



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Corporate Office: BHEL House,

Siri Fort, New Delhi-110049

Tele No. 011- 66337408

Request for Empanelment [RfE] of Event Management Agencies

Sir/Madam,

BHEL having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites applications from accredited agencies involved in Event Management activities to carry out activities for BHEL as per RfE Terms & Conditions. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures and formats attached.

CRITICAL INFORMATION

1	RfE No.	AA: GAX:22: EM:101
2	Date of Issue of RfE:	28-07-2022
3	Title:	Empanelment of Event Management Agencies
4	Last date/ time for receipt of applications:	18-08-2022 by 02:30 PM
5	Date & Time of Opening of Minimum Eligibility bid & Technical bid	18-08-2022 at 03:00 PM
6	Place of Submission of Application:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
7	Applications will be opened at:	Corporate Office, BHEL House, Siri Fort
8	Date & Time of Presentations to be made by Recipients:	Will be intimated separately.
9	Minimum Validity of offer:	90 days from the due date of submission of offer.
10	Scope of Work:	Managing Events etc.
11	Duration of Empanelment:	One -Year

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the RfE will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Recipients should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Requesting Empanelment, if required, should be sought from the undersigned before the due date.

Thanking you,

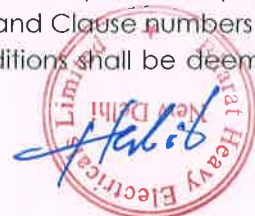
For & on behalf of
Bharat Heavy Electricals Ltd.

(Habibul Rehman)
Sr. Manager, (HR-GAY & ISMG)
e-mail: habib@bhel.in
Mobile No. 9560144884

1. GENERAL INSTRUCTION

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the RfE documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The Recipient is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the Recipient shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the Recipient during processing of empanelment or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the Recipient.
- 1.1.5. All documents submitted by the Recipient in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. COMMUNICATION & CORRESPONDENCE: Recipient(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the RfE shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Recipient(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, Recipient / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty clauses.
- 1.1.7. Recipients are advised to study complete RfE documents carefully. Submission of offer by any Recipient shall be deemed to have been done after careful study, examination of the RfE document and with the full understanding of the implications thereof. If the Recipients have any doubt about the meaning of any portion of the RfE specification or find discrepancies or omissions in the RfE document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the RfE for the same, well in time (so as not to affect last date of submission) before the submission of the offer or else, BHEL's interpretation shall prevail & shall be binding on the Recipient. Recipient's request for clarifications shall be with reference to Section and Clause numbers given in the RfE document. The specifications, terms and conditions shall be deemed to have



been accepted by the Recipient in his offer. Non-compliance with any of the requirements and instructions of the RfE may result in the rejection of the offer.

1.1.8. All entries in the RfE documents should be in one ink.

1.1.9. Offer should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the RfE document should be altered /amended /edited etc. by the Recipient under any circumstances.

1.2. SUBMISSION OF OFFER

1.2.1. Recipients must submit their offer as per instructions in the RfE i.e. bids shall be strictly in accordance with the RfE specifications.

1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The offers received after the specified time of their submission are treated as 'Late Offers' and shall not be considered under any circumstances.

1.2.3. After/during the scrutiny of technical bids, Recipient(s) may be asked to attend meeting(s) for clarifications, if any.

1.3. COSTS TO BE BORNE BY RESPONDENTS: All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by BHEL, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

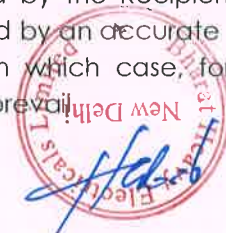
1.4. OPENING OF OFFERS:

1.4.1. Offer(s) shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by BHEL in the presence of representatives of Recipients who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Recipients shall note that if the date of opening given in the RfE Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.4.2. The Recipients are required to arrange for Presentation. Date would be intimated after bid submission.

1.5. LANGUAGE

1.5.1. All correspondence and documents relating to the bid exchanged by the Recipient and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Recipient may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.



