



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

Tender Ref.No. AA:GAX:19:EV:101

Date: 05.12.2019

Due date & time of submission: 12.12.2019 latest by 12:00 hrs.

Sub: Open Tender for organizing BHEL Day at BHEL House, Siri Fort, New Delhi - 49 on 1st Jan, 2020.

BHEL Corporate Office invites offers in two parts, from well-established tent houses within 5 km radius of its premises at BHEL House, Siri Fort, ND - 110049, for organizing BHEL Day on 1st January 2020. Prospective parties are requested to submit the offers, as per tender terms & conditions, latest by 12:00 hrs. on 12.12.2019 to the office of the undersigned. Late & incomplete submissions are liable for rejection. Techno-commercial bids shall be opened at the office of the undersigned at 12:30 Hrs. on the due date of submission.

SCHEDULE & DETAILS OF TENDER

1.	Tender Reference No.	AA:GAX:19:EV:101
2.	Date of Issue of Tender:	05.12.2019
3.	Type of Tender	Open Tender
4.	Tender Title:	Tender for Tentage Arrangements for organizing BHEL Day at BHEL House, Siri Fort, New Delhi - 110049 on 1 st January, 2020
5.	Name of BHEL Office where work is to be carried out	BHEL Corporate Office BHEL, House, Siri Fort, New Delhi
6.	Last date/ time for receipt of tender:	12.12.2019 by 12:00 hrs.
7.	Date/ time of opening of (Part-I):	12.12.2019 by 12:30 hrs.
8.	Place of Submission of Tender / Bid:	Tender Box, placed at the back gate (no. 3) reception of Corporate Office, BHEL House, Siri Fort, New Delhi
9.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort, New Delhi
10.	Date/Time of price bid opening / Conducting Reverse Auction:	Will be intimated separately.
11.	Minimum Validity of tender offer:	90 days from the due date of submission of offer
12.	Scope of Work:	As mentioned in the NIT

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

Thanking you,

For & on behalf of Bharat Heavy Electricals Ltd.

राहुल सिंह / RAHUL SINGH
वरिष्ठ अभियंता / Senior Engineer
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, / BHEL House, Siri Fort,
नई दिल्ली-110049 / New Delhi-110049
(Rahul Singh)
Sr. Engineer (HR-GAX & ISMG)
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Techno-Commercial Bid (Part-I)

SECTION-I

GENERAL CONDITIONS

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. Bidders are advised to study complete tender documents carefully. Submission of bid by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.6. All entries in the tender documents should be in one ink.
- 1.1.7. 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.
- 1.1.8. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF TENDERS

- 1.2.1 Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
- 1.2.2 Bid submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- 1.2.3 **Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, etc.** Visit shall be made on any working day between 09:00AM to 05:30 PM with prior intimation to the tender issuing authority. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions.
- 1.2.4 After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications if any.
- 1.2.5 Bidder(s) are requested to drop their bid(s) in the Tender Box placed at the Ground floor of BHEL House near back gate (no. 3) security by the due date and time as specified in the NIT.

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Bids shall be opened by authorised Officer(s) of BHEL at BHEL House, Siri Fort, New Delhi – 110049, at the time and date as specified in the NIT, in the presence of such of those bidders or their authorised representatives who may choose to be present. In case if the scheduled date is happened to be a holiday or official off of BHEL, then the next working day shall be considered as the last date of submission of bids up to the time specified.

1.3. Tender Opening

- 1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting department and Finance department in the presence of representatives of contractors who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.
- 1.3.2. Price Bids of techno-commercially qualified (as per PQR) bidders shall be opened through the conventional price bid opening or BHEL may decide to conduct reverse auction for finalization of prices. BHEL's decision in this regard shall be final and binding on the bidder(s)
- 1.3.3. Price Bids of techno-commercially disqualified (as per PQR) bidders shall not be opened.
- 1.3.4. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids/ online reverse auction telephonically or email by BHEL or authorized service provider (in case of reverse auction).

1.4. LANGUAGE

- 1.4.1 The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For this purpose, the metric system of units shall be used.
- 1.4.2 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3 Currencies of Bid & Payment: Indian Rupees (₹) only.

1.5. QUALIFICATION OF BIDDERS

- 1.5.1 Only bidders who have previous experience in the supply of similar nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this tender duly detailing their experience along with offer.
- 1.5.2 Offers from bidders who do not have experience in the similar field as required in NIT shall not be considered.
- 1.5.3 Bidder who can provide all items & services as indicated at Annexure-E (Price Bid) shall be considered for evaluation. For this, Un-priced Bid (Annexure-D) shall be duly filled, i.e. 'Quoted' against items & services offered and 'Not Quoted' against items & services not offered.

