



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited  
Corporate Communication, New Delhi

Corp. Comm./EXDM/NMS/19-20  
23.11.2019

## NOTICE INVITING LIMITED TENDER (SINGLE PART)

To

**All Category-A Advertising Agencies (only)**

Empaneled with Corporate Communication, BHEL, New Delhi

Dear Sir/Madam

**Subject: Branding & arrangements for BHEL's Stall at NuGen Mobility Summit 2019  
organised at ICAT Centre 2, Manesar, Gurugram (27<sup>th</sup> – 29<sup>th</sup> November 2019).**

BHEL, India's largest engineering and manufacturing enterprise in the energy related/ infrastructure sectors with global presence, is participating in **NuGen Mobility Summit 2019 organised at ICAT Centre 2, Manesar, Gurugram (27<sup>th</sup> – 29<sup>th</sup> November 2019).**

BHEL invites your best competitive offer for branding & arrangements for a 6m by 3m built up/octanorm stall as per enclosed 'TYPICAL LAYOUT' (Annexure-2) & 'BOQ/ SCOPE OF WORK' (Annexure-3) on turnkey basis.

The bidder should be equipped to execute as per the BOQ, design & scope and other requirements in the following time frame:

- Possession of Space: 25<sup>th</sup> November 2019
- Completion of all work & handing over the stall to BHEL by 26<sup>th</sup> November 2019
- Removal of items/Dismantling to be done within the deadline mentioned by the Organiser.

The following enclosures form an integral part of this tender:

1. LAYOUT PLAN OF ICAT CENTRE 2, MANESAR	Annexure 1
2. STALL LAYOUT:	Annexure 2
3. BILL OF QUALITY / SCOPE OF WORK	Annexure 3
4. GENERAL TERMS & CONDITIONS	Annexure 4
5. PRICE PROFORMA	Annexure 5

Your complete offer, as per details given above should be submitted at following address on or before **4:00 PM on 23.11.2019** by hand/mail at the following address/email ids:

### **Corporate Communication**

Ground Floor, Corporate Office

BHEL House, Siri Fort, New Delhi 110049

1. [uijwal@bhel.in](mailto:uijwal@bhel.in)    2. [anupamc@bhel.in](mailto:anupamc@bhel.in)    3. [pratap@bhel.in](mailto:pratap@bhel.in)

The bids will be opened on **4.15 PM on 23.11.2019** at the above mentioned address.