- 1.5.2. Currencies of Bid & Payment: Indian Rupees (₹) only.
- 1.5.3. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.5.4. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.6. EVALUATION OF OFFERS: The issuance of RfE document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfE document that it has not relied on any idea, information, statement, representation, or warranty given in this RfE document.
- 1.7. ACCEPTANCE OF EMPANELMENT PROCESS: Each Recipient / Respondent having responded to this RfE acknowledges to have read, understood and accepts the empanelment & evaluation process mentioned in this RfE document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfE.
- 1.8. ERRORS AND OMISSIONS: Each Recipient should notify BHEL of any error, fault, omission, or discrepancy found in this RfE document but not later than offer submission date.
- 1.9. ACCEPTANCE OF TERMS: Recipient will, by responding to BHEL for RfE, be deemed to have accepted the terms as stated in this RfE.
- 1.10. REQUESTS FOR PROPOSAL
- 1.10.1. Recipients are required to direct all communications related to this RfE, through the Nominated Point of Contact persons.
- 1.10.2. BHEL may, in its absolute discretion, seek additional information or material from any Respondents after the RfE closes and all such information and material provided will be taken to form part of that Respondent's response.
- 1.10.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfE could be conveyed promptly.
- 1.10.4. If BHEL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then BHEL reserves the right to communicate such response to all Respondents.
- 1.10.5. BHEL may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfE closes to improve or clarify any response.
- 1.11. Notification: BHEL will notify all short-listed Respondents in writing or by email as soon as practicable about the outcome of their RfE.
- 1.12. INFORMATION PROVIDED: The RfE document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to



provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with BHEL in relation to the provision of services. Neither BHEL nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfE document. Neither BHEL nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfE document.

- 1.13. DISCLAIMER: Subject to any law to the contrary, and to the maximum extent permitted by law, BHEL and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RfE document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of BHEL or any of its directors, officers, employees, contractors, representatives, agents, or advisers.
- 1.14. NO LEGAL RELATIONSHIP: No binding legal relationship will exist between any of the Recipients / Respondents and BHEL until execution of a contractual agreement.
- 1.15. RECIPIENT OBLIGATION TO INFORM ITSELF: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfE document and the meaning and impact of that information.
- 1.16. AMENDMENT TO THE BIDDING DOCUMENTS:
- 1.16.1. At any time prior to the date of submission of Bids, the BHEL, for any reason, may modify the Bidding Document, by amendment.
- 1.16.2. The amendment will be posted on BHEL website www.bhel.in and CPPP (eprocure.gov.in).
- 1.16.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. BHEL will not have any responsibility in case some omission is done by any bidder.
- 1.16.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the BHEL, at its discretion, may extend the deadline for the submission of Bids.
- 1.17. BID VALIDITY:
- 1.17.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from last date for submission of bids as mentioned in 'Critical information' sheet.



1.17.2. In exceptional circumstances the BHEL may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

1.17.3. BHEL, however, reserves the right to call for fresh offers at any time during the period, if considered necessary.

1.18. SUBMISSION OF BIDS

1.18.1. The bids must be received by the BHEL at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.

1.18.2. In the event of the specified date for the submission of bids, being declared a holiday for the BHEL, the bids will be received up to the appointed time on the next working day.

1.18.3. The BHEL may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the BHEL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.19. MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

1.19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the BHEL, prior to the deadline prescribed for submission of bids.

1.19.2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by / email and followed by a signed confirmation copy received by the BHEL not later than the deadline for submission of bids.

1.19.3. No bid may be modified or withdrawn after the deadline for submission of bids.

1.19.4. BHEL has the right to reject any or all bids received without assigning any reason whatsoever. BHEL shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

1.20. REQUEST FOR INFORMATION:

1.20.1. Recipients are required to direct all communications for any clarification related to this RFE, to the nominated officials and must communicate the same in writing before the due date & time of submission of offers. No query / clarification would be entertained over phone.

1.20.2. All queries relating to the RFE, technical or otherwise, must be in writing only and may be sent via email. BHEL will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

1.20.3. However, the BHEL will not answer any communication reaching the BHEL later than the time stipulated for the purpose.

