



**BHARAT HEAVY ELECTRICALS LIMITED  
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17  
NOIDA, UP - 201301**



**TENDER DOCUMENT**

**FOR**

**Providing, Installation, Testing and Operation of Music system on hiring basis  
on the occasion of Lohri on 13th January, 2020 in BHEL Township, Sector 17,  
Noida.**

**NIT No. 38:AA:NOI:ADMN.:Games and Lohri (Music system):112:2019-20  
Dated: 06.01.2020**

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<b>Last date for Submission of offer</b>	<b>: 08.01.2020 upto 1500 hrs</b>
<b>Date of opening of Tender</b>	<b>: 08.01.2020 at 1530 Hrs</b>



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत  
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
फोन (का.)/ Tel.- 0120-3070956, फैक्स (Fax)- 0120-3070982

**NOTICE FOR INVITING SINGLE TENDER**

**NIT No. 38:AA:NOI:ADMN.:Games and Lohri (Music system):112:2019-20 Dated: 06.01.2020**  
**Last date of Submission of Sealed Tender: 08.01.2020 at 1500 Hrs.**  
**Date of opening of Tender: 08.01.2020 at 1530 Hrs.**

M/s. Subhash Light House & DJ Sound System,  
F-8, Sector-12, Noida

**Sub. : Providing, Installation, Testing and Operation of Music system on hiring basis on the occasion of Lohri on 13<sup>th</sup> January, 2020 in BHEL Township, Sector 17, Noida.**

Dear Sir,

We are pleased to invite your most competitive offer for Providing, Installation, Testing and Operation of Audio/ Music system consisting of following items including all the accessories like extension cords etc. on hiring basis on the occasion of Lohri on 13.01.2020 as per following terms & conditions and Price Format:

**PRICE FORMAT**

Sl. No.	Description of Items	Lump sum Price (Rs.)
1.	Providing, Installation, Testing and Operation of Music system consisting of following items including all the accessories like extension cords etc. on hiring basis on the occasion of Lohri on 13 <sup>th</sup> January, 2020. a) 02 nos. of speakers b) 01 no. mixer c) 02 no. wired mike d) 02 no. cordless mike e) Laptop with USB drive facility f) Other accessories not mentioned above and may be required for above set up and the standby of items as shown above	
2.		GST @ _____ %
3.		Net payable Amount (Rs.)

**Total in Words:** \_\_\_\_\_

**A. 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 further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.



2. EMD of ₹ 160/- (**Rupees One Hundred Sixty only**) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, or through Electronic Fund Transfer credited in BHEL account (before tender opening), must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any forms other than above mentioned will not be accepted.
3. Tender documents are also available on BHEL web site ([www.bhel.com](http://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 tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Rate shall be quoted for each item inclusive of all taxes but exclusive of Goods and Service Tax (GST) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
6. 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.
7. In case any typing error/other clerical errors is noticed by the tenderer, 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 tenderer.
8. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
9. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer.** Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070956 / mobile No.- 8800957694 or e-mail : [omender@bhel.in](mailto:omender@bhel.in)
10. The tenderers or their representative may attend the opening of Tender Bids, if they so desire. The tenders shall be opened on schedule date & time even if the bidders or their representative are not present.

**B. GENERAL TERMS & CONDITIONS: -**

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)
- 4) The Tenderers 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.
- 5) Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed.
- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. The GST shall be quoted extra in the same price bid format.
- 7) Bid 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.
- 8) **EARNEST MONEY DEPOSIT (EMD):**



- 1) The Earnest Money Deposit (EMD) of ₹ 160/- (**Rupees One Hundred Sixty only**) in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
  1. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  2. Electronic Fund Transfer credited in BHEL account (before tender opening)
  3. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  4. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL)
- 2) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- 3) EMD of the tenderer will be forfeited if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
  - iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 4) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 5) EMD shall not carry any interest.
- 6) EMD of successful tenderer will be retained as part of Security Deposit.
- 9) **SECURITY DEPOSIT:**
  - a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.
  - b) Security deposit may be furnished in any one of the following forms:
    - i) Cash (as permissible under the Income Tax Act)
    - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
    - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
    - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
    - v) Securities available from Indian Post offices such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
    - vi) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
    - vii) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
  - c) Security Deposit shall be released to the Contractor only after successful completion of work.
  - d) The Security Deposit shall not carry any interest.
  - e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.



- 10) **OFFER VALIDITY:** Validity of offer will be **10 days** from the date of opening of bid.
- 11) **EVALUTION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 3 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 12). **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.
  - In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price**
  - If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 13) **COMPLETION PERIOD:** All the arrangement with setting as per the instructions of Engineer-in-charge shall be completed latest by **04:30 PM on 13.01.2020**. The duration of Function will be 6 hours (approx.).
- 14) **QUANTITY VARIATION:** The quantity of any item mentioned in the Price Format may vary  $\pm 20\%$  during execution of work as per the direction of Engineer-in-charge. The payment would be made for the actual work done.
- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. .
- 16) **TAXES AND DUTIES:**
- As Goods and Services Tax (GST) has been introduced by Govt. of India in place of earlier taxes, the same shall be payable after submission of GST compliant tax invoices.
  - The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
  - Contractor shall submit GST compliant Tax 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 respective BHEL Unit/Office/Region as instructed by BHEL.
  - The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
  - Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
  - 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
  - Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account.
- 17) **PAYMENTS TERMS:**
- Payment shall be made for the actual executed quantity of items.
  - No advance payment or the payment for mobilization of work will be made to the contractor.
  - All payment will be subject to deduction of taxes at source as per rules.



- d) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- e) Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other terms & conditions mentioned in Clause above in Taxes & Duties.
- f) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- g) **The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**
- 18) **L.D. FOR BAD QUALITY OF SERVICES:** In case the Items/ services offered are not found satisfactory, an L.D. of up to 20% of total value will be deducted from the bill. For finalization of L. D. Engineer-In-Charges decision shall be final and binding on contractor.
- 19) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 20) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 21) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 22) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 23) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 24) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 25) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 26) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however,



in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

- 27) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

**C. SPECIAL TERMS & CONDITIONS:**

- 1) If necessary bidder may inspect the premises to access the quantum of materials required for the entire scope of work/services and quote accordingly. In case of submission of the tender, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
- 2) The complete Music system set up should be completed by 04:30 PM on 13.01.2020 at the venue.
- 3) All the instruments must be of high standard/quality as indicated at the description of the items above.
- 4) You have to ensure that there will be no hindrance in sound system during the program.
- 5) The contractor shall deploy a supervisor for supervision of full arrangement. He will follow all the instructions of the Engineer-in-charge.
- 6) After completion of function the contractor shall remove all the arrangement at the earliest without damaging any property of BHEL within the premises.

For & on behalf of "BHEL"

**(Omender Singh)**  
Sr. Engineer (HR-TAX)

**DECLARATION**

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also 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.

**(Signature & seal of the contractor)**

Place:

Date:



**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by 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.

**(Signature & seal of the contractor)**



BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)