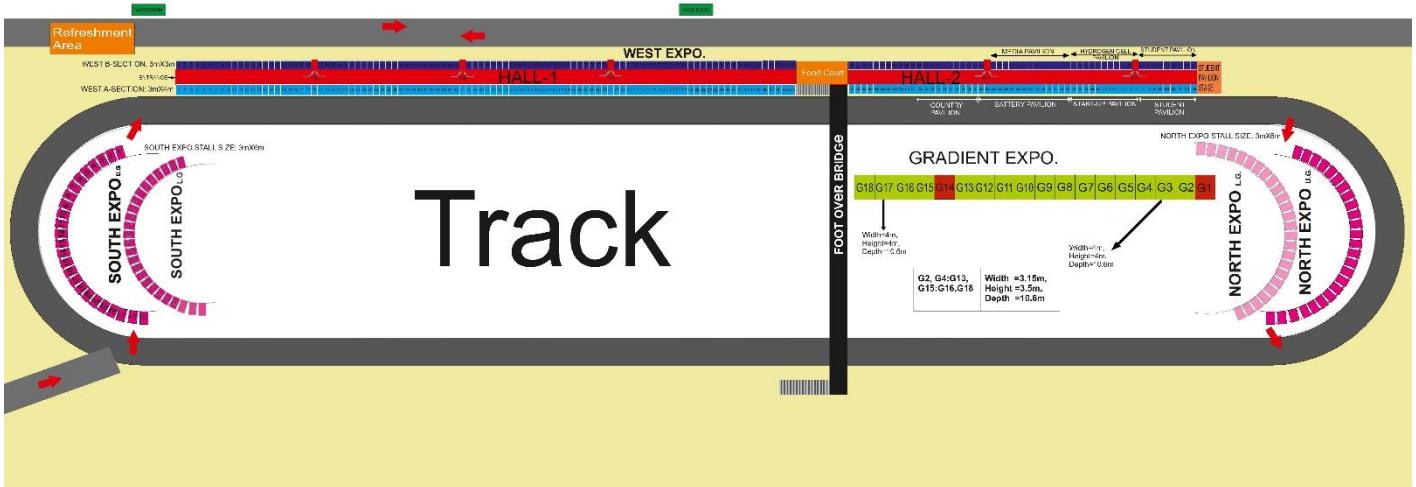
Thanking you,

Yours faithfully,

(Ujjwal Tomar)  
Sr. Engineer (Corp. Comm.)