1.20.4. The BHEL may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFE closes and all such information and material provided must be taken to form part of that



Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

1.20.5. The BHEL may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFE closes to clarify any response.

1.21. **DISQUALIFICATION:** Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

1.22. **IMPORTANT:** Bidders must take the following points into consideration during preparation and submission of bids.

1.22.1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

1.22.2. Faxed copies of any submission are not acceptable and will be rejected by BHEL.

1.22.3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

1.22.4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

1.22.5. The RfE is floated on BHEL website <http://www.BHEL.in> and Central Public Procurement Portal (CPPP) at eprocure.gov.in. BHEL reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfE will be posted on BHEL website and CPPP. Bidders must have close watch on BHEL website and CPPP during the intervening period before submitting response to RfE.

1.22.6. The bidder cannot quote for the project in part.

1.22.7. Each bidder shall submit only one proposal.

2. DETAILS OF BIDS TO BE SUBMITTED

2.1. Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope No.	Bid Contents	Label of Envelope
I	<u>Minimum Eligibility Bid</u> <ul style="list-style-type: none"> • Annexure-A, B & D • Format-VI • All the documents required as per Clause No. 4.5.5 and 4.5.6 	"Minimum Eligibility – Empanelment of Event Management agency - RfE No.: AA: GAX:22: EM:10, dated 28-07-2022
II	<u>Technical Bid</u> <ul style="list-style-type: none"> • Annexure-C • Format-I, II, III & IV • All the documents required as per Clause No. 4.6.3 	"Technical Bid – Empanelment of Event Management agency - RfE No.: AA: GAX:22: EM:10, dated 28-07-2022



- 2.2. The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.
- 2.3. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 2.4. The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility or Technical). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
- 2.5. If the envelope(s) are not sealed and marked as indicated, the BHEL will assume no responsibility for the Bid's misplacement or its premature opening.
- 2.6. The RfE is hosted on BHEL website <http://www.bhel.in> and also on Central Public Procurement Portal (CPPP). BHEL reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfE will be posted on BHEL web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfE.
- 2.7. Each of the envelope(s) shall be addressed to the BHEL at the address given below:

Sr. Manager (HR-GAX & ISMG)
Corporate Office, BHEL House, Siri Fort, New Delhi-110049

2.8. REJECTION OF BIDS

- 2.8.1. 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 Recipient 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.
- 2.8.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case Recipient(s)/successful Recipient shall have no claim arising out of such action by BHEL.
- 2.8.3. 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.
- 2.8.4. If a Recipient 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.
- 2.8.5. If the Recipient 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 and forfeit the Earnest Money/Security Deposit/any other money due.



- 2.8.6. Canvassing in any form in connection with the bids submitted by the Recipient shall make his offer liable to rejection.
- 2.8.7. 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 / Security Deposit.
- 2.9. "The offers of the Recipients who are under suspension and also the offers of the Recipients, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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 Recipient(s) in a transparent and fair manner, and with equity.

COMMITMENT BY RECIPIENT/ SUPPLIER/ CONTRACTOR: The Recipient/ 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 Recipient/ 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 Recipient/ 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 Recipient/ 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 Recipient/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 2.10. The Recipient(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 2.11. RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the Recipient may see aforesaid guidelines.



- 2.11.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 2.11.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 2.11.3. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 2.11.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 2.11.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 2.11.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

- 2.11.7. Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

3. SCOPE OF WORK: Following would be the scope of work under the contract. The scope of work shall be, but not limited to, the following:

- 3.1. Manage / conduct various events as and when required on project basis.
- 3.2. Prepare budgetary Estimates covering the cost of all major head of works, contingencies etc. for approval of the BHEL.
- 3.3. Manage overall events, meetings and rehearsals, including room preparation, food and beverage, Audio Visual Movies, décor, signage and event execution as per approved project plan by BHEL.
- 3.4. Set up and maintain green room, media room, VIP room, staff room with equipment as required, i.e. printers, copiers etc. as per approved project plan by BHEL.
- 3.5. Ensure all applicable licenses and appropriate insurance coverage is in place.



