



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited
Corporate Communication, New Delhi

Corp. Comm./EXDM/AKAM/2022-23

26.05.2022

NOTICE INVITING LIMITED TENDER (SINGLE PART)

To

All Advertising Agencies

Empaneled with Corporate Communication, BHEL, New Delhi

Dear Sir/Madam

Subject: Fabrication of BHEL Stall & other associated arrangements for 'AKAM CPSEs Exhibition & Conclave' (9 - 12 June 2022) organised by DPE at Gandhinagar, Gujarat.

BHEL, India's largest engineering and manufacturing enterprise in the energy related/ infrastructure sectors with global presence. BHEL intends to participate in 'AKAM CPSEs Exhibition & Conclave' organised by the Department of Public Enterprises (DPE) at Mahatma Mandir Convention Centre, Gandhinagar, Gujarat from 9th to 12th June 2022.

BHEL invites your best competitive offer for fabrication of BHEL Stall (9m x 3m) for the above exhibition on turnkey basis as per the 3D stall design, layout, scope of work / BOQ and terms & conditions mentioned in this tender enquiry.

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

- | | | |
|------------------------------------|---|--------------|
| 1. EXHIBITION HALL PLAN | - | Annexure I |
| 2. 3D STALL DESIGN | - | Annexure II |
| 3. BILL OF QUALITY / SCOPE OF WORK | - | Annexure III |
| 4. TERMS & CONDITIONS | - | Annexure IV |
| 5. PRICE BID | - | Annexure V |
| 6. NO DEVIATION CERTIFICATE | - | Annexure VI |

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

- Possession of Stall Space: 6th June 2022 (12 Noon) - subject to change
- Completion of all fabrication work & handing over the stall to BHEL: 8th June 2022 (evening).
- Inauguration of Exhibition: 9th June 2022
- Exhibition Schedule: 9th – 12th June 2022
- Removal/Dismantling of items: 12th June 2022 (evening) / as per organizer

Your complete offer in a sealed envelope (Single Part), as per the details given above super-scribed with '**Fabrication of BHEL Stall & other associated arrangements for AKAM CPSEs Exhibition & Conclave (9 - 12 June 2022) organised by DPE at Gandhinagar**' should be submitted in the tender box at following address on or before **1400 Hrs. on Monday, 30.05.2022 by hand/courier**:

Address: -

Corporate Communication

Ground Floor (D-Block), Corporate Office.

BHEL House, Siri Fort, New Delhi 110049

Sign & Stamp of the Bidder


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

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The sealed bids shall be opened at **1500 Hrs. on the same day i.e. Monday, 30.05.2022** at the above address. The bidders or their representative may attend the opening of the bid, if they so desire.

Yours faithfully,

(Ujjwal Tomar)

