized Signatory Only.
- h. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- i. No bidder shall be required to be present in the BHEL office for any e-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing date and time. Bidders cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- j. For this tender, double covers system consisting 'Tender Document' in one cover & 'Price Bid' in the second cover has to be submitted on the GePNIC portal. Price bid should not be submitted along with the tender document.
- k. The Price Bid shall be opened as per due date & time of price bid opening.
- l. Price shall not be mentioned by them anywhere, except in the Price Bid (Annexure V).
- m. The bidder should accept all terms & conditions of the tender unconditionally. Any deviation to BHEL terms and conditions mentioned anywhere in the tender document shall not be considered and may lead to outright rejection of such offer.
- n. The bidders are advised to obtain all the necessary information related to the scope of work before submitting their offers. Any queries regarding this tender may be clarified from the Manager (Corp. Comm.) on no. 011-66337368/7399 or e-mail: [vaishali@bhel.in](mailto:vaishali@bhel.in) / [ujjwal@bhel.in](mailto:ujjwal@bhel.in)



- o. All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.
- p. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

## **B) SPECIAL TERMS & CONDITIONS**

1. **VALIDITY OF BID/RATES:** Your offer should remain valid till 90 days from the date of opening of sealed bid.

2. **EVALUATION CRITERIA & AWARD OF WORK:**

Evaluation of Price Bid will be done on overall L-1 rate i.e. Total Amount excluding GST (Refer Cell No. **BA66** against Quoted Rate in Figures). In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Please note that the award of work / work order shall be placed on the L-1 bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.

3. **PRICE**

- a) Basic/Estimated rates (excluding GST) have been disclosed in the Price/BOQ Format and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote/select a single overall percentage on the estimated amount i.e. Excess (+) / Less (-) as per Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- b) The rates/amount/percentage quoted by the bidder will be firm till the contract period and price variation and escalation due to increase in service/manpower/material cost shall not be acceptable in any case. The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all (except GST) and any other incidental works required to complete the work. GST@18% or % as applicable shall be payable extra as per statutory norms.
- c) Price has to be filled in the Price Bid (.xls format) enclosed as Annexure - V. Change in Performa is not allowed and the bid is liable to be rejected.
- d) Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- e) Offers not fulfilling any of the above conditions are liable for rejection.

4. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.



- b) 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.
- c) 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 to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

## 5. **TAXES & DUTIES**

- a) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- b) If BHEL is liable to discharge tax liability under the Reverse Charge Mechanism, the service provider shall provide all necessary documents within 10 days from date of completion of service to enable BHEL to meet the GST liability. Any implications arising from a delay shall be the responsibility of the service provider and will be charged to the service provider's account.
- c) The service provider has to submit their GST registration certificate along with a declaration regarding applicability of GST Reverse Charge (if applicable) to respective BHEL Unit/region along with the bid.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence. However, no increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- e) Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- f) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- g) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- h) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract/ any penalty for the contract.
- i) GST amount shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of



BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.

**6. TERMS OF PAYMENT**

- a) Payment shall be made to agency only after submission of GST compliant tax invoice as mentioned at above and other relevant documents.
- b) Bills raised by the agency shall be certified by the official in-charge of BHEL and the payments will be made against the final bill within 45 Days for MSEs & 90 days for Non-MSEs by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned in Taxes & Duties.
- c) BHEL reserves the right to make the payment through NEFT mode.
- d) No advance payment or payment for mobilization of work will be made to the agency.
- e) No interest shall be payable for delay in making the payments. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

**7. TIMELINES & COMPLETION PERIOD:**

The agency should be prepared to execute & fabricate BHEL stall as per the BOQ, design & scope and other requirements as per the following timelines: -

- Possession of Raw/Stall Space: 15<sup>th</sup> March 2026, 1000 hrs. or as given by organizer
- Completion of all work & handing over the stall to BHEL: 18<sup>th</sup> March 2026 (1600 Hrs.)
- Exhibition Schedule: 19<sup>th</sup> to 22<sup>nd</sup> March 2026 (1000 Hrs. to 1800 Hrs.)
- Removal/Dismantling of items: 22<sup>nd</sup> March 2026 (after expo closure /1800 hrs.)

**8. LIQUIDATED DAMAGES FOR DELAY:**

- (i) All works / services w.r.t. Fabrication of BHEL's stall & associated activities as per design & specifications have to be completed on or before 18<sup>th</sup> March 2026 (1600 Hours) or as per the deadline of the event organiser.
- (ii) Any delay in completion of the job within schedule date & time, attributable to the agency, will invite imposition of LD @ 1% per hour or part thereof (on contract value) subject to a maximum of 10% of the total value.
- (iii) However, in the absence of the stall readiness or delay in major item(s) impacting upon the entire stall, no charges would be payable irrespective of portion of work completed.