- 3.6. The event may include conducting conferences, meets, seminars, program, awards, launch of new schemes, inaugural function, etc. On receiving requisition from BHEL for organizing an event, the Agency shall prepare a detailed blue print with cost and other charges and outgoings of the proposed event and submit the same to BHEL. The agency shall also incorporate clarifications/ modification as may be suggested by BHEL in that regard. The Agency shall proceed with organizing the event on receipt of approval from BHEL in terms of the approved blue print.
- 3.7. Insurance to be taken out by the Vendor/bidder: The Vendor/bidder shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors', as the case may be) own cost, insurance against any risks. BHEL will not be insuring any assets / goods / personnel of the vendor working at/for BHEL and BHEL shall not be held responsible / liable for any damage / loss of the assets / goods / injuries to the vendor shall while working at/for the BHEL.

4. EVALUATION METHODOLOGY & AWARD OF CONTRACT:

4.1. OBJECTIVE:

- 4.1.1. The objective of this evaluation methodology is to facilitate for empanelment of Event Management agencies of **three types A, B, C** for ensuring technically superior and professional services.
- 4.1.2. Once empanelment process is over, whenever any Programme is to be conducted bids from the agencies empaneled by BHEL shall be invited. Based on evaluation, agencies shall be awarded.

4.2. EVALUATION PROCESS:

- 4.2.1. The BHEL has adopted the following bid processes, in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
- (i) Minimum Eligibility Criteria
(ii) Technical Bid (includes presentation)
- 4.2.2. The BHEL shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation at for those shortlisted at first stage. The evaluation of the technical bids shall be undertaken in two stages (Technical Criteria and Presentation).
- 4.2.3. The evaluation by the BHEL will be undertaken by a Committee of officials or/and representatives or outsourced experts formed by the BHEL and its decision will be final.

4.3. OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS

- 4.3.1. Bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
- 4.3.2. On the scheduled date and time, bids will be opened by the BHEL Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders'



representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

- 4.3.3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, BHEL at its discretion will proceed further with opening of the technical bids in their absence.
- 4.3.4. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4.4. PRELIMINARY EXAMINATION:

- 4.4.1. BHEL will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 4.4.2. BHEL may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 4.4.3. Prior to the detailed evaluation, the BHEL will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The BHEL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 4.4.4. If a Bid is not substantially responsive, it will be rejected by the BHEL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4.4.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

4.5. EVALUATION OF ELIGIBILITY CRITERIA: BHEL shall evaluate the capabilities of the Event Management Agencies based on their profile and also keeping in view the following criteria:

- 4.5.1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.



4.5.2. Successful bids out of this stage would be considered for technical evaluation.

4.5.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

4.5.4. The event/work order may be allocated as per the under mentioned category:

Sl. No.	Category	Work order size
1	A	Up to Rs.10 lakh
2	B	Rs. 10 lakh and below Rs.30 lakh
3	C	> Rs. 30 lakh and above

4.5.5. **MINIMUM ELIGIBILITY CRITERIA - EVENT MANAGEMENT AGENCY FOR CATEGORY A, B & C.**

Sr. No	Financial and other Requirement to be met by the Bidder	Document required for verification (Any Proof)
1	The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI.	<ul style="list-style-type: none"> Proprietorship firm: Udyog Aadhaar number. Partnership firm: Certified copy of Partnership Deed. Limited Liability Company (LLP): Memorandum of LLP Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.
2	The Agency must have a minimum average annual turnover of [Category – (A) Rs.3 Lakhs (B) Rs. 9 Lakhs (C) Rs. 30 Lakhs] from event management activities for the previous three financial years.	Relevant certificate from Auditor should be submitted separately for both overall and for event management turnover.
3	The Agency must have experience of successfully completed similar jobs* with any Central/State Government/PSUs during last 7 years ending on 30th June'2022 should be either of the following: [Category – (A) – Three similar jobs of not less than Rs.4 Lakhs OR two similar jobs of amount not less than Rs.5 lakhs OR one similar job of amount not less than Rs.8 lakhs. (B) – Three similar jobs of not less than Rs.12 Lakhs OR two similar jobs of amount not less than Rs.15 lakhs OR one similar job of amount not less than Rs.24 lakhs	Relevant work orders along with Performance/ Completions Certificate to be submitted in this regard.



