

Bharat Heavy Electricals Limited Corporate Communication, New Delhi

CC/EXDM/ELECRAMA/2024-25 30.01.2025

NOTICE INVITING LIMITED TENDER

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All Advertising Agencies
Empanelled with Corporate Communication, BHEL, New Delhi
Refer Contract Agreement No. CC/ADEM/01/2022-23 dated 29.09.2023

Dear Sir/Madam

Subject: Fabrication of BHEL's Stall & associated services for ELECRAMA 2025 organised by IEEMA from 22nd to 26th February 2025 at India Expo Mart, Greater Noida.

BHEL is India's largest engineering and manufacturing enterprise in the energy and infrastructure sectors. Established in 1964, we are a leading power equipment manufacturer globally and one of the earliest and leading contributors towards building an Aatmanirbhar Bharat.

BHEL intends to participate in ELECRAMA 2025 organised by IEEMA from 22nd to 26th February 2025 at India Expo Mart, Greater Noida.

BHEL invites your best competitive offer for fabrication of BHEL Stall (Hall 4 – Stall No. A18, Area: 72 sqm., 12m x 6m, 3-side open) and associated services for the above exhibition on turnkey basis as per the 3D stall design, layout, scope of work / BOQ, technical specifications and terms & conditions mentioned in this tender enquiry.

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

S. N.	Particulars	Description
1	Tender Ref. No.	CC/EXDM/ELECRAMA/2024-25 dated 30.01.2025
2	Tender Title	Fabrication of BHEL's Stall & associated services for ELECRAMA 2025
3	Tender Type	Limited Tender
4	Mode for Submission of Offer	Bidders have to submit their bids/offers electronically/ through online only by logging to BHEL e-Procurement portal https://eprocurebhel.co.in/ . Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.
5	Corrigendum/Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal https://eprocurebhel.co.in/. Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.
6	Last Date and Time of Receipt of Tender	On or before 1300 hrs. on 04.02.2025
7	Opening of Price Bid	At 1400 hrs. on 04.02.2025



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

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

- Possession of Raw/Stall Space: 16th February 2025, 1400 hrs. or as given by organizer (IEEMA)
- Completion of all work & handing over the stall to BHEL: 20th February 2025 (1400 Hrs.)
- Exhibition Schedule: 22nd to 26th February 2025 (1000 Hrs. to 1800 Hrs.)
- Removal/Dismantling of items: 26th February 2025 (after expo closure /1700 hrs.)

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

Tender Document

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

Price Bid

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

Thanking you,

Yours faithfully,

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

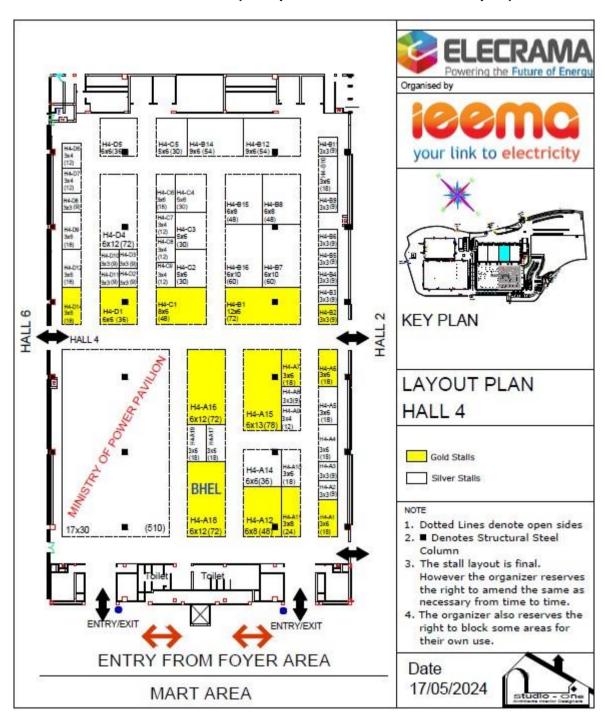


Bharat Heavy Electricals Limited Corporate Communication, New Delhi

Annexure I

EXHIBITION HALL PLAN

HALL 4 - Stall A18 (72 sq. m - 12 m x 6 m - 3 side open)