- 9. INSPECTION:** All the products/services delivered by the agency for the stall shall be inspected and verified by BHEL Official(s), well before installation.

**10. SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT:**

All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the agency for the activities performed by his workforce. The agency shall be responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. All equipments must meet appropriate standards and be in good working order. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor/Agency's risk & cost. The contractor/agency has to provide required tools and tackles etc. including PPE (personal protective equipment) to accomplish the job/services under the contract.

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, execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:  
(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)  
(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

**11. ELECTRICITY CONNECTION:** The organizer shall provide electricity connection to the agency from the nearest source available. The agency has to make necessary arrangements (Cable etc.) for connecting the power supply from the main source.

**12. SUPERVISION OF WORK:** The agency will deploy sufficient numbers of Supervisors/ Technical Staff to ensure proper execution of work. The work has to be undertaken as per the instructions of Official-in-charge of BHEL.

**13. CARE OF EXISTING STRUCTURE:** Proper care shall be taken by the agency to avoid any damage to the existing structure during execution of work. In case of any damage caused to the structure/building etc. attributable to the agency, the agency shall be responsible for repairing all the damages and restoring the same to their original finish at their own cost. The agency shall also remove all unwanted and waste materials arising out of subject work from the site after completion of job.

**14. SUSPENSION OF BUSINESS DEALINGS**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com). BHEL reserves the right to take action against agencies by suspending business dealings with them in line with BHEL guidelines issued from time to time, in following cases: -

- a) Bidder/Supplier tampers with tendering procedure affecting ordering process.  
b) Bidder/Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.  
c) After placement of order, L-1 Bidder/Supplier fails to execute the contract.  
d) After price bid opening but before placement of order, Bidder/Supplier withdraws his offer or varies it in any manner within the validity period.  
e) Any other instance (refer 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".

**15. IDENTITY CARDS:**

Each and every person deployed by the agency has to carry his/her photo identity card. The list of all such persons and their backups, if any has to be submitted at least 1 day in advance to BHEL.



**16. VARIATION IN SIZE / QUANTITY:** Variation in size or quantities of individual items (to any extent) due to site requirements will be governed by the unit rates quoted or pro rata basis, as applicable.

#### **17.0 ACCEPTANCE OF TERMS AND CONDITIONS**

The bidder should accept all terms & conditions of the tender, unconditionally.

#### **18.0 SETTLEMENT OF DISPUTE**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/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 Supplier/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 Supplier/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 as per Clause 19.1

#### **19.1 CONCILIATION:**

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

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

#### **19.2 ARBITRATION:**

**19.2.1.** 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 19.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (e.g. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.



**19.2.2.** 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.

**19.2.3.** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with 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.

**19.2.4.** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**19.2.5.** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be **New Delhi**.

**19.2.6.** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **New Delhi**.

**19.2.7.** 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.

**19.2.8.** 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.

**19.2.9.** 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.

**19.2.10.** 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 19.2.9. 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.

## 20.0 JURISDICTION

Subject to clause 19 of this contract, the Civil Court having original Civil Jurisdiction i.e. Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

**GOVERNING LAWS:** The contract shall be governed by the Law for the time being in force in the Republic of India.

## 21.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION

21.1 The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
  - ii. The Supplier/Vendor 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 Supplier/Vendor delivers equipment/ material not of the contracted quality.
  - iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
  - v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
  - vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor 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 Supplier/Vendor.
  - 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 Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- 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. Supplier/Vendor 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 Supplier/Vendor, BHEL shall notify the Supplier/Vendor 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.

## 21.2 REMEDIES IN CASE OF BREACH OF CONTRACT

- i) Wherein the period as stipulated in the notice mentioned above 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 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.

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:**

1) 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:

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

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

**22.0 TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

**23.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

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



**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

#### **24.0 PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:**

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

#### **25.0 FORCE MAJEURE**

**25.1.** "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties And
- e) Prevents the performance of the contract,
- f) 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.
  - iv. 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.
  - v. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - vi. Epidemic, pandemic etc.



**25.2.** 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.

**25.3.** 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.

**25.4.** 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.

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

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

i. Constitute a default or breach of the Contract.

ii. 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.

**26. FRAUD PREVENTION POLICY:** The Bidder along with its associate/collaborators/sub-contractors/sub-vendor/agency/ consultants 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.

**27.** The vendor/agency shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.

**28.** 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.

### **29. INCOMPLETE TENDERS**

Incomplete tenders, which do not contain all the information called for are liable to be rejected. The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

### **30. CANCEL/SCRAP OF TENDER**

BHEL also reserves the right to cancel/ scrap the tender at any stage without assigning any reason whatsoever.

### **31. CONFIDENTIALITY**

All information in the Tender Document is meant only for your consumption and not for sharing, unless and otherwise, authorized by BHEL in writing. Please ensure compliance.

