



CC/GIFT/FA/2025-26  
28.11.2025

## NOTICE INVITING TENDER (TWO-PART)

To  
All Central Govt. / State Govt. / CPSE Emporiums

Dear Sir / Madam

**Subject: Framework agreement with Govt./ State Emporiums for Procurement of Souvenirs/Gift Items for a period of Two (2) Years.**

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 enter into a framework agreement with various Central Govt. / State Govt. / CPSE Emporiums for supplying gift items & corporate souvenirs to BHEL for a period of two years on basis of discounts (%) offered on the Showroom Prices / Rates (as applicable) of their Product offerings.

The discounts offered once finalised shall remain valid for a period of two years, even though there is any upward/downward revision in Showroom Prices / Rates as applicable. It may be noted that the discount offered by emporiums may be further negotiated by BHEL.

Your sealed offer/bid should be submitted in two separate sealed envelopes as under:

**I. Part - A (Techno-Commercial Bid):**

- Signed & stamped copy of the Scope of Work (Annexure – I)
- Signed copy of Special Terms & Conditions (Annexure – II)
- Signed copy of General Terms & Conditions (Annexure – III)
- Documents/ Information for meeting Pre-Qualifying Requirements (PQR) as per clauses no. 1.0 of Special Terms & Conditions (Annexure-II)
- Signed & stamped copy of 'No Deviation Certificate' as per Annexure-IV  
(The above Annexures, Terms & Conditions shall be valid & form part of the agreement/ contract post placement of order)

**II. Part - B (Price Bid):**

- Signed & stamped copy of duly filled Price Bid with your % (percentage) discount offered/quoted on the Showroom Prices / Rate as applicable (Annexure-V)

Both the envelopes (Part A & Part B) should be put in one bigger envelope, sealed, and super scribed "**Offer for Framework agreement with Govt./ State Emporiums for Procurement of Souvenirs/Gift Items for a period of Two (2) Years**".

**Your fully compliant offer, in the prescribed manner as stated above, should reach us at the following address on or before 08.12.2025 - 1400 hrs.**

Corporate Communication, Ground Floor  
Bharat Heavy Electricals Limited  
BHEL House, Siri Fort, New Delhi-110049

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**Bharat Heavy Electricals Limited**  
**Corporate Communication, New Delhi**

**Part-A Bid shall be opened on 08.12.2025 at 1500 hrs. at Corporate Communication, BHEL House, Siri Fort, New Delhi - 110049** in the presence of the bidders, who may like to be present.

Part-B (Price Bid) will be opened only of qualified bidders after evaluation of Part-A Bids as per PQR and details of Price Bid opening shall be informed to all qualified/compliant bidders.

Thanking you,

Yours faithfully,

(Vaishali Wadhwa Choudhury)  
Manager (CC)

**Enclosure as under:**

**Part A - Techno-Commercial Bid**

1. Annexure - I : Scope of Work
2. Annexure - II : Special Terms & Conditions
3. Annexure - III : General Terms & Conditions
4. Annexure - IV : No Deviation Certificate

**Part B – Price Bid**

1. Annexure - V : Price Bid



**ANNEXURE - I**

**SCOPE OF WORK**

1. Supply of Gift/ Souvenir items (Handicraft, Handloom etc.) among your offerings on discounted rates as and when required and shortlisted by BHEL/ its authorized representatives.
2. Free delivery to BHEL Offices located in Delhi/ NCR.
3. Free delivery to BHEL Offices in cities where bidder's emporium/showroom/branches is available if the delivery is made from the local emporium/branch.
4. For orders by BHEL Units/ Divisions where bidder's emporium/showroom/branch is not available, transportation charges at actuals shall be payable on submission of bills.
5. Standard Packaging of each item in an individual box/ bag/ carton included at no extra cost.
6. Charges for Gift-wrapping, special packaging other than standard packing, shall be paid at actuals.