**Annexure-1**

**LAYOUT PLAN OF ICAT Centre 2, Manesar**



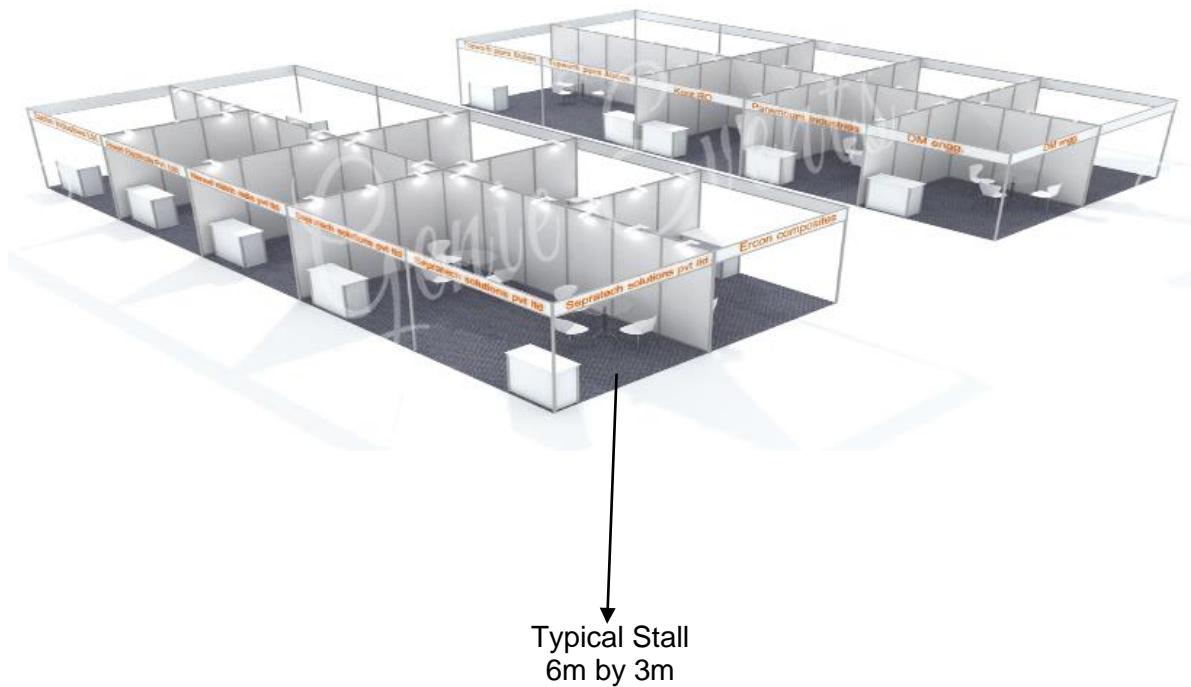


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Annexure – 2

**BHEL's STALL LAYOUT AT NuGen Mobility Summit 2019**  
**(6m by 3m)- One /Two Side Open Octanorm Stall**





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Annexure – 3

<b>BILL OF QUANTITY / SCOPE OF WORK</b>			
<b>S. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>
1	Digital printing of posters in high quality photo medium including lamination (gloss or matt) on one side and mounted on 3mm sun board (charges include cost of printing + 3 mm sun board + mounting charges) (10~12 nos. posters of size 3ft by 6ft./8ft.) – as per item no. 8.3.2 of rate contract – category A.	36000	sq.inch
2	Printing on Hi-quality Flex including mounting on metallic or wooden frame for Backdrop for electric bus. – as per item no. 9.1 of rate contract – category A.	750	sq.ft.
3	LED TV (Min. 55 inch) with stand & USB provision (on hire basis for event days)	1	Nos.
4	Vinyl cutting of letters (e.g. logo, company name) in different sizes and colours. – as per item no. 8.3.6 of rate contract – category A.	1500	sq.inch
5	Flower basket (small) for reception table.	2	Nos.
6	Flower bouquets	5	Nos.
7	Glass Bowls for visiting card & candies (on hire basis for event days)	2	Nos.
8	Visitor's book with Gel Pen.	1	Nos.
9	Candies (pkt of 100 mixed candies)	3	Pkt.
10	Brochure stand with min. 3 pockets. (on hire basis for event days)	1	Nos.
11	1 ltr. Mineral Water Bottles.	10	Nos.
12	Scissors with red ribbon, cello tape, velvet cloth and tray required at time of inauguration of stall. (on hire basis for event days)	1	Set
13	Spot lights (on hire basis for event days)	12	Nos.
14	Waste bin (on hire basis for event days)	1	Nos.
15	Transportation & Installation		

Notes:

**All items/ services are on hire basis only.**



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Annexure-4

### GENERAL TERMS AND CONDITIONS

#### **1.0 SUBMISSION OF OFFER**

- 1.1 Your offer should be complete in all respects.
- 1.2 Price quoted should be firm and net.

#### **2.0 PRICE**

- 2.1 Unit price for each item to be quoted separately. Wherever lump sum, the same should be indicated accordingly. All prices quoted should be inclusive of all (as per given scope of work) including transportation, installation, duties, etc., as applicable, **except GST**. **GST should be indicated separately** in the space provided in the attached Price Performa.

#### CORRECTION OF ARITHMETIC ERRORS

- 2.2 Price to be filled-in as per the Price Performa only, enclosed as **Annexure-5**. Change in Performa is not allowed.
- 2.3 If, in the price structure quoted for the items, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
- 2.4 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; and
- 2.5 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 2.3 and 2.4 above.
- 2.6 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 2.7 Offers not fulfilling any of the above conditions are liable for rejection.

#### **3.0 VALIDITY**

- 3.1 Your offer should remain valid for a period of 30 days from the date of opening of the tender for our acceptance.

#### **4.0 TAXES**

- 4.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Performa enclosed as **Annexure- 5**.



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- 4.2 To enable BHEL to avail GST Input tax credit, contractor shall submit GST complaint 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 BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- 4.3 Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- 4.4 GSTIN of BHEL will be provided to the contractor by respective office of BHEL along with the work order.
- 4.5 All requirements for issue of E-way bill will be the responsibility of the bidder.

#### **5.0 TERMS OF PAYMENT**

- 5.1 Full payment shall be made within 30 days of satisfactory completion of the job including return of materials as per tender and receipt of bill.
- 5.2 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 5.3 BHEL reserves the right to make payment through EFT mode.

#### **6.0 CHANGE IN THE ORDERED QUANTITY (s)**

- 6.1 BHEL reserves the right to increase or decrease the ordered quantity by  $\pm 25\%$  in each job.
- 6.2 Size or quantities may vary, which will be intimated well in advance. Variation in size or quantities will be governed by the unit rates quoted or pro rata basis, as applicable.

#### **7.0 PENALTY – QUALITY**

- 7.1 If the final product/stall item does not match the quality and specifications mentioned, BHEL will not be obliged to accept the particular item(s) or service(s) as applicable. BHEL reserves the right to impose **maximum penalty @10% of the cost of fabrication in case of any quality issue.**

#### **8.0 PENALTY – DELAY**

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



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### WORK SCHEDULE: STALL

S.N.	Description / Activity	Due Date
1.	Date of receipt of PO and required information inputs from BHEL	25.11.2019 (on or before)
2.	Release of Graphics for printing	25.11.2019
3.	Taking possession of space at exhibition site by 1200 hrs. & commencement of branding of stall.	25.11.2019 /26.11.2019
4.	Making the stall ready in all respect	26.11.2019 10:00 PM

### **9.0 RISK PURCHASE**

9.1 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 7 & 8 above.