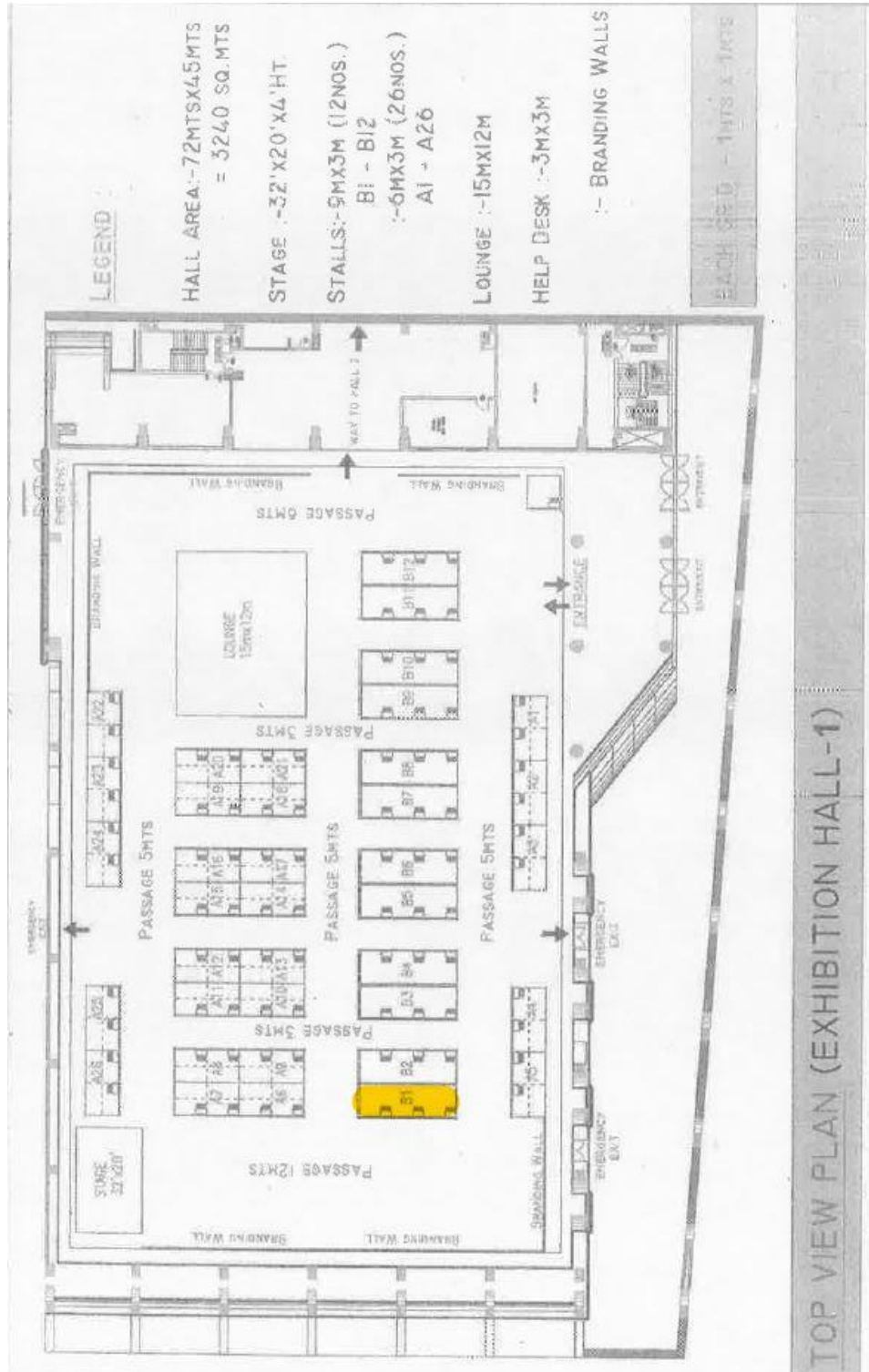
Dy. Manager (Corp. Comm.)

Ujjwal
Tomar

उज्जवल तोमर / Ujjwal Tomar
उप प्रबंधक / Dy. Manager
बीबीएल कंपनी / Corporate Communication
महाराष्ट्र इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electrical Limited
बी.एस.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली-110049
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EXHIBITION HALL PLAN
(STALL B1 – HALL 1)