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**ANNEXURE II**

**SPECIAL TERMS & CONDITIONS**

**1. PRE-QUALIFYING REQUIREMENT (PQR)**

Only those bidders who meet the PRE-QUALIFICATION REQUIREMENT (PQR) as specified below, shall stand qualified in the Part A Bid evaluation of this tender: -

- a) The bidder has to be a Central Govt./State Govt./CPSE Emporium with a showroom necessarily in Delhi/ NCR.

**Documents to be Submitted along with Part A Bid / Offer**

1. *Certificate of Incorporation or any other certificate / documentary proof stating the kind of establishment*
  2. *Copy of Address Proof (Electricity Bill, Telephone Bill, Rent Agreement or any other document)*
  3. *List/details of all emporiums/ showrooms/ branches operational in India along with contact details*
- b) Self-attested copy of GST Registration & PAN Card — to be submitted along with Part A Bid / Offer
- c) No Deviation Certificate / Acceptance of Terms & Conditions – to be submitted along with Part A Bid / Offer

**2. EVALUATION OF BIDS**

BHEL will scrutinize & evaluate the offers submitted by the bidders based on Pre-Qualification Requirements (PQR) stated above & as per terms & conditions of tender enquiry. Post-opening of Part-A bids, Bidders shall be given opportunity to submit documents/furnish clarifications/withdraw any deviations within a week from the date of opening of Techno-commercial bids. No further time extension beyond this time shall be given to any bidder for document submission / clarifications etc. during techno-commercial evaluation.

Subsequent to Techno-Commercial Evaluation, Price bids (Part-B) will be opened and evaluated for only techno-commercially qualified bidders (as per techno-commercial evaluation). The date & time of price bid opening shall be communicated to all techno-commercially qualified bidders, accordingly.

Price Bids will be evaluated based on the discount (%) offered by the bidders on Rate/Showroom Prices for all product category/offers. Also, if required, BHEL through its Negotiation Committee may further negotiate the % (percentage) discount offered for various categories of product offerings. Consequent to the above, BHEL shall enter into a Framework Agreement with selected/identified Govt. Emporiums for Procurement of Gifts/Souvenirs items for a period of two years. The decision of BHEL in respect of evaluation of bids and/or award of contract/framework agreement shall be final & binding.

**3. DISCOUNTS OFFERED**

- a) Your % (percentage) discount offered on Showroom Prices / Rates as applicable should be consolidated and firm. No decrease in the quoted % discount shall be allowed once

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## Bharat Heavy Electricals Limited

### Corporate Communication, New Delhi

- the bids are opened and thereafter, during the entire period (2 year) of the contract. % discount is to be filled in the Price Performa (Annexure-V) attached.
- b) Your % (percentage) discount should be written both in figures and words. If there is a mismatch between the discount quoted in figures and words, the higher discount shall be considered by BHEL for evaluation. In case of such a discrepancy in the offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
  - c) Your % (percentage) discount rates shall be uniformly applicable to items procured by any of BHEL's Offices/ Units/ Divisions across the country. For orders by BHEL Units/ Divisions where bidder's emporium/showroom is not available, transportation charges for deliveries not in the same city at actual shall be payable on submission of bills.
  - d) Your % (percentage) discount rate on the printed Showroom Prices / Rates as applicable should be offered for wide range / different categories of offering e.g. handicraft, handloom or any other category as defined in firm. You are free to quote uniform discount for the entire range (as may be applicable to you)
  - e) Your % (percentage) discount rate should have Pan-India validity, irrespective of the region from which Purchase Orders are released. The discounts offered should be mandatorily honored by all marketing/sales/operations teams of your firm/branches across the country.
  - f) Your % (percentage) discount rate shall be valid irrespective of the period of the year e.g. festivals, special occasions etc.
  - g) BHEL through its Negotiation Committee may further negotiate the % (percentage) discount offered for various categories of product offerings.
  - h) In case 0% discount is offered/quoted by an emporium against entire range / all items, then the bid of such emporium is likely to be rejected and not considered further.
  - i) In case if discount offered on some special occasions/ festivals/ sales etc. is more than that offered to BHEL, then the same i.e. higher of the two discounts will be extended to BHEL also.