	(C) – Three similar jobs of not less than Rs.40 Lakhs OR two similar job of amount not less than Rs.50 lakhs OR one similar job of amount not less than Rs.80 lakhs.	
4	The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have been penalized or found guilty in court of law.	Self-certification on letterhead to be provided. However, the BHEL has the rights to independently verify the same.
5	The Agency should have minimum staff (employees / Partners / shareholders) strength of: Category – (A) - 02 nos. (B) - 03 nos. (C) - 06 nos.	Self-certification by the Bidder including list and details of such staff
6	The agency should have min 01 full-fledged office in any Metro / tier -2 Cities.	Recent Address Proof acceptable to the BHEL
7	The agency should be agreeable to conduct/organize an event in offsite locations as decided by BHEL.	Affidavit in this regard submitted to the BHEL.

***Similar job/works:** Event Management / Social Events / cultural event management / concerts / public meetings/gatherings / Events involving local and national celebrities / Event Management for government bodies / Organizing Conferences/meetings/parliamentary committee meets/Yoga Diwas /Board meetings etc.

4.5.6. Apart from the above minimum criteria, the Agency is also required to give the following information:

Sr No	Document Required
(a)	Income Tax returns for past three financial years.
(b)	Board resolution authorizing the authorized signatory to sign on behalf of the agency.
(c)	Proof of address of registered office & Branch offices.
(d)	GST Registration Certificate
(e)	PAN

Disclaimer: In case the desired number of ideas/quotations are not received for any event; BHEL reserves the right to call for presentations/quotations from agencies under any categories mentioned above.

Note: Recipient(s) qualifying for Category-C will be eligible for the empanelment under the Category-A, B & C. Recipient(s) qualifying for Category-B will be eligible for the empanelment under the Category-A, B. Recipient(s) qualifying for Category-A will be eligible for the empanelment under the Category-A only.

4.6. EVALUATION OF TECHNICAL BIDS

4.6.1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.



4.6.2. BHEL may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by BHEL.

4.6.3. Technical bids would be evaluated on the parameters and presentation as below.

**TECHNICAL BIDS EVALUATION CRITERIA - EVENT MANAGEMENT FOR CATEGORY-A,
B & C**

Sr. No.	Technical Parameters	Maximum Marks
A	Stage-I for category A, B & C	
1	Experience of the agency (maximum 15 Marks)	
	(a) From 1 year to 5 years	10
	(b) More than 5 years	15
2	List of offices (with address) in all India locations including staff strength at each location (maximum 10 Marks)	
	(a) 1 office	5
	(b) More than 01 office	10
3	Organizations with whom currently empanelled.	
	05 marks for each empanelment (maximum 10 marks)	10
4	Events conducted for Private Corporates during last 5 years from date of RfE. The relevant order copies to be enclosed.	
	02 mark for each order copy produced (maximum 10 marks)	10
5	Events conducted for Government Sector/PSUs during last 5 years from date of RfE. The relevant order copies to be enclosed.	
	02 marks for each order copy produced (maximum 10 marks)	20
6	Nos. of events completed/organized successfully in last 06 months. The relevant order copies to be enclosed. 01 mark for each successfully completed/organized event (maximum 5 marks)	5
	Total	70

Necessary Documents to be submitted for verification related to above parameters.

B	Stage II – Presentation for category A, B & C	
	During the presentation, the Committee will evaluate the agencies on the following parameters (Maximum 30 Marks):	
1	<ul style="list-style-type: none"> • Agency Capability • Capability to undertake all event management related jobs • Network Strength • Client List • Manpower & Talent Pool. 	10



2	<ul style="list-style-type: none"> • Experience of Event management • No. of significant event/Exhibitions/Brand Activations organized • Experience of organising special event/New Concept. • Awards and Accreditations 	10
3	<ul style="list-style-type: none"> • Market Knowledge of event • Understanding of BHEL Brand Positioning • Points-of-view regarding brand, customer and business issues. • Understanding of Business Environment, Rules & Regulations • Understanding of safety risk during event 	5
3	<ul style="list-style-type: none"> • Creative ideas that are relevant, solution-oriented and inspiring • Campaign to keep the essence and spirit of Brand alive across media 	5
Total		30

The technical bid for category A, B & C will be analysed and evaluated, based on which the Technical Score shall be assigned to each bid on the basis of parameters mentioned above.

