



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

CC/EXDM/IMS-3DM/2025-26
29.10.2025

NOTICE INVITING SINGLE TENDER (SINGLE PART)

To
M/s Pride Logistics Service
 No. 237, Near Shanimahatma Temple
 Anchepalya (Srikantapura), Tumkur Road
 Nagasandra Po., Bengaluru, Karnataka – 560073
bngpls123@gmail.com

Kind Attention – Shri Anil Kumar / +91-9108913322

Dear Sir / Madam

Subject: Transportation of BHEL's 3D Models from Noida to Bengaluru (to and fro) for India Manufacturing Show (6-8 Nov' 2025).

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 intends to participate in the 7th edition of India Manufacturing Show (IMS) 2025 being organised by Laghu Udyog Bharati – Karnataka & India Expo Centre & Mart in association with IMS Foundation from 6th to 8th November 2025 at Bangalore International Exhibition Centre (BIEC), Bengaluru.

For the above, identified 3D Models of BHEL have to be transported from BHEL Sadan, Noida to BIEC, Bengaluru (to and fro) as per details given below: -

The following documents shall form an integral part of this tender: -

- | | |
|-------------------------------|----------------|
| 1. SCOPE OF WORK | - Annexure I |
| 2. GENERAL TERMS & CONDITIONS | - Annexure II |
| 3. PRICE BID | - Annexure III |

IMPORTANT INSTRUCTIONS: -

▪ Last Date & Time for Submission of Bid	1600 hrs on 30.10.2025
▪ Opening of Sealed Bid	1630 hrs on 30.10.2025 – Bid may be opened before as & when received
▪ Venue	Corporate Communication, Ground Floor BHEL House, Siri Fort, New-Delhi-110049

Your complete sealed offer (hard copy) / e-mail offer along with all Annexures as per the details given above should be submitted, as follows: -

A) Submission of Bids in Physical Form (Hardcopy – by hand/courier)

Your bid sealed in an envelope must be submitted at Corporate Communication, Ground Floor, BHEL House, Siri Fort, New-Delhi-110049 **on or before 1600 hrs on 30.10.2025.**

Sign & Stamp of the Bidder

Ujjwal Tomar
 उज्ज्वल तोमर / Ujjwal Tomar
 प्रबंधक / Manager
 कॉर्पोरेट संचार / Corporate Communication
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
 बी.एच.ई. हाउस, सिरि फोर्ट, नई दिल्ली-110049
 BHEL House, Siri Fort, New Delhi-110049

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B) Submission of Bids through e-mail

Alternatively, the bid may be submitted as password protected pdf/document at the mail id **cc_tender@bhel.in**, before the last date and time as per following details: -

- The subject line of the mail shall indicate the following text – **Offer for Transportation of BHEL's 3D Models from Noida to Bengaluru (to and fro) for India Manufacturing Show (6-8 Nov' 2025).**
- The password of the bid shall be shared by the bidder through mail at **cc_tender@bhel.in** immediately after bid submission time & before the bid opening time.
- The documents received from the official mail id of the authorized officer of the bidder shall be treated as duly signed by the bidder.

Any queries regarding this tender may be clarified from Manager (Corp. Comm.) on Tel. No.-011-66337399 or at e-mail: **ujjwal@bhel.in**.

Thanking you,


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली-110049
BHEL House, Siri Fort, New Delhi-110049
Ujjwal Tomar
Manager (Corp. Comm.)

Sign & Stamp of the Bidder


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
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SCOPE OF WORK

BHEL intends to participate in the 7th edition of India Manufacturing Show (IMS) 2025 being organised by Laghu Udyog Bharati – Karnataka & India Expo Centre & Mart in association with IMS Foundation from 6th to 8th November 2025 at Bangalore International Exhibition Centre (BIEC), Bengaluru.

For the above, the following 3D Models belonging to BHEL have to be transported from BHEL Sadan, Sector-16A, Noida to Hall 1, BIEC, Bengaluru (to and fro) as per details given below: -

PACKAGING LIST

S. N.	3D Model Description	Dimensions (including packaging / box) Approx.	Present Location of the Models
1	Floating Solar Plant	4.5 ft x 4.5 ft x 2.5 ft	BHEL Sadan, Sector 16 A, Noida
2	Nuclear Steam Generator	6.0 ft x 2.5 ft x 2.5 ft	
3	GSAT / Heat Exchanger	5.0 ft x 2.5 ft x 2.5 ft	
4	SRGM	2.5 ft x 2.0 ft x 2.0 ft	

Note

- The combined weight of the above items is approx. 100 Kg.
- 3D Models will be ready for despatch at Noida as on 30.10.2025 (A/N).
- The bidder / transporter has to take all necessary precautions & ensure safe handling & damage free transport of the above 3D Models. Any loss or damage during transit shall be at the bidder's risk.
- Vehicles must comply with road safety and load safety regulations, and drivers should be experienced in transporting fragile and high-value exhibition materials.

DELIVERY SCHEDULE

- Dispatch from Noida: 30th Oct 2025 / 31st Oct 2025
- Delivery at BIEC Bengaluru: 5th November 2025 (Morning)
- Return Dispatch: 8th /9th November 2025
- Return Delivery to Noida: On or before 16th November 2025



GENERAL TERMS AND CONDITIONS

A. GENERAL INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document.
2. The bidders are advised to obtain all the necessary information related to the scope of work/ specifications before submitting their offers. Any queries regarding this tender may be clarified from the Manager (Corp. Comm.) on landline no. 011-66337399 or e-mail: ujjwal@bhel.in.
3. All the tender documents including Corrigendum/Addendum shall be uploaded on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
4. No overwriting / correction in tender documents by bidder shall be allowed. However, if correction is unavoidable, the same must be counter-signed & stamped.
5. 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.
6. 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.
7. The bidders or their representative may attend the opening of the bid, if they so desire.
8. 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.
9. 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 and any other incidental works required to complete the work.
10. **EVALUATION CRITERIA & AWARD OF WORK:** The bid submitted by the bidder shall be evaluated based on the total amount quoted (all-inclusive GST) in Price Bid. The award of work / work order shall be placed on the bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.
11. **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.