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Annexure II

3D STALL DESIGN



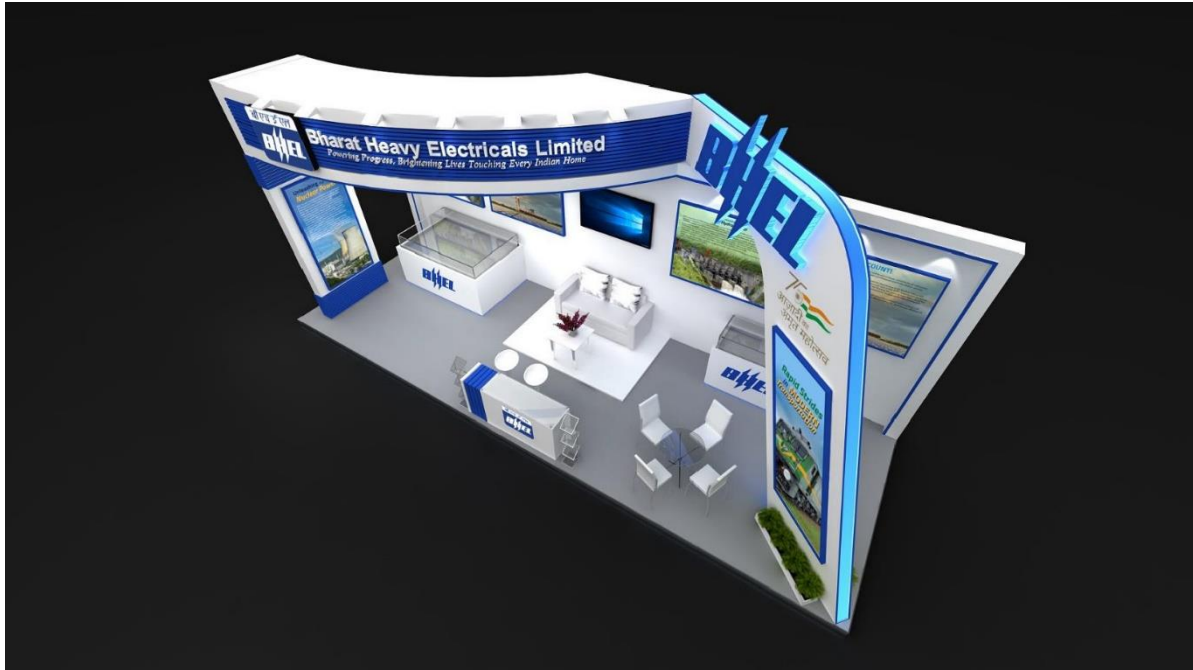
Sign & Stamp of the Bidder

Ajmal Tomar
अजमल तोमर / Ajmal Tomar
उप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी एच ई एल, हाउस, सीटी फोर्ट, नई दिल्ली-110049
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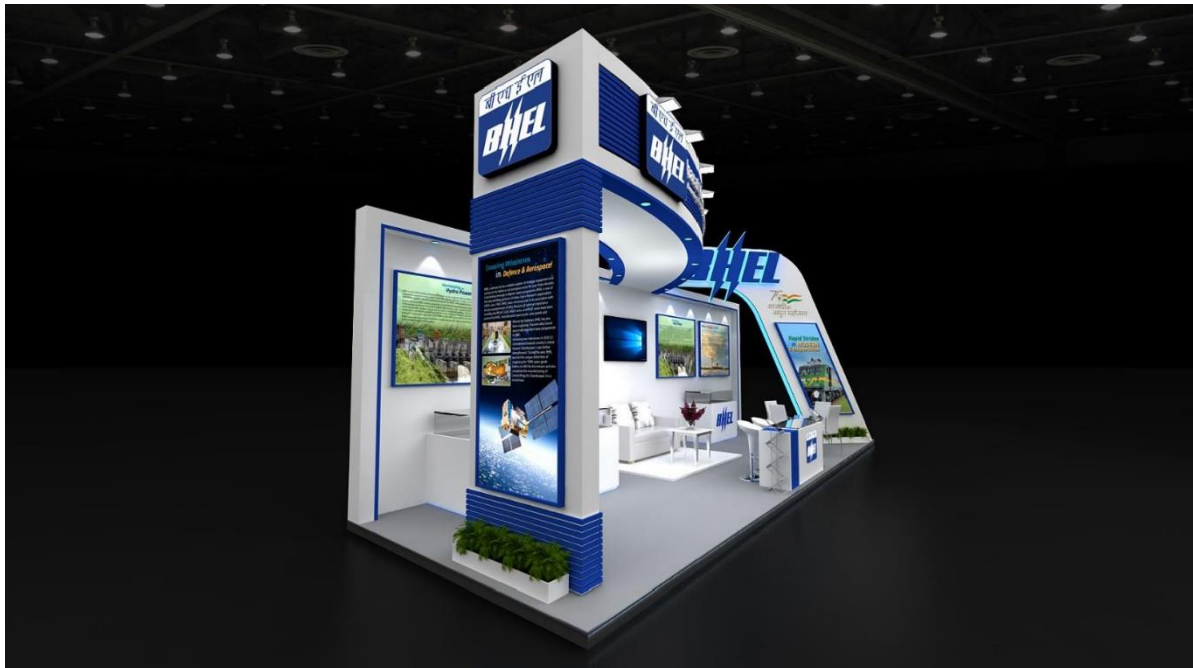
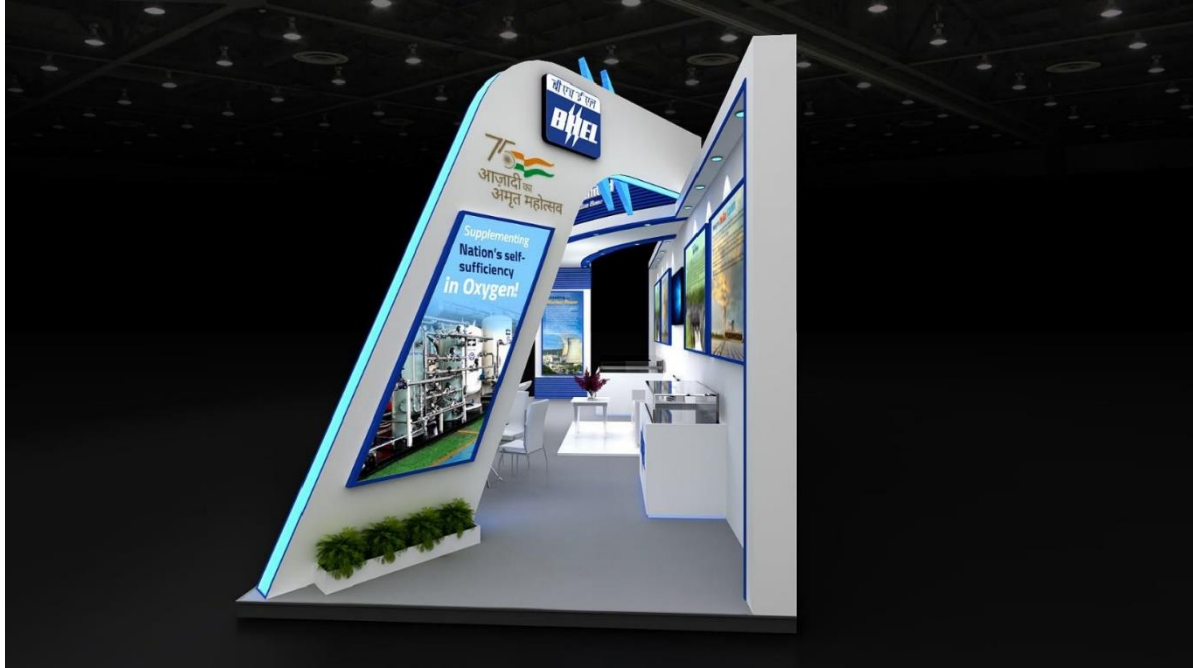
Ajmal Tomar
अजमल तोमर / Ajmal Tomar
उप प्रबंधक / Dy. Manager