4.7. FINAL EMPANELMENT OF THE ELIGIBLE BIDDER: The bidders with the highest Scores will be empaneled (**Top five agencies or as decided by BHEL**) under each category.

5. DEFINITIONS: In this Contract, the following terms shall be interpreted as indicated:

5.1. "BHEL" means Bharat Heavy Electricals Limited (BHEL);

5.2. 'Bidder' means the respondent to the RfE document.

5.3. 'Successful Bidder' refers to the bidder who gets empaneled by the BHEL after completion of evaluation process.

5.4. 'RFE' or 'RfE' or 'Tender' means the Request for Proposal document.

5.5. 'Bid' may be interchangeably referred to as 'Offer'.

5.6. "The Contract" means the agreement entered into between the BHEL, represented by its Corporate Office and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

5.7. "Agency", "Firm", "Company", "Bidder" "vendor" means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF, etc..) who have been identified to submit their proposal for providing services under this Contract.

6. DEMOGRAPHICALLY TARGET AREA: The coverage of Event Management activities in Corporate Office at **Delhi-NCR**. Sometimes events are also organized at following places:

Gangtok	Shimla	Goa
Srinagar	Puri	Andaman and Nicobar
Sariska		

7. REPRESENTATIVE: The agency will assign a person, who will provide the management interface facility and has the responsibility for managing the complete service delivery for organizing / conducting an event/activity. He / She will be single point of contact on behalf of the agency.



8. TENURE: The tenure of the contract with the Agencies, so appointed, would run for 1 year from date of appointment under this RFE. However, this would be subject to satisfactory performance of each agency, which would be solely adjudged by the BHEL. In case the performance of any Agency/ies is/are deemed unsatisfactory, their contract will be terminated as per the provisions of the "Termination of Contract" clause mentioned in the RFE. In case the need arises, BHEL may, at its sole discretion, extend the contract for a further period of a maximum of one year on the terms and conditions of the contract entered into.
9. The Recipient(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the Recipient(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.
10. SUBCONTRACTS: The agency shall not sub-contract the services agreed to be rendered by the Service Provider under this contract, except (i) if the existence of their office is not in the event location and (ii) for services that are generally procured from outside agency in performing the activities envisaged under this contract.
11. COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the BHEL and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the BHEL will give notice of any such claim or demand of liability within reasonable time to the bidder.
12. INCIDENTS RESULTING IN DISEMPANELMENT:
- 12.1. If the event management agency commits a breach of any of the terms and conditions of the RFE.
- 12.2. If the event management agency goes into liquidation, voluntarily or otherwise.
- 12.3. If the event management agency fails to deliver any or all of the services within the time period(s) specified in the agreement.
- 12.4. If the event management agency fails to perform any other obligations under the agreement.
13. SETTLEMENT OF DISPUTES
- 13.1. CONCILIATION: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to



Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

13.2. ARBITRATION:

13.2.1. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

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

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

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

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

13.2.2. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

14. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

15. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE



- 15.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- 15.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.
16. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.



Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

17. CLARIFICATION OF BIDS: During evaluation of bids, BHEL may, at its own discretion, ask the Recipient for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the Recipient. Also seeking clarification does not mean Recipient's bid has been accepted.
18. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
19. LIASONING WITH LOCAL AND STATE AUTHORITIES: Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
20. VALUE ENGINEERING FOR BETTER SERVICES AND COST REDUCTION: Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
21. VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS: BHEL reserves the right to verify credentials of the Recipient. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the Recipient from the issuing Authority. At any stage, BHEL may also ask for original documents and Recipient/ contractor has to submit the same. If at any stage, the document(s) submitted by Recipient/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the Recipient/ contractor as per extant guidelines/ policies/ terms & conditions of this RfE.
22. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS: The Recipient declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Recipient(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 Recipient is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
23. PAYMENT TERMS:
 - 23.1. The payment of final bill will be made only after satisfactory completion & satisfactory quality of the work as per tender, clearance of the site & clearance of all the liabilities on agency's part. No claim will be entertained after signing the final bill.
 - 23.2. Payment shall be made as per the actual nos. of BOQ items provided by the agency except where Minimum Guarantee is mentioned.
 - 23.3. Bills raised by the Agency shall be certified by the official in-charge of BHEL and the payments will be made against final bill, within 30 days by NEFT/RTGS from the date of receipt of bill subject to conditions mentioned at Taxes & Duties. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - 23.4. In case of cancellation of meeting/program by BHEL owing to any foreseen and / or unforeseen circumstances, advance payment, if any, made to the Hotel by the service provider as per Hotel's policy shall be reimbursed by BHEL, restricted to amount not refunded back by the Hotel in line with their extant policy. However, such claim will be