### **32. OTHER CONTRACTUAL OBLIGATIONS**

a) BHEL will have no liability whatsoever concerning the persons deployed by the vendor/service provider for the subject work. The vendor/service provider shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the vendor/service provider.

b) The vendor/service provider will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the vendor/service provider will be responsible and shall make good of the same.



- c) The vendor/service provider shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The vendor/service provider shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- d) The vendor/service provider shall be held responsible for any damage / loss to the work premises /or the properties of the Company caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the vendor/service provider.
- e) The vendor/service provider shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
- f) The workforce deployed by the vendor/service provider/contractor shall be healthy and should not be suffering from any communicable diseases.
- g) The vendor/service provider shall ensure proper conduct and behaviour of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with BHEL Officials or staff at venue.
- h) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement.

### **33. AUTHORISED OFFICER**

Head of Corporate Communication/ BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the contract. The decision of the authorized officer shall be final and binding on the bidder. The authorized officer shall hold all the meetings in Delhi only.

### **34. CONTACT PERSONS**

For any clarification, bidders may contact the following officials of BHEL:

**Ms. Vaishali Wadhwa Choudhury – Manager (Corp. Comm.)**

Tel: 011-66337368 Email: vaishali@bhel.in

**Mr. Ujjwal Tomar – Manager (Corp. Comm.)**

Tel: 011-66337399 Email: ujjwal@bhel.in



## STEPS TO FILL ONLINE PRICE BID (.xls format)

Validate	Print	Help	<b>Perc</b>
<b>Tender Inviting Authority: AGM(CC), BHEL, New Delhi</b>			
<b>Name of Work: Fabrication of BHEL's Stall &amp; associated services for Bharat Electricity Summit 2026 from 19th to 22nd March 2026 at Yashok</b>			
<b>Contract No: CC/EXDM/BES/2025-26 dated 23.02.2026</b>			
<b>Name of the Bidder/ Bidding Firm / Company :</b>		<div style="background-color: red; color: white; padding: 5px; display: inline-block;">Step 1 / Enter Bidder Name</div>	

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units
1	2	3	4	5
1	Raised (100 mm high) Wooden Platform of size 12 mtr x 6.5 mtr with laminate flooring of approved colour shade / texture, Inlit (LED strip) skirting (blue light) with aluminium L-channel along 3 sides and a ramp (1 m x 1 m) on platform as per the approved design, colour & finish.	Item 1	78	sqm
2	Wooden Panel Walls (100 mm thick) as per approved design, colour & paint finish	Item 2	1	LS
3	Curved Fascia, ceiling, pillars & other wooden / structural members for support as per approved design, colour & paint finish	Item 3	1	LS
4	Wooden Podium for displaying exhibits of size 3 ft (L) x 3 ft (B) x 2.5 ft (H) as per approved design, colour & paint finish	Item 4	2	nos.
32	Roasted / Salted Foxnuts (Makhana) (40 gram)	Item 32	20	pkt.
33	Fruit Cake / Chocolate Brownie (200 gram)	Item 33	20	pkt.
34	Assorted Wafer / Chips (50 gram)	Item 34	40	pkt.
35	Assorted Canned Cold Drinks (300 ml)	Item 35	150	nos.
36	Assorted / Mixed Fruit Juice (Tetra Pack - 200 ml)	Item 36	50	pkt.
37	Planters with plants as per stall design & layout	Item 37	1	LS
38	Flower Basket (small) for centre table & reception table	Item 38	15	nos.
39	Flower Bouquets (standard size)	Item 39	15	nos.
40	Glass Bowl for Visiting Cards & Candies	Item 40	2	nos.
41	Visitors Book with Gel Pen	Item 41	1	nos.
42	Brochure Stand with 4/5 Pockets	Item 42	2	nos.
43	A4 Poster Standee	Item 43	4	nos.
44	A4 Size Acrylic T Display Stand	Item 44	4	nos.
45	250 ml mineral water bottles	Item 45	400	nos.
46	Assorted Candies (Packet of 100 candies)	Item 46	6	pkt.
47	Inauguration Set - Scissors, Tray, Red Ribbon, Cello-tape, Velvet Cloth etc.	Item 47	1	set
48	Operator cum Service boy in uniform for all 4 days	Item 48	1	nos.
49	Hostess (English & Hindi speaking) in business /ethnic attire for all 4 days	Item 49	1	nos.
50	Working Lunch packets for Official Staff on expo days	Item 50	60	nos.
51	Wastebins	Item 51	2	Nos.
52	Cleaning / Housekeeping of entire stall on all 4 days	Item 52	1	LS
<b>Total in Figures</b>				<b>1190000.000</b>
<b>Quoted Rate in Figures</b>		Select		0.000
<b>Quoted Rate in Words</b>				

Step 2  
Select from the drop down  
Excess (+) or Less (-)

In case of zero(0) select Excess or Less  
and enter 0 in the next cell

NR Zero Only

Step 3  
Enter Percentage here