कॉर्पोरेट कम्युनिकेशन / Corporate Communication
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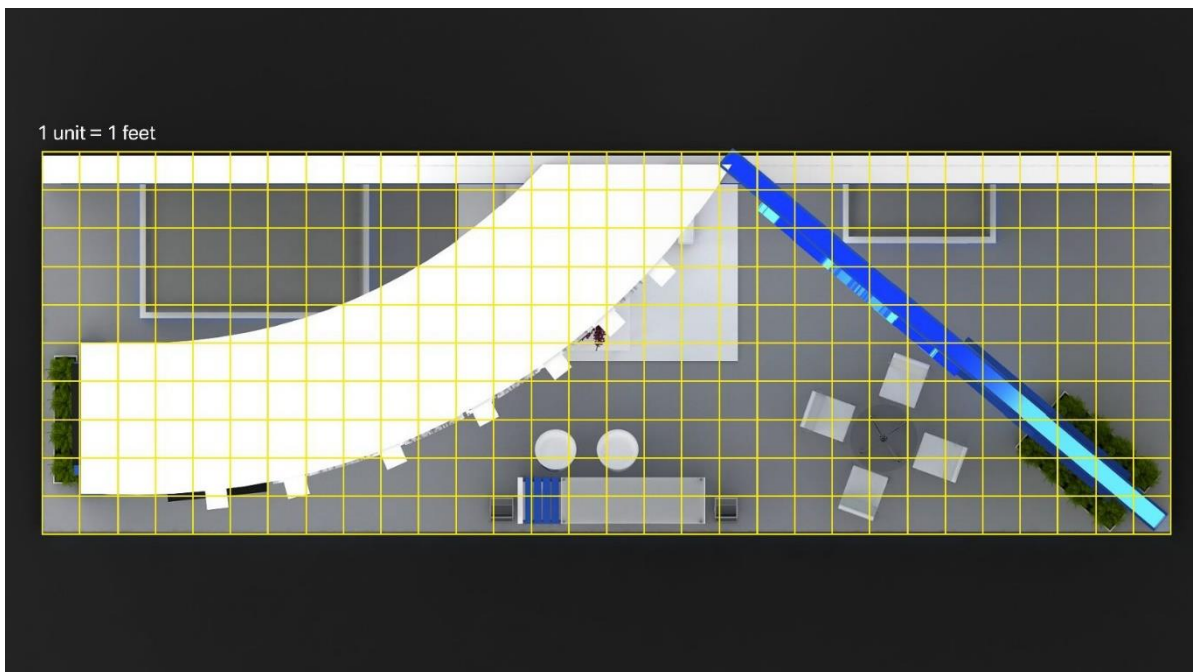
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Tomas
छजनव सोमर / Ujjwal Tomar
उप प्रबन्धक / Dy. Manager
कॉर्पोरेट कम्युनिकेशन / Corporate Communication
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उप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
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Annexure III