admitted on the submission of documentary proof (payment invoice, hotel's policy, etc.) by the service provider.

24. TAXES & DUTIES:

- 24.1 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 successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 24.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 24.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 24.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 24.5 Payment to the contractor 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 contractor by BHEL.
- 24.6 Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

25. LIQUIDATED DAMAGE (L.D) FOR DELAY IN SERVICE: In case of deficiency of services in arranging / conducting Event Management services up to the satisfaction of BHEL, liquidated damages subject to the maximum 10% of the particular contract value could be levied on the agency. The quantum of liquidated damages will be decided by BHEL whose decision shall be final and binding. However, the service provider would be given an opportunity to make representation to BHEL and clarify its position with regard to the deficiency and/or non-performance.

26. DAMAGES, FINES, RECOVERY OF LOSSES etc.: The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever, before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 26.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.



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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹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 (l) of the Employee's Compensation Act, 1923."

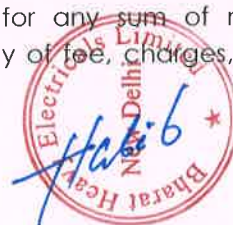
28. The Contractor undertakes to indemnify and keep BHEL indemnified against any losses/claims which are brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the Contractor or his workforce, while carrying out the services under the contract.

29. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the Contractor or his workforce, while carrying out the services under the contract.

30. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

31. RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:

31.1. All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of BHEL and paid for by BHEL shall vest with BHEL. Provided, that BHEL would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as



provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from BHEL.

- 31.2. All concepts, communications, etc, created and conceived by the Agency on behalf of BHEL under the services contemplated under this RfE, and involving name of BHEL, shall not form part of any award or competition or promotion unless prior written consent of BHEL has been obtained thereof.
32. CONDITIONAL BIDS: Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.
33. THE AGENCY TO CONDUCT AS GOOD FAITH AND AS PER GOOD INDUSTRY PRACTICE: Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to BHEL for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of BHEL as its agent.
34. IPR INFRINGEMENT: As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ service provider shall be primarily liable to indemnify BHEL to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.
35. INDEMNITY: The Bidder/ successful bidder shall indemnify the BHEL, and shall always keep indemnified and hold the BHEL, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the BHEL as a result of:
 - 35.1. BHEL's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfE document; and/or any subsequent agreement; and/or
 - 35.2. An act or omission of the Bidder, employees, agents, sub
 - 35.3. contractors in the performance of the obligations of the Bidder under this RfE document or any subsequent agreement; and/or
 - 35.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the BHEL; and/or
 - 35.5. Breach of any of the term of this RfE document and/or of the agreement to be entered subsequent to this RfE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfE document and/or of the agreement to be entered subsequent this RfE; and/or
 - 35.6. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.



- 35.7. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 35.8. Breach of confidentiality obligations of the Bidder contained in this RfE document; and/or
- 35.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
36. The Bidder will have to at its own cost and expenses defend or settle any claim against the BHEL that the Deliverables and Services delivered or provided under this RfE document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the BHEL:
- 36.1. Notifies the Bidder in writing; and
- 36.2. Cooperates with the Bidder in the defence and settlement of the claims,
- 36.3. The Bidder shall not be liable for defects or non-conformance resulting from:
- 36.4. Software, hardware, interfacing not approved by Bidder; or
- 36.5. Unauthorized modification of Software or any individual product supplied under this RfE document, or BHEL's failure to comply with any mutually agreed environmental specifications.
- 36.6. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
- 36.7. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
- 36.8. All Bidders under the RfE absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep BHEL and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including
- 36.9. the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by BHEL and or its Directors, officers, employees, agents, and representatives due to reasons of a) Breach, misconduct, omissions or b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.