#### **4. QUALITY**

If the final product/item does not match the quality and specifications finalized, BHEL will not be obliged to accept the particular item(s) as applicable.

#### **5. PROCUREMENT PROCESS & DELIVERY**

Separate Purchase Orders (POs) will be placed on emporiums for each procurement based on the requirement. Emporiums have to supply the items as per the specifications, quality standards & delivery schedule mentioned in the purchase orders.

#### **6. DISRIBUTION OF BUSINESS VOLUME**

As each emporium has different gift/souvenir item range in terms of material, quality, price & category, the selection of items/gifts during each procurement/requirement will be governed by the suitability, price & choice of indenter/purchasing department. Thus, no fixed/definite distribution of business amongst the empaneled emporiums in terms of procurement of gifts/souvenirs is envisaged and each procurement will be governed on requirement basis. Also, BHEL will not commit quantity to be purchased during the period of contract for any item(s).

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**7. DISPATCH**

The successful bidder / vendor shall be responsible for dispatches of the ordered quantity of respective items duly packed to BHEL office at “**BHEL House, Siri Fort, New Delhi – 110049**” or directly to the office that has placed purchase order in NCR at no extra cost, through its own arrangements. Similarly, vendor shall also be responsible for dispatches of the ordered quantity of respective items duly packed to BHEL offices in cities where their emporiums/showroom/branches is available at no extra cost to BHEL through its own arrangements.

However, for dispatches of the ordered quantity of respective items duly packed to BHEL offices in cities where their emporiums/showroom/branches are **NOT** available, BHEL shall pay the transportation/courier charges at actuals on submission of bills, which will be required to be shown in advance and ahead of dispatches to know the delivered cost i.e. Total Cost to BHEL.

**8. PENALTY IN CASE OF DENIAL OF DISCOUNT**

In case of any incident of denial of the approved/agreed discount (%) by any emporium to any of the BHEL Units/ Divisions is reported during the contract period, the same shall be taken as a serious deviation of the contract terms and BHEL shall reserve the right to stop purchasing items from such emporium(s) and may consider their de-empanelment.

**9. CONTRACT DURATION**

- a) The contract shall be valid for a period of two years (24 months) from the date of order and shall be terminated on the expiry of two years (24 months) until and unless renewed/extended by BHEL for a specified period on mutual agreement basis. However, BHEL will have no obligation to renew the contract.
- b) BHEL reserves the right to terminate or short-close the contract any time, without assigning any reason whatsoever.

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**ANNEXURE – III**

**GENERAL TERMS & CONDITIONS**

**1.0 SUBMISSION OF OFFER**

- (i) Your offer should be complete in all respects.
- (ii) Offer should be either typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.
- (iii) Incomplete tenders, which do not contain all the information called for, are liable to be rejected.

**2.0 PRICE**

- (i) Discount % quoted by the bidder will be firm for the contract period or extended period of contract.
- (ii) Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-A / Techno-commercial bid). Unsolicited discounts/ revised offers given after Part-A bid opening shall not be accepted.
- (iii) Price/Discounts to be filled-in strictly as per the Price Bid Format.
- (iv) Offers not fulfilling any of the above conditions are liable to be rejected.

**3.0 TAXES & DUTIES**

- (i) 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.
- (ii) The agency shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. GSTIN of BHEL is "07AAACB4146P1ZH".
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

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#### **4.0 TERMS OF PAYMENT**

- (i) Separate Purchase Orders (POs) will be placed on emporiums for each procurement. Payment shall be made to agency against each individual Purchase Order only after submission of GST compliant tax invoice as mentioned above and other relevant documents.
- (ii) All payments shall be subject to Statutory Deductions as per norms.
- (iii) 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.
- (iv) BHEL reserves the right to make the payment through NEFT mode.
- (v) No advance payment or payment for mobilization of work will be made to the agency.
- (vi) 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 REJECTION OF BIDS**

- (i) BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case, 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.
- (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 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.
- (v) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- (vi) 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](http://www.bhel.com).