BILL OF QUALITY / SCOPE OF WORK

S. N.	Description of Item	Qty.	Unit
A	Flooring (Stall Size : 9m x 3m)		
1	Raised wooden platform / base (height - 6 inch)	27	sqm
2	Vinyl flooring (light grey) as per the design & requirement	27	sqm
3	Inlit skirting (blue light) on platform with aluminium L-Channel along 3 open sides (9m + 3m + 3m)	15	meter
B	Structural Items		
1	Wooden Back Wall (9 m x 3 m ~10ft) with 8 inch pelmet / extruded border on top & two sides as per design	27	sqm
2	Curved fascia structure (3 ft high over 10 ft) with Pillars (1 vertical column (13 ft x 4ft x 6 inch) & 1 slanting column (4ft wide x 6 inch thick) finish & layout as per design	1	LS
3	Wooden podium with inside storage space of size 90 cm(L) x 90 cm (B) x 60 cm(H) as per design	1	nos.
4	Wooden podium with inside storage space of size 180 cm(L) x 60cm(B) x 90cm(H) as per design	1	nos.
C	Furniture Items		
1	Reception counter 120cm (L) x 90cm (D) x 90cm(H) (colour & finish as per design)	1	Nos
2	Bar Stool for Reception	1	Nos
3	Two-seater sofa	1	Nos
4	Center table	1	Nos
5	Round Table (small size)	1	Nos
6	Chairs	4	Nos
D	Brandings, Signages & Display		
1	LED TV (65 inch) with USB provision (to be installed as per layout design)	1	Nos
2	Backlit branding panels (5ft (W) by 4ft (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame as per design	4	Nos.
3	Backlit branding panels (3ft (W) by 6ft (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame as per design (2 vertical & 2 slanting)	4	Nos.
4	Backlit Logo Signage (30 inch (W) by 25 inch (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame for fascia as per design	3	Nos.
5	BHEL cut letter set (42 inch letter height 'B') made from MDF board with backlit edges for fascia as per design	1	Nos.
6	BHEL company name lettering set (Full name) made from MDF board for fascia as per design	1	Nos.
7	AKAM logo (3ft (W) by 2ft (H)) made from MDF board for fascia as per design	2	Nos.
8	Prints on Vinyl media (cut letters for company logo, slogan, name, etc.) as per design & requirement	40	sqft

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Ujjwal Tomar
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ग्रुप प्रबंधक / Dy. Manager
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E	Lighting & Electricals Items		
1	Concealed LED Spot lights, front lights, other general lighting, sockets / charging points, as per design & requirement including distribution board & cabling - complying to safety regulations of the venue.	1	--
F	Miscellaneous Items		
1	Planter Box with plants as per design	3	Nos
2	Flower basket (small) for centre table & reception table	8	Nos
3	Flower bouquets (standard size)	5	Nos
4	Glass Bowl for Visiting Cards	1	Nos
5	Glass Bowl for Candies	1	Nos
6	Visitors Book with Gel Pen	1	Nos
7	Brochure / Literature stand with minimum 4 pockets each	2	Nos
8	250 ml mineral water bottles	100	Nos
9	Candies (Packet of 100 candies)	8	Nos.
10	Scissors, tray with red ribbon, cello tape, velvet cloth etc. for inauguration of stall	1	Set
11	Service boy in uniform for housekeeping & other requirements of stall (for all 4 days)	1	Manpower
12	Services of Hostess (Hindi & English speaking in ethnic attire /saree (for all 4 days)	1	Manpower

Note:

1. All items/ services (except consumables) are on hire basis only.
2. Variation in size or quantities if any, will be governed by the unit rates quoted or pro rata basis, as applicable.