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Annexure II

3D STALL DESIGN

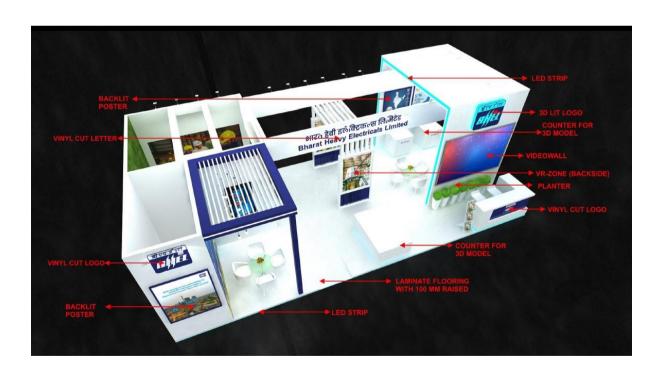






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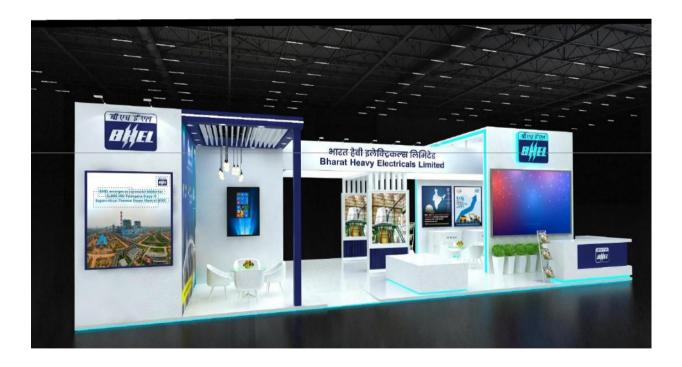






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Annexure III

BILL OF QUANTITY (BOQ) / SCOPE OF WORK

S. No.	Description of Item	Quantity	Unit
1	Raised (100 mm) wooden platform of size 12 m x 6 m with Laminate flooring (white colour), Inlit (LED strip) skirting (blue light) with aluminium L-Channel and a ramp on platform as per approved design, colour & paint finish		sqm
2	Wooden Panel Walls (100 mm thick & 3.5 m high) as per approved design, colour & paint finish	1	LS
3	Fascias, ceiling, pillars & other wooden / structural members for support as per approved design, colour & paint finish	1	LS
4	Wooden podiums for displaying exhibits of size 180 cm (L) x 120 cm (B) x 60 cm (H) as per approved design, colour & paint finish	1	nos.
5	Wooden podiums for displaying exhibits of size 90 cm (L) x 90 cm (B) x 90 cm (H) as per approved design, colour & paint finish	2	nos.
6	Reception counter (L-shape) of size 210 cm (L) x 120 cm (D) x 90cm (H) as per approved design, colour & paint finish	1	nos.
7	Glass Door - 3 Panels of size 8ft (W) x 7ft (H) with frosted film as per approved design & specifications	1	nos.
8	Pantry area with door & inside storage shelf/rack	1	LS
9	Two-seater sofa (White)	1	nos.
10	Single-seater sofa (white)	4	nos.
11	Center table	1	nos.
12	Bar Stool for Reception (white)	2	nos.
13	Round Table (small size)	2	nos.
14	Chairs (white)	8	nos.
15	Compact Refrigerator	1	nos.
16	Compact tea/coffee vending machine with consumables for ~500 nos. cups (including provision for black, green tea, creamer & sugar cubes, or pouch, disposable cups, spoons, tissue napkins, napkin holders & service trays)	1	nos.
17	Bone China crockery set for serving tea & snacks (cups, plates, spoons, glasses & bowls)	1	set
18	LED Wall Screen of size 8 ft (W) x 6.5 ft (H) with sound system, laptop & complete console	52	sq.ft.
19	Touch Screen / Interactive LED TV (42 inch) with Laptop, USB provision, mounted on wall /stand	1	nos.
20	LED TV (42 inch) with USB provision, mounted on a wooden podium / stand	1	nos.
21	VR-Headset & associated accessories for Virtual Reality experience	1	set
22	Backlit branding panels (4 ft (W) x 5 ft (H)) printed on high quality translite material with adequate LED lights mounted on 4/6 inch thick wooden frame as per design	5	nos.



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

23	Backlit branding panels (3 ft (W) x 4 ft (H)) printed on high quality translite material with adequate LED lights mounted on 4/6 inch thick wooden frame as per design	3	nos.
24	3D Acrylic Cut Backlit BHEL Logo of size (1050 mm x 857 mm) with LED Lights for fascia	3	nos.
25	MDF Cut Letters (12 mm thick, 7-inch letter height) for company name in Hindi & English (approx. size - 4200 mm (W) x 600 mm (H))	2	Set
26	Digital printing of posters / panels in high quality / vinyl photo medium	500	sq.ft.
27	Prints on Vinyl media (cut letters for company logo etc.) as per design & requirement	100	sq.ft.
28	Concealed LED spot/focus lights, metal/front/arm lights, decorative bulb lighting and other general lighting, sockets / charging points, as per design & requirement including distribution board & cabling - complying to safety regulations of the expo venue.	1	LS
29	Biscuits (Digestive / Salted) (250 gram)	40	pkt.
30	Peanuts Salted / Roasted (200 gram)	40	pkt.
31	Canned Cold Drinks (250 ml)	200	nos.
32	Planters with plants as per design	10	nos.
33	Flower basket (small) for centre table & reception table	12	nos.
34	Flower bouquets (standard size)	12	nos.
35	Glass Bowl for Visiting Cards	1	nos.
36	Glass Bowl for Candies	1	nos.
37	Visitors Book with Gel Pen	1	nos.
38	Brochure / Literature stand with minimum 4 pockets each	2	nos.
39	250 ml mineral water bottles	500	nos.
40	Assorted Candies (Packet of 100 candies)	6	pkt.
41	Scissors, tray with red ribbon, cello tape, velvet cloth etc. for inauguration of stall	1	set
42	Operator cum Service boy in uniform for all 5 days	1	nos.
43	Hostess (English & Hindi speaking) in business /ethnic attire for all 5 days	1	nos.
44	Working Lunch packet for Official Staff	60	nos.
45	Waste bins	2	Nos.