1.6. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.

- 1.7.1 Technical Bids submitted by the bidder(s) will be opened first and evaluated w.r.t Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
- 1.7.2 Final evaluation of the bidders will be done based on Grand total amount arrived considering the tendered quantities of items / jobs. The Contract would be awarded to the bidder with lowest Cost To Company, for the said job.
- 1.7.3 In the event of more than one bidder having quoted identical lowest amount and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised grand total amount of the price bid format. This process would continue till the distinct L-1 rate is arrived.
- 1.7.4 Based on the outcome of Price-bid opening, the bidders would be ranked from L-1 position in ascending order.

1.7. VALIDITY OF OFFER: Offers shall remain valid for 90 days' period from the due date of submission of bids (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd.) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder.

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1.8. **REJECTION OF TENDER**

- a. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender
- b. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected by the BHEL. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
 - a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more bidders as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- c. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- d. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his bid, BHEL may at their discretion, cancel such bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character
- e. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned
- f. If the bidder(s) deliberately gives wrong information in his bid(s), BHEL reserves the right to reject such bid(s) at any stage or to cancel the contract if awarded and forfeit the Earnest Money/ any other money due.
- g. Canvassing in any form in connection with the bid(s) submitted by the bidder shall make his offer liable to rejection.
- h. In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact, along with the offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit, if any.

- 1.9. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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 <http://www.bhel.com> and/or under applicable legal provisions".

- 1.10. 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.

1.11. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-F**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money deposit (if any) at the time of tender submission. However, there is no exemption of security deposit submission (if any).
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.12. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 1.12.1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.12.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.12.3. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.12.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.12.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.12.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- #In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.*
- 1.13. The bid(s) submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.14. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1

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party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

- 1.15. 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.
- 1.16. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.17. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
- 1.18. The successful bidder will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.19. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.20. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.21. **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.
- 1.22. **POST TECHNICAL AUDIT OF WORK & 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.
- 1.23. Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considering the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 1.24. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 1.25. **ARBITRATION:**
 - a. Both the Company and Contractor hereby agree that In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.
Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
 - b. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
In the event of any dispute or difference relating to the interpretation and application of the provisions

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of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

1.30 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

- 1.31 **FORCE MAJEURE:** The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

- 1.32 **REVERSE AUCTION:** "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action

by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Agency(s), as available on www.bhel.com.

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the BHEL Unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Agency(s), as available on www.bhel.com

- 1.33 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

- 1.34 All the terms & conditions mentioned in this tender/bidding document shall form a part of the Agreement, which shall be executed between the successful Agency(s) and BHEL before commencement of the contract. Any other requirement of successful Agency(s) for execution of the contract shall be subject to mutual agreement in writing prior to award of the contract.

- 1.35 BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

- 1.36 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order or BHEL may cancel the tender without assigning any reason to the participated bidders. Bidders shall have no right of any type of claim if BHEL exercise the option of cancelling the tender.

1.37 **TAXES & DUTIES:**

- a. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c. GSTIN of BHEL will be provided to the contractor along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

1.38 **PAYMENT TERMS:**

- a. The payment of final bill will be made only after satisfactory completion & satisfactory quality of the work as per tender, clearance of the site & clearance of all the liabilities on agency's part. No claim will be entertained after signing the final bill.
- b. Payment shall be made as per the actual nos. of BOQ items provided by the agency, in line with tender terms & conditions.
- c. Bills raised by the Agency shall be certified by the official in-charge of BHEL and the payments will be made against final bill, within 15 days by NEFT/RTGS from the date of receipt of bill subject to conditions mentioned at Taxes & Duties. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

1.39 PENALTY CLAUSE:

It is expected that the service provider will provide the best services during entire event, as per tender terms & conditions. Complaint in any of the services/arrangements shall lead to penalty of 2% minimum & 10% maximum for the said service as mentioned in Price Bid Format. The GST shall be applicable on all LD/Penalties on same rate after certification of officer-in charge. Decision of BHEL shall be final & binding on the agency / contractor.

- 1.40** Bidder who intends to participate as “Startups” company should fulfil all the conditions of Startups as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. They will also enclose the Certificate of Recognition issued by DIPP.

Further necessarily, they have to submit the declaration to the effect on their letter head as prescribed below and must be signed and stamped by the authorized person.