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उज्जवल सोमरा / Ujjwal Tomar
उप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
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TERMS AND CONDITIONS

A. GENERAL INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed. Bidder should note specifically that all pages of tender document, including the NIT page for this tender shall be submitted by them after signing/ stamping on each page as a part of their offer. Price shall not be mentioned by them anywhere, except in the Price Bid (Annexure V).
2. The bidders are advised to obtain all the necessary information related to the scope of work/ specifications before submitting their offers. Any queries regarding this tender may be clarified from the Dy. Manager (Corp. Comm.) on landline no. 011-66337399 or e-mail: ujjwal@bhel.in.
3. All the tender documents including Corrigendum/Addendum shall be uploaded on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
4. No overwriting / correction in tender documents by bidder shall be allowed. However, if correction is unavoidable, the same must be counter-signed & stamped.
5. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
6. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
7. The bidders or their representative may attend the opening of the bid, if they so desire.

B. SPECIAL TERMS & CONDITIONS

1. Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
2. The rates/amount/percentage quoted by the bidder will be firm till the contract period and price variation and escalation due to increase in service/manpower/material cost shall not be acceptable in any case. The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work.
3. **VALIDITY OF BID/RATES:** Your offer should remain valid till 90 days from the date of opening of sealed bid.

4. NO DEVIATION CERTIFICATE / ACCEPTANCE OF TERMS AND CONDITIONS

- a) The bidder should accept all terms & conditions of the tender unconditionally. Bidders are required to submit a 'No Deviation Certificate' as per format in **Annexure - VI**.
- b) Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure IV or any counter terms and conditions by the bidder in the Tender shall not be considered and may lead to outright rejection of such offer.

5. **EVALUTION CRITERIA & AWARD OF WORK:** Evaluation of bid will be on total cost to 'BHEL' i.e. Evaluation of Price Bid will be done on overall L-1 rate i.e. Total Amount excluding GST. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after

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soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Please note that the award of work / work order shall be placed on the L-1 bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.

6. **PRICE**

- Price quoted should be firm during the duration of contract.
- Price quoted shall be all inclusive except GST, which should be indicated separately in the column provided in the **Price Bid** enclosed as **Annexure - V**.
- Price to be filled-in strictly as per the **Price Bid** enclosed as **Annexure - V**. Change in Performa is not allowed and the bid is liable to be rejected.
- The bidders are required to quote essentially for the entire scope of work.
- Offers not fulfilling any of the above conditions are liable for rejection.

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

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

8. **TAXES & DUTIES**

- It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Bid enclosed as **Annexure V**.
- To enable BHEL to avail GST Input tax credit, party shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi. Payment shall be made to the party only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor/agency, the same shall be to party's account and the same shall be withheld/recovered from party.
- Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the party 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 to be provided to party.
- Applicable GST shall also be recoverable from the contractor/bidder in case of LD recovery/penalty.

Sign & Stamp of the Bidder


अजित कुमार / Ajit Kumar
उप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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9. **TERMS OF PAYMENT**

- Full payment shall be made within 30 days of satisfactory completion of the job/services and receipt of in-discrepant bill.
- While making the payment, statutory deductions as applicable, shall be made by BHEL.
- BHEL reserves the right to make payment through EFT mode.

10. **QUALITY STANDARDS & LIQUIDATED DAMAGES - QUALITY:** The agency shall deploy only skillful & technically sound staff/manpower for the fabrication work & associated services. All items/product/services shall conform to the scope of work, design layout and technical specifications mentioned in this tender enquiry. If the provided service/product does not match with the quality and specifications mentioned, BHEL will not be obliged to accept the product/ service(s) as applicable and rework has to be done by the agency at no extra cost. If at all it is accepted, Liquidated Damages (LD) shall be imposed at a rate decided by BHEL.

11. **COMPLETION PERIOD:** The fabrication work as per the scope & technical specifications has to be completed as per the timelines given below failing which liquidated damages (L.D.) will be imposed.