Sign & Stamp of the Bidder


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
भारतीय भारती संस्था / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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B. SPECIAL TERMS & CONDITIONS

1.0 VALIDITY OF BID/RATES: Your offer should remain valid till 30 days from bid opening date.

2.0 PRICE

- 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.
- Price has to be filled in the Price Bid enclosed as Annexure - III. Change in Performa is not allowed and the bid is liable to be rejected.
- 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.
- Offers not fulfilling any of the above conditions are liable for rejection

3.0 TAXES & DUTIES

- To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the agency only after submission of GST compliant Tax invoice.
- The agency shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. GSTIN of BHEL is "07AAACB4146P1ZH".
- Payment to the agency will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- The bidder shall ensure strict compliance under GST Act & Rules so that input tax credit is available to BHEL. In case of any loss to BHEL on account of non-compliance by bidders, the same shall be to bidder's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the agency's bill.
- Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

4.0 TERMS OF PAYMENT

- Payment shall be made to agency only after submission of GST compliant tax invoice as mentioned above and other relevant documents.
- 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, 60 days For Medium Enterprises, 90 days for Non MSME by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned in Taxes & Duties.
- BHEL reserves the right to make the payment through NEFT mode.

Sign & Stamp of the Bidder


उज्ज्वल कुमार / Ujjwal Kumar
प्रबंधक / Manager
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई. हाउस, सिरी फोर्ट, नई दिल्ली-110049
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- (iv) No advance payment or payment for mobilization of work will be made to the agency.
(v) 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.

5.0 DELIVERY SCHEDULE:

- Dispatch from Noida: 30th Oct 2025 / 31st Oct 2025
- Delivery at BIEC Bengaluru: 5th November 2025 (Morning)
- Return Dispatch: 8th /9th November 2025
- Return Delivery to Noida: On or before 16th November 2025

6.0 LIQUIDATED DAMAGES FOR DELAY:

Any delay in delivery of the items as per schedule above, attributable to the bidder will invite imposition of LD @ 1% per hour or part thereof (on contract value) subject to a maximum of 10% of the total value.

7.0 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.

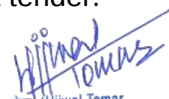
BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- 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."

8.0 REJECTION OF BIDS

- (i) BHEL reserves the right to accept or reject any of the bid with or without deviation or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

Sign & Stamp of the Bidder


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
भारतीय भारती / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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- (ii) BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- (iii) Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- (iv) If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- (v) If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded.
- (vi) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- (vii) In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money.
- (viii) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

9.0 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.

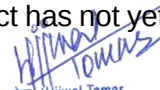
If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event 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 9.1

9.1 CONCILIATION:

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

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

Sign & Stamp of the Bidder


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
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भारीत हेवी इलेक्ट्रिकल्स लिमिटेड, सिरि फोर्ट, नई दिल्ली-110049
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Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

9.2 ARBITRATION:

9.2.1. 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 9.1 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.

9.2.2. 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.

9.2.3. 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.

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

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

9.2.6. 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**.

9.2.7. 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.

9.2.8. 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.

Sign & Stamp of the Bidder


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
भारतीय भारती / Corporate Communication
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9.2.9. 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.

9.2.10. 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 9.2.9. 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.

10.0 JURISDICTION

Subject to clause 17 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.

11.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION

11.1 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.

Sign & Stamp of the Bidder


उज्ज्वल कुमार / Ujjwal Kumar
प्रबंधक / Manager
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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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.

11.2 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.

Sign & Stamp of the Bidder


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(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.

12.0 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.

13.0 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".

14.0 BHEL FRAUD PREVENTION POLICY

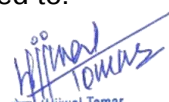
Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected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

15.0 FORCE MAJEURE

15.1. "Force Majeure" shall mean circumstance which is:

- beyond control of either of the parties to contract,
- either of the parties could not reasonably have provided against the event before entering into the contract,
- having arisen, either of the parties could not reasonably have avoided or overcome, and
- is not substantially attributable to either of the parties And
- Prevents the performance of the contract,
- Such circumstances include but shall not be limited to:
 - War, hostilities, invasion, act of foreign enemies.

Sign & Stamp of the Bidder


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- 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.

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

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

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

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

15.6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, 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.

16.0 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.

Sign & Stamp of the Bidder


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17.0 TREATMENT OF CASES REGARDING CONFLICT OF INTEREST:

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

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

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

18.0 RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.

19.0 OTHER CONTRACTUAL OBLIGATIONS

- 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.
- 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.
- 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

Sign & Stamp of the Bidder


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प्रबंधक / Manager
भारतीय भारती संस्था / Corporate Communication
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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 submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- i) 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.
- j) 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.

20.0 **CONTACT PERSONS**

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

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

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

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

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

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Annexure III

PRICE BID

S. No.	Particulars	Unit / Rate	Total Amount (in Rs.) Inclusive of all but excluding GST
1	Transportation of BHEL's 3D Models as per Annexure I, from BHEL Sadan, Sector 16A, Noida 201301 (U.P.) to BIEC, Bengaluru (Karnataka) (to and fro) in suitable commercial / pickup vehicle including material handling.	LS	
2		GST	Extra / As applicable

Note:

Rates should be quoted in INR (₹) and should be inclusive of freight, labour, tolls, and all applicable charges, except GST, which shall be indicated separately.

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