DECLARATION IN CASE OF START-UP COMPANIES

We are a “Start-up” company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

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Techno-Commercial Bid (Part-I)

SECTION-II

A. PRE-QUALIFYING CRITERIA FOR THE BIDDER(S)

- i. The experience of having successfully completed or currently executing *similar Job/ services** during last 7 years ending on 30th November, 2019 should be either of the following:
 - a. The bidder should have executed three similar jobs / services with contract business volume of each not less than an amount equal to **Rs. 86,000.00**
OR
 - b. The bidder should have executed two similar jobs / services with contract business volume of each not less than an amount equal to **Rs. 1,07,500.00.**
OR
 - c. The bidder should have executed one similar job / service with contract business volume not less than an amount equal to **Rs. 1,72,000.00.**

'Similar jobs/services' mentioned above shall be related/referred to "tentage and / or associated jobs / services / events".
- ii. The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.
- iii. Acceptance of all tender terms & conditions.
- iv. Acceptance to provide all items & services, as per Annexure-E. Only bidders who shall provide all items & services without exception, shall be considered for further evaluation.

B. DOCUMENTS REQUIRED AGAINST PQR

The Bidders should submit documents in support of pre - qualifying requirements as under, duly certified and stamped by their authorized signatory:

- i. Copy of Work order / Letter of Award / Email confirmation or any communication of work, for tentage and / or associated jobs / services / events, with date of job during last 07 years ending on 30th November, 2018, as required against S.No.A(i) above.
- ii. Copy of PAN and GSTIN Registration
- iii. Signed & stamped copy of tender document with all sections & annexures, duly filled, as a token of acceptance of all tender terms & conditions.
- iv. Un-priced Bid (Annexure-D) shall be duly filled, i.e. '**Quoted**' against items & services offered and '**Not Quoted**' against items & services not offered.

Note: BHEL reserves the right to verify pre-qualifying credentials of the Tenderer. BHEL also reserves the right to cross-check/verify the genuineness of the documents submitted along with the offer by the Tenderer. At any stage, BHEL may also ask for original documents and bidder/contractor has to submit the same. If at any stage, the document(s) submitted by bidder/contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor.

Relaxation of Norms for Startups & MSMEs: -

The condition of Prior Turnover and prior experience is relaxed for all Startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR 2017 or latest version and other DOE-PPD notifications for relaxation norms for Startups issued from time to time. Ref. DPE/5(1)/2014-Fin dated 8th Nov '16 circulating Dept. of Expenditure OM No. 20/2/2014.PPD(PT.) dated 25th July, 2016.

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Techno-Commercial Bid (Part-I)

SECTION-III

PROCEDURE FOR SUBMISSION OF TENDER

- 1.0 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: *Envelope of Part-1 “Techno-commercial Bid” shall contain documents required in Section-II above, including duly filed Un-priced Bid placed at Annexure-D;*

ENVELOPE 2: *Part-2 “Price Bid” shall contain Price-Bid format (Annexure-E) only.*

ENVELOPE 3: *These three separate covers/envelopes 1 and 2 shall together be enclosed in third envelope and this sealed cover shall be superscripted with tender number & due date.*

Part-1 of the tender will be opened first and evaluated. Bidders who qualify in Technical Bid (Part-1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful bidder by **opening of sealed paper price bid or by conducting online reverse auction**. Date of opening of sealed paper Price Bid/ online reverse auction will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.

- 2.0 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 3.0 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender “No Deviation Certificate” only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender
- 4.0 Bidder who can provide all items & services as indicated at Annexure-E (Price Bid) shall be considered for evaluation. For this, Un-priced Bid (Annexure-D) shall be duly filled, i.e. ‘Quoted’ against items & services offered and ‘Not Quoted’ against items & services not offered.

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ANNEXURE-A

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

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

Or

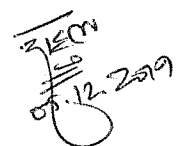
We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.

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

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:19: EV: 101, dated 05.12.2019. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

A handwritten signature in black ink, followed by a date stamp that reads "05.12.2019".

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

From:

Our Ref: -----

Dated -----

To,

Shri Rahul Singh

Sr. Engineer (HR-GAX & ISMG)

BHEL House, Siri Fort, New Delhi-110049

SUBJECT: Tender for Tentage Arrangements for organizing BHEL Day at BHEL House, Siri Fort, New Delhi – 110049 on 1st January, 2020

(Tender No. AA: GAX:19: EV:101, dated 05.12.2019)

Dear Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

1. Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
2. 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.
3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Signature

With name, Designation & seal of the firm

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05.12.2019

ANNEXURE -C**BIDDERS PROFILE / DETAIL**
(To be submitted along with Part-1 Bid)

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
8	PAN() Enclosed
10	GST Registration No.() Registered and Enclosed
11	Name of Bidder	
12	Phone No. of Bidder	
13	E-mail Address of Bidder	

Signature
With name, Designation & seal of the firm

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10.12.2019

ANNEXURE - D

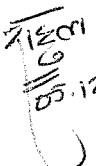
UN-PRICED BID

(To be submitted along with Part-I Bid) – DO NOT QUOTE ANY RATES IN THIS ANNEXURE