#### **6.0 VALIDITY OF OFFER**

The bid submitted by bidders shall remain valid for a period of 90 days (3 months) from the date of opening of Part-A Bid and 60 days (2 months) from the date of opening of Part B- Price Bid, which-ever is later. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period.

#### **7.0 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.

#### **8.0 CONFIDENTIALITY**

All the material/information/data sent to the agencies shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

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### **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](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.

### **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

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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.

**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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

#### **10.0 JURISDICTION**

Subject to clause 9 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.

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.

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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.
- (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.

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**12.0 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 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](http://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](http://www.bhel.com/vender_registration/vender.php).

**13.0 FORCE MAJEURE**

**13.1.** "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.

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## Bharat Heavy Electricals Limited

### Corporate Communication, New Delhi

- v. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vi. Epidemic, pandemic etc.

**13.2.** 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.

**13.3.** 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.

**13.4.** 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.

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

**13.6.** 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.

#### **14.0 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](http://www.bhel.com).

#### **15.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- (i) The bidder should accept all terms & conditions of the tender, unconditionally. In case the bidder wants to deviate for the tender conditions, such deviations shall be clearly specified in **No Deviation Certificate – Annexure IV**. If no deviations are given in tender submitted, it will be assumed that the bidder accepts all terms and conditions of the tender.
- (ii) Deviations quoted by the bidder(s) may or may not be accepted by BHEL. Any deviation accepted by BHEL for a bidder may be extended to all bidders.
- (iii) In case a deviation is not accepted by BHEL, the bidder is required to withdraw the same, otherwise its bid is liable to be rejected and in such case no bidder shall have any claim arising out of such action. BHEL's decision on the same shall be final and binding.

#### **16.0 CANCEL/SCRAP OF TENDER**

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

#### **17.0 INSURANCE OF GOODS/ITEMS**

To insure all goods/items during transit shall be the responsibility of the agency/emporium.

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**Corporate Communication, New Delhi**

**18.0 LATEST UPDATES**

All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites ([www.bhel.com](http://www.bhel.com) and <https://eprocure.gov.in/epublish/> only. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

**19.0 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

*Vaishali*



**ANNEXURE - IV**

**NO DEVIATION /ACCEPTANCE CERTIFICATE**

It is certified that we have read and understood all the terms and conditions of the **Tender No. CC/GIFT/FA/2025-26 Dated 28.11.2025**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

Our company/ firm, namely, .....  
do hereby accept all the Terms and Conditions set out in the Tender Document except the following: (Give reference to Clause Nos. of Terms and Conditions which are not acceptable)

- 1.
- 2.
- 3.

.....

**Note: Deviations may or may not be accepted by BHEL**

Also, it is confirmed that deviations, if any, have been indicated only in this format and nowhere else in the offer.

Date:

Signature of Bidder

Place:

(Stamp)

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ANNEXURE V

PART B - PRICE BID

| S.<br>No.<br>(1) | Category of Item<br>(Fill as per the category<br>available with bidder)<br>Or<br>Entire range<br>(as may be applicable to each<br>bidder)<br>(2) | % (percentage) Discount<br>offered on <b>Rate /<br/>Showroom Price</b><br>(excluding taxes as<br>applicable) (up to two<br>decimal points only)<br>(3) | % (percentage)<br>Discount offered<br>in words<br>(4) |
|------------------|--|--|---|
| 1                |  |  |   |
| 2                |  |  |   |
| 3                |  |  |   |
| 4                |  |  |   |
| 5                |  |  |   |
| 6                |  |  |   |

**Note:**

1. Bidders have to fill category of gift items in column 2 or entire range as applicable.
2. Discount % in figures have to be filled in column 3 against each item category
3. Discount % offered in words have to be filled in column 4
4. Bidders are free to offer uniform discount on all the items offered/ entire range in place of category-wise as may be applicable to each bidder
5. Bidders may add more rows for category if necessary

\_\_\_\_\_  
Signature of Authorized representative of the Bidder

\_\_\_\_\_  
Seal of the Bidder Firm

*Vaishali*