TIMELINES / SCHEDULE OF WORK

S.N.	Description / Activity	Due Date
1.	Date of receipt of Lol / Work Order and other information from BHEL	02.06.2022 (on or before)
2.	Release of Designs / creatives for printing	04.06.2022
3.	Taking possession of space at exhibition site and commencement of fabrication of stall.	06.06.2022 (12 Noon)
4.	Making the stall ready in all respect & Handing over the Stall to BHEL	08.06.2022

12. **LIQUIDATED DAMAGES - DELAY:** Any delay in completion of the job attributable to the bidder w.r.t. timelines given above, will invite imposition of LD @1% per hour or part thereof on the value of items which have been delayed subject to a maximum of 10% of the total price. Value of Goods delayed shall be derived on pro-rata basis from total order value. However, in absence of the stall readiness or major item(s) impacting upon the entire stall by the inauguration time of the exhibition, no charges would be payable irrespective of portion of work completed. In case of any amendment/revision, the LD shall be linked to the amended/ revised Work Order value.

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

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

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

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tackles etc. including PPE (personal protective Equipments) to accomplish the job/services under the contract.

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

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

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

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

18. **SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against agencies by suspending business dealings with them in line with BHEL guidelines issued from time to time, in following cases: -

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

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मुख्य प्रबंधक / Dy. Manager
आंतरिक संचार / Corporate Communication
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19. IDENTITY CARDS:

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

20. VARIATION IN SIZE / QUANTITY: Variation in size or quantities if any, will be governed by the unit rates quoted or pro rata basis, as applicable.

21. ARBITRATION

- a) In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arise between BHEL and the bidder in connection with or arising out of the Order/Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.
- b) Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause above, shall be finally settled by Arbitration.
- c) Any dispute shall be referred to the sole arbitration of Head of Corporate Communication of BHEL or his nominee, within 45 days of the receipt of the notice invoking arbitration.
- d) Subject as aforesaid, the Arbitration proceedings shall be conducted;
 - i. In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
 - ii. The place of Arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
 - iii. The language of the Arbitration Proceedings shall be English.
 - iv. The law governing the arbitration proceeding shall be the Indian law and
 - v. The cost of arbitration shall be borne equally by the parties.
- e) The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court.
- f) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless they otherwise agree.

22. EFFECT AND JURISDICTION OF CONTRACT

The law applicable to this contract shall be the laws in force in India. The courts in Delhi, India, shall have exclusive jurisdiction in all matters arising under and on account of this contract.

23. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY

If the Agency / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery 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 services 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

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मुख्य प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
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composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Agency) 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 (Agency) 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 (Agency) and the Seller/Contractor (Agency) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Agency) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Agency) shall on no account be entitled to any gain on such repurchases.

24. Integrity commitment, performance of the contract and punitive action thereof:

Commitment by BHEL:

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

Commitment by Bidder/ Supplier/ Contractor:

- The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

25. FORCE MAJEURE

- a) “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the

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- 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.
- b) 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 02 (two) days after the occurrence of such event.
- c) 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.
- d) Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or 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.
- e) A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

26. RISK PURCHASE

- a) In the event the bidder has failed to deliver any part of the service within the time stipulated, BHEL may arrange it from elsewhere at the risk and the cost of the bidder. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clauses 10 & 12 above.
- b) If the bidder fails to deliver services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses or is unable to supply services or materials covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

27. **FRAUD PREVENTION POLICY** : The Bidder along with its associate/collaborators/sub-contractors/sub-vendor/agency/ consultants shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
28. BHEL will have no liability whatsoever concerning the persons deployed by the agency for the subject work. The agency shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the agency.



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

30. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

31. INCOMPLETE TENDERS

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

32. CANCEL/SCRAP OF TENDER

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

33. CONFIDENTIALITY

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

34. AUTHORISED OFFICER

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

35. CONTACT PERSONS

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

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

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

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उप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
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Annexure V