9.2 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.

### **10.0 FORCE MAJEURE**

10.1 "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.

10.2 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.

10.3 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.



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- 10.4 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.
- 10.5 A bidder shall not be liable for any failure 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.

## 11.0 BHEL FRAUD PREVENTION POLICY

- 11.1 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.

## 12.0 ARBITRATION

- 12.1 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.
- 12.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 12.1, shall be finally settled by Arbitration.
- 12.3 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.
- 12.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;
  - In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
  - 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.
  - The language of the Arbitration Proceedings shall be English.
  - The law governing the arbitration proceeding shall be the Indian law and
  - The cost of arbitration shall be borne equally by the parties.

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.

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.



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**13.0 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.

**14.0 VENDORS FOR ACTIVITIES/ ITEMS TO BE OUTSOURCED**

Please ensure to use only top class vendors for any or all activities or items to be outsourced, in case applicable. However, based on output/ performance of the existing vendor(s), in case not found up to the mark, BHEL may intervene and seek appropriate substitution for due consideration of the bidder and bidder has to make alternative arrangements.

**15.0 INSURANCE**

To insure all goods and manpower connected with this job, during transit or execution of work at site or in your factory, etc., should be the responsibility of the bidder.

**16.0 ACCEPTANCE OF TERMS AND CONDITIONS**

The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause.

**17.0 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.

**18.0 CANCEL/SCRAP OF TENDER**

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

**19.0 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.

**20.0 QUALITY**

Each & every item and service to conform to International Standards of Quality or else liable for rejection at no costs thereon.

**21.0 AUTHORISED OFFICER**

The General Manager (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.

**22.0 CONTACT PERSONS:**

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

- Sh. Ujjwal Tomar – Sr. Engineer (CC)  
Tel.: 011-66337399, Email: [ujjwal@bhel.in](mailto:ujjwal@bhel.in)



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Annexure – 5

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**PRICE PERFORMANCE**

S. No.	Description	Qty	Unit	Unit Rate (in Rs.) exclusive of GST	Amount (in Rs.) exclusive of GST
1	Digital printing of posters in high quality photo medium including lamination (gloss or matt) on one side and mounted on 3mm sun board (charges include cost of printing + 3 mm sun board + mounting charges) (10~12 nos. posters of size 3ft by 6ft./8ft.) – as per item no. 8.3.2 of rate contract – category A.	36000	sq.inch		
2	Printing on Hi-quality Flex including mounting on metallic or wooden frame for Backdrop for electric bus. – as per item no. 9.1 of rate contract – category A.	750	sq.ft.		
3	LED TV (Min. 55 inch) with stand & USB provision (on hire basis for event days)	1	Nos.		
4	Vinyl cutting of letters (e.g. logo, company name) in different sizes and colours. – as per item no. 8.3.6 of rate contract – category A.	1500	sq.inch		
5	Flower basket (small) for reception table.	2	Nos.		
6	Flower bouquets	5	Nos.		
7	Glass Bowls for visiting card & candies (on hire basis for event days)	2	Nos.		
8	Visitor's book with Gel Pen.	1	Nos.		
9	Candies (pkt of 100 mixed candies)	3	Pkt.		
10	Brochure stand with min. 3 pockets. (on hire basis for event days)	1	Nos.		
11	1 ltr. Mineral Water Bottles.	10	Nos.		
12	Scissors with red ribbon, cello tape, velvet cloth and tray required at time of inauguration of stall. (on hire basis for event days)	1	Set		
13	Spot lights (on hire basis for event days)	12	Nos.		
14	Waste bin (on hire basis for event days)	1	Nos.		
15	Transportation & Installation			LUMPSUM	
16	Total inclusive of all but excluding GST (in Rs.)				
17	GST@18%				
18	Total inclusive of GST (in Rs.)				

**Sign & Stamp of the Bidder**