No Deviation/Acceptance Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of RfE. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the RfE 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 in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

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

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the **AA: GAX:22: EM:101, dated 28-07-2022**. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



DECLARATION CERTIFICATE
(to be submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's RfE document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We do hereby declare that I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and empanelment processes mentioned in the RfE in our bid response. Having submitted our response to the aforesaid RfE, we also understand not to have any option to raise any objection against any of the said processes defined in the RfE in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application/offer/tender shall be rejected by BHEL without any reference to us.
5. This is to certify that we are fully competent to undertake and successfully deliver the Event Management services as per scope mentioned in the above RfE. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfE. We certify that the quality and number of resources to be deployed by us for Event Management will be adequate to deliver the services professionally and competently within the prescribed time frame. We also certify that all the information given by us in response to this RfE is true and correct

Thanking you,

Very Truly Yours,

Signature

With name, Designation & seal of the firm



ANNEXURE -C

RECIPIENT'S GENERAL INFORMATION
(To be submitted along with Part-1 Bid)

We hereby offer to submit our request for Empanelment of Event Management Agencies of BHEL for one year as per proposal reference No.: **AA: GAX:22: EM:101 dated 28-07-2022**. We have read, and understood the content of RfE and further state that we unconditionally accept and abide by the terms & conditions specified therein. Brief Profile of our agency is as under:

Sr. No.	Brief Contents	Application has to be submitted
	Name of the Agency	
	Address, Telephone Numbers and Contact person(s)	
	Registered/Head office	
	Address of the other offices in the country	
	Legal status / Constitution of Agency	
	Name of the Proprietor/ Partners/ Directors	
	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc.	
	Details of Key Personnel, who will work with BHEL with age, qualifications, experience (in years), notable skills and achievements etc. Contact Tele. No. Mobile No. Email ID etc.	
	Date of Establishment /incorporation	
	No. of years in Event Management Agency Business	
	Permanent Account Number (PAN)	
	GST Registration No. (GSTIN)	
	UDYAM Registration No.	
	Start-up recognition Certificate No.	
	Corporate Identification Number (CIN)	
	Name of Recipient/ Contact Person	
	Phone No. of Recipient / Contact Person	YES / NO
	E-mail Address of Recipient / Contact Person	
	Name & Designation of Head of Event Management Team	



I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for assignment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Signature

With name, Designation & seal of the firm



ANNEXURE – D

E-Banking Mandate Form

(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9-digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

(.....)
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

(.....)
Signature of the Authorized Officer



FORMAT-I

PARTICULARS IN RESPECT OF EVENT MANAGEMENT CONTRACT OBTAINED IN THE LAST FIVE YEARS

Sr. No.	Name and address of the client with contact numbers	Value of work executed in`	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
				From	To	

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

FORMAT-II

DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work up to	Date of empanelment and validity

Please enclose the copies of letter of empanelment of each organization.

FORMAT III

(on letterhead duly stamped and signed)

Date:

TO WHOMEVER IT MAY CONCERN

This is to certify that M/s _____ is on our panel as an Event Management Agency since _____. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)



FORMAT -IV

DETAILS OF RESOURCES (MANPOWER, TOOLS AND PLANT) /
INFRASTRUCTURE FACILITIES

1	Details of Manpower	
	(a) Manager	
	(b) Supervisor	
	(c) skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available (details of Inhouse designing, printing capabilities, studio and own fabrication workshop & Godowns)	
3	Any other relevant information.	

FORMAT V

FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)
DURING LAST THREE YEARS)

S. No.	Financial Year	Annual Turnover (in lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

FORMAT VI

Each Bidder has to declare upfront specifically about their quoted category. Please tick:

Category-A	Category-B	Category-C