Sl. No.	Description of Items.	Tentative Qty. with unit (A)	Unit rate, in Rs. (B)	Amount, in Rs. (C) = (A) x (B)
1	Stage (20 L X 16 W X 3 H)ft including red carpet, stairs, 3 side tentage & roof cover	1 set	Q / NQ Quote lumpsum rate	Do not Quote
2	Table with theme cloth for sound system & snacks distribution	4 nos.	Q / NQ Quote per unit rate	
3	2 seater sofa with cover (2x1)	10 nos.	Q / NQ Quote per unit rate	
4	Table with glass top (small) or equivalent	6 nos.	Q / NQ Quote per unit rate	
5	Chairs with white cover & blue ribbon for employees	300 nos.	Q / NQ Quote per unit rate	
6	Side walls in sq. ft. (420 ft L X 10 ft H) (White Color & Blue Stripe Ribbons)	4200 sq. ft.	Q / NQ Quote per sq. ft. rate	
7	Green carpet area in sq. ft.	5100 sq. ft.	Q / NQ Quote per sq. ft. rate	
8	Red Carpet for passage in sq. ft.	500 sq. ft.	Q / NQ Quote per sq. ft. rate	
9	Sound setup with following inclusions: 2 JBL Tops with stand 1 Mixer 2 wireless microphones 1 podium microphone	1 set	Q / NQ Quote lumpsum rate	
10	Lights - LEDs for stage backdrop	6 nos.	Q / NQ Quote-per unit rate	
11	Flower Decoration Arrangement (Stage, Podium, Sidewall, Table, Front gate, Back gate etc.) with 2 kg loose rose petals and 2 kg loose marigold petals	1 job	Q / NQ Quote lumpsum rate	
12	Supply of flower bouquet	8 nos.	Q / NQ Quote per unit rate	
13	Total, excluding taxes (Sum of S.No. 1 to 12, Column C)	NA	NA	
14	Applicable taxes	NA	Quote in %	
15	Grand Total, incl taxes (Cost To Company), (Sum of S.No. 13 and 14, Column C)	NA	NA	Do not Quote

Note:

- Quantities indicated are tentative & may vary by +/- 30%.
- Payment shall be made as per actual utilization of services, incl. any additional quantities, if any.
- Additional requirements shall be certified by BHEL in-charge.
- Rates quoted shall remain firm till the successful completion of the job / service.


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PRICE BID
(To be submitted along with Part-2 Bid)

Sl. No.	Description of Items.	Tentative Qty. with unit (A)	Unit rate, in Rs. (B)	Amount, in Rs. (C) = (A) x (B)
1	Stage (20 L X 16 W X 3 H)ft including red carpet, stairs, 3 side tentage & roof cover	1 set	Quote lumpsum rate	
2	Table with theme cloth for sound system & snacks distribution	4 nos.	Quote per unit rate	
3	2 seater sofa with cover (2x1)	10 nos.	Quote per unit rate	
4	Table with glass top (small) or equivalent	6 nos.	Quote per unit rate	
5	Chairs with white cover & blue ribbon for employees	300 nos.	Quote per unit rate	
6	Side walls in sq. ft. (420 ft L X 10 ft H) (White Color & Blue Stripe Ribbons)	4200 sq. ft.	Quote per sq. ft. rate	
7	Green carpet area in sq. ft.	5100 sq. ft.	Quote per sq. ft. rate	
8	Red Carpet for passage in sq. ft.	500 sq. ft.	Quote per sq. ft. rate	
9	Sound setup with following inclusions: 2 JBL Tops with stand 1 Mixer 2 wireless microphones 1 podium microphone	1 set	Quote lumpsum rate	
10	Lights - LEDs for stage backdrop	6 nos.		
11	Flower Decoration Arrangement (Stage, Podium, Sidewall, Table, Front gate, Back gate etc.) with 2 kg loose rose petals and 2 kg loose marigold petals	1 job	Quote lumpsum rate	
12	Supply of flower bouquet	8 nos.	Quote per unit rate	
13	Total, excluding taxes (Sum of S.No. 1 to 12, Column C)	NA	NA	
14	Applicable taxes	NA	Quote in %	Quote in amount
15	Grand Total, incl taxes (Cost To Company), (Sum of S.No. 13 and 14, Column C)	NA	NA	

Note:

- Quantities indicated are tentative & may vary by +/- 30%.
- Payment shall be made as per actual utilization of services, incl. any additional quantities, if any.
- Additional requirements shall be certified by BHEL in-charge.
- Rates quoted shall remain firm till the successful completion of the job / service.

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Certificate by Chartered Accountant on letter head

(only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

This is to certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

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