Note:

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



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

Annexure - IV

TERMS AND CONDITIONS

A) INSTRUCTIONS TO TENDERERS FOR E-PROCUREMENT

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



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

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

B) SPECIAL TERMS & CONDITIONS

- 1. **VALIDITY OF BID/RATES:** Your offer should remain valid till 90 days from the date of opening of sealed bid.
- 2. EVALUTION CRITERIA & AWARD OF WORK: Evaluation of Price Bid will be done on overall L-1 rate i.e. Total Amount excluding GST (Refer Cell No. BA59 against Quoted Rate in Figures). In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Please note that the award of work / work order shall be placed on the L-1 bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.

3. PRICE

- a) Basic/Estimated rates (excluding GST) have been disclosed in the Price/BOQ Format and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote/select a single overall percentage on the estimated amount i.e. Excess (+) / Less (-) as per Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- b) The rates/amount/percentage quoted by the bidder will be firm till the contract period and price variation and escalation due to increase in service/manpower/material cost shall not be acceptable in any case. The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all (except GST) and any other incidental works required to complete the work. GST@18% or % as applicable shall be payable extra as per statutory norms.
- c) Price has to be filled in the Price Bid (.xls format) enclosed as Annexure V. Change in Performa is not allowed and the bid is liable to be rejected.
- d) Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- e) Offers not fulfilling any of the above conditions are liable for rejection.
- 4. <u>CORRECTION OF ARITHMETIC ERRORS:</u> Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

5. TAXES & DUTIES

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

6. TERMS OF PAYMENT

- (i) Payment shall be made to agency only after submission of GST compliant tax invoice as mentioned above and other relevant documents.
- (ii) Bills raised by the agency shall be certified by the official in-charge of BHEL and the payments will be made against the final bill within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned in Taxes & Duties.
- (iii) BHEL reserves the right to make the payment through NEFT mode.
- (iv) No advance payment or payment for mobilization of work will be made to the agency.
- (v) No interest shall be payable for delay in making the payments. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.



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7. **COMPLETION PERIOD:**

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

- Possession of Raw/Stall Space: 16th February 2025, 1400 hrs. or as given by IEEMA
- Completion of work & handing over the stall to BHEL: 20th February 2025 (1400 Hrs.)
- Exhibition Schedule: 22nd to 26th February 2025 (1000 Hrs. to 1800 Hrs.)
- Removal/Dismantling of items: 26th February 2025 (after expo closure /1700 hrs.)

All works w.r.t. fabrication of BHEL's stall & associated activities as per design & specifications have to be completed/delivered on or before 20th February 2025 (1400 Hours).

8. LIQUIDATED DAMAGES FOR DELAY:

All works w.r.t. fabrication of BHEL's stall & associated activities as per design & specifications have to be completed on or before 20th February 2025 (1400 Hours). Any delay in completion of the job attributable to the agency within schedule date & time will invite imposition of LD @ 1% per hour or part thereof (on contract value) subject to a maximum of 10% of the total value. However, in the absence of the stall readiness or delay in major item(s) impacting upon the entire stall, no charges would be payable irrespective of portion of work completed.

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

10. SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT:

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

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

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



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
- 11. **ELECTRICITY CONNECTION:** The organizer shall provide electricity connection to the agency from the nearest source available. The agency has to make necessary arrangements (Cable etc.) for connecting the power supply from the main source.
- 12. <u>SUPERVISION OF WORK:</u> The agency will deploy sufficient numbers of Supervisors/ Technical Staff to ensure proper execution of work. The work has to be undertaken as per the instructions of Official-in-charge of BHEL.
- 13. **CARE OF EXISTING STRUCTURE:** Proper care shall be taken by the agency to avoid any damage to the existing structure during execution of work. In case of any damage caused to the structure/building etc. attributable to the agency, the agency shall be responsible for repairing all the damages and restoring the same to their original finish at their own cost. The agency shall also remove all unwanted and waste materials arising out of subject work from the site after completion of job.