PRICE BID

S. N.	Description of Item	Qty.	Unit	Unit Rate (in Rs.)	Amount (in Rs.)
A	Flooring (Stall Size : 9m x 3m)			XXXXXXXX	XXXXXXXX
1	Raised wooden platform / base (height - 6 inch)	27	sqm		
2	Vinyl flooring (light grey) as per the design & requirement	27	sqm		
3	Inlit skirting (blue light) on platform with aluminium L-Channel along 3 open sides (9m + 3m + 3m)	15	meter		
B	Structural Items			XXXXXXXX	XXXXXXXX
1	Wooden Back Wall (9 m x 3 m ~10ft) with 8 inch pelmet / extruded border on top & two sides as per design	27	sqm		
2	Curved fascia structure (3 ft high over 10 ft) with Pillars (1 vertical column (13 ft x 4ft x 6 inch) & 1 slanting column (4ft wide x 6 inch thick) finish & layout as per design	1	LS		
3	Wooden podium with inside storage space of size 90 cm(L) x 90 cm (B) x 60 cm(H) as per design	1	nos.		
4	Wooden podium with inside storage space of size 180 cm(L) x 60cm(B) x 90cm(H) as per design	1	nos.		
C	Furniture Items			XXXXXXXX	XXXXXXXX
1	Reception counter 120cm (L) x 90cm (D) x 90cm(H) (colour & finish as per design)	1	Nos		
2	Bar Stool for Reception	1	Nos		
3	Two-seater sofa	1	Nos		
4	Center table	1	Nos		
5	Round Table (small size)	1	Nos		
6	Chairs	4	Nos		
D	Brandings, Signages & Display			XXXXXXXX	XXXXXXXX
1	LED TV (65 inch) with USB provision (to be installed as per layout design)	1	Nos		
2	Backlit branding panels (5ft (W) by 4ft (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame as per design	4	Nos.		
3	Backlit branding panels (3ft (W) by 6ft (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame as per design (2 vertical & 2 slanting)	4	Nos.		
4	Backlit Logo Signage (30 inch (W) by 25 inch (H)) printed on high quality translite material with adequate LED Module lights mounted on 4/6 inch thick wooden frame for fascia as per design	3	Nos.		

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Ujjwal Tomar
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ग्रुप प्रबंधक / Dy. Manager
कॉर्पोरेट संचार / Corporate Communication
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5	BHEL cut letter set (42 inch letter height 'B') made from MDF board with backlit edges for fascia as per design	1	Nos.		
6	BHEL company name lettering set (Full name) made from MDF board for fascia as per design	1	Nos.		
7	AKAM logo (3ft (W) by 2ft (H)) made from MDF board for fascia as per design	2	Nos.		
8	Prints on Vinyl media (cut letters for company logo, slogan, name, etc.) as per design & requirement	40	sqft		
E	Lighting & Electricals Items			XXXXXXXX	XXXXXXXX
1	Concealed LED Spot lights, front lights, other general lighting, sockets / charging points, as per design & requirement including distribution board & cabling - complying to safety regulations of the venue.	1	Lump sum		
F	Miscellaneous Items			XXXXXXXX	XXXXXXXX
1	Planter Box with plants as per design	3	Nos		
2	Flower basket (small) for centre table & reception table	8	Nos		
3	Flower bouquets (standard size)	5	Nos		
4	Glass Bowl for Visiting Cards	1	Nos		
5	Glass Bowl for Candies	1	Nos		
6	Visitors Book with Gel Pen	1	Nos		
7	Brochure / Literature stand with minimum 4 pockets each	2	Nos		
8	250 ml mineral water bottles	100	Nos		
9	Candies (Packet of 100 candies)	8	Nos.		
10	Scissors, tray with red ribbon, cello tape, velvet cloth etc. for inauguration of stall	1	Set		
11	Service boy in uniform for housekeeping & other requirements of stall (for all 4 days)	1	Manpower		
12	Services of Hostess (Hindi & English speaking in ethnic attire /saree (for all 4 days)	1	Manpower		
G	Total inclusive of all (Fabrication, Transportation, Dismantling etc.) but excluding GST (in Rs.)				
H	GST@_____				

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उज्ज्वल तोमर / Ujjwal Tomar
उप प्रबंधक / Dy. Manager
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Annexure VI

NO DEVIATION CERTIFICATE

(To be submitted along with sealed bid)

It is certified that we have read and understood all the terms and conditions of the **Tender No. Corp. Comm./EXDM/AKAM/2022-23 dated 26.05.2022.**

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 No.s 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

Signature of Authorized Signatory

Name/Designation and Seal of the bidder

Date:

Place:

Sign & Stamp of the Bidder


उज्जवल सोमरा / Ujjwal Tomar
उप प्रबंधक / Dy. Manager
भारतीय भारती / Corporate Communication
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