14. SUSPENSION OF BUSINESS DEALINGS

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".

15. IDENTITY CARDS:

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

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

17. **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.



Bharat Heavy Electricals Limited Corporate Communication. New Delhi

- 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.

18. **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.

19. 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 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 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.



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

20. 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".

21. 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 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.



Bharat Heavy Electricals Limited Corporate Communication. New Delhi

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.

22. 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 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.
- 23. 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.
- 24. The vendor/agency shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
- 25. 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.

26. 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.

27. CANCEL/SCRAP OF TENDER

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

28. 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.

29. OTHER CONTRACTUAL OBLIGATIONS

- a) BHEL will have no liability whatsoever concerning the persons deployed by the vendor/service provider for the subject work. The vendor/service provider shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the vendor/service provider.
- b) The vendor/service provider will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

the negligence or carelessness of workforce, the vendor/service provider will be responsible and shall make good of the same.

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

30. 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.

31. CONTACT PERSONS

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

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

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

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

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



Bharat Heavy Electricals Limited Corporate Communication, New Delhi

STEPS TO FILL ONLINE PRICE BID (.xls format)



(This BOQ template must not be modified/replaced by the bidder and the same should be uple aded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT#	NUMBER #	TEXT#	NUMBER	NUMBER #	
SI. No.	Item Description	Quantity	Units	Estimated Rate excluding GST in Rs. P	Total Amount excluding GST in Rs. P	
1	2	4	5	6	53	
1	Raised (100 mm) wooden platform of size 12 m x 6 m with Laminate flooring (white colour), linit (LED strip) skirting (blue light) with aluminium L-Channel and a ramp on platform as per approved design, colour & paint finish	72	sqm	1710.00	123120.000	
2	Wooden Panel Walls (100 mm thick & 3.5 m high) as per approved design, colour & paint finish	1	LS	157500.00	157500.000	
3	Fascias, ceiling, pillars & other wooden / structural members for support as per approved design, colour & paint finish	1	LS	135000.00	135000.000	
4	Wooden podiums for displaying exhibits of size 180 cm (L) x 120 cm (B) x 60 cm (H) as per approved design, colour & paint finish	1	nos.	16200.00	16200.000	
5	Wooden podiums for displaying exhibits of size 90 cm (L) x 90 cm (B) x 90 cm (H) as per approved design, colour & paint finish	2	nos.	10800.00	21600.000	
6	Reception counter (L-shape) of size 210 cm (L) x 120 cm (D) x 90cm (H) as per approved design, colour & paint finish	1	nos.	18000.00	18000.000	
7	Glass Door - 3 Panels of size 8ft (W) x 7ft (H) with frosted film as per approved design & specifications	1	nos.	27000.00	27000.000	

	Select from the dro Excess (+) or Less			Step 3 Enter Percent	age here
Quoted Rate in Words	Step 2			Stop 2	
Quoted Rate in Figures			Select		0.00
Total in Figures					1141695.000
45	Wastebins	2	Nos.	450.00	900.000
44	Working Lunch packet for Official Staff	60	nos.	450.00	27000.000
43	Hostess (English & Hindi speaking) in business /ethnic attire for all 5 days	1	nos.	18000.00	18000.000
42	Operator cum Service boy in uniform for all 5 days	1	nos.	10800.00	10800.000
41	Scissors, tray with red ribbon, cello tape, velvet cloth etc. for inauguration of stall	1	set	1800.00	1800.000
40	Assorted Candies (Packet of 100 candies)	6	pkt.	180.00	1080.000
39	250 ml mineral water bottles	500	nos.	9.00	4500.000
38	Brochure / Literature stand with minimum 4 pockets each	2	nos.	1350.00	2700.000
37	Visitors Book with Gel Pen	1	nos.	675.00	675.000
36	Glass Bowl for Candies	1	nos.	450.00	450.000
35	Glass Bowl for Visiting Cards	1	nos.	450.00	450.000
34	Flower bouquets (standard size)	12	nos.	720.00	8640.000
33	Flower basket (small) for centre table & reception table	12	nos.	540.00	6480.000
32	Planters with plants as per design	10	nos.	720.00	7200.000
31	Canned Cold Drinks (250 ml)	200	nos.	40.50	8100.000
30	as wall mount (per sq. inch) Peanuts Salted / Roasted (200 gram)	40	pkt.	54.00	2160.000
29	to safety regulations of the expo venue. Biscuits (Digestive / Salted) (250 gram) With provision of stand as well	40	nld	45.00	1800.000
28	Concealed LED spot/focus lights, metal/front/arm lights, decorative bulb lighting and other general lighting, sockets / charging points, as per design & requirement including distribution board & cabling - complying	1	LS	67500.00	67500.000

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