

CC/EXDE/01/2017-18

01.02.2018

Dear Sir,

Subject: Fabrication of BHEL Stall in ELECRAMA Exhibition 2018, EXPO MART Greater Noida (March 10-14, 2018)

BHEL, India's largest engineering and manufacturing enterprise in the energy related/ infrastructure sectors with global presence, is participating in the subject exhibition, in a raw space of 72 sq. mtrs. (12m x 6m - 2-side open plot) at **EXPO MART, Greater Noida** from **March 10-14, 2018. FLOOR PLAN**, showing location of **BHEL stall** (stall no. H3G26, Hall no. 3) is enclosed as **Annexure-I**.

BHEL invites you to participate in the competitive bid for fabrication of a custom-built stall in a raw space of 72sq.m. (12m x 6m) as per enclosed '**DESIGN**' (Annexure-II) & '**BOQ/ SCOPE OF WORK**' (Annexure-III & IIIA) on turnkey basis.

The bidder should be equipped to execute the enclosed design including minor modifications in the design, generation of production drawings to the scale in accordance to the design & scope and other requirements in the following time frame:

- Possession of Space: on 04.03.2018 at 12:00HRS,
- Completion of all work in all respect & handing over the stall to BHEL by 10:00HRS on 09.03.2018
- Dismantling of stall, to start by 21:00 HRS on 14.03.2018 and completed by 18:00 HRS on 16.03.2018

The following enclosures form an integral part of this tender:

- | | |
|--------------------------------------|----------------|
| 1. FLOOR PLAN OF THE EXHIBITION HALL | Annexure I |
| 2. DESIGN OF THE STALL | Annexure II |
| 3. BOQ OF DESIGN & SCOPE OF WORK | Annexure III A |
| 4. DETAILS OF PRODUCTS & EXHIBITS | Annexure III B |
| 5. ORGANIZER'S RULES & REGULATIONS | Annexure III C |
| 6. GENERAL TERMS & CONDITIONS | Annexure IV A |
| 7. SPECIAL TERMS & CONDITIONS | Annexure IV B |
| 8. DECLARATION FOR FACILITIES | Annexure IV C |
| 9. DECLARATION CERTIFICATE | Annexure V |
| 10. PRESCRIBED PRICE PROFORMA | Annexure VI |
| 11. SUBMISSION OF OFFER | Annexure VII |
| 12. CHECKLIST | Annexure VIII |
| 13. NEFT FORMAT | Annexure IX |

Your offer should be submitted as per details given in **Annexure VII**, Part IA, Part IB & Part II in the individually sealed covers, together placed in the single envelope and sealed and super-scribed with "**Offer for Fabrication of BHEL stall in ELECRAMA 2018**" should reach us on or before **10:00 HRS on 09.02.2018 (Friday)** at the following address:

गौरव वर्मा / Sr. Executive
वरिष्ठ कार्यालय / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल.हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049/ New Delhi - 110049

GM, Corporate Communication,
Bharat Heavy Electricals Limited,
BHEL House, Asian Games Village
New Delhi-110 049

The same shall be opened at 11:00 HRS, on the same day i.e. **09.02.2018** at the above mentioned address in the presence of the bidders, who may like to be present.

Thanking you,

गौरव वर्मा / GAURAV VERMA
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(Gaurav Verma)
Sr. Executive(CC)

Annexure-I

FLOOR PLAN OF EXHIBITION HALL

Attached as pdf file as Annexure I


गौरव वर्मा / GAURAV VERMA
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DESIGN OF BHEL STALL

Attached as zip file as Annexure II


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Annexure – III A


BOQ of DESIGN & SCOPE OF WORK
(Not limiting but conforming to scope given here)

S.No.	Description	Qty	Unit
A	<p>Fabrication of stall on turnkey basis as per attached design (<i>attached Plan, Elevation & Perspective Views of BHEL Stall in ELECRAMA</i>) and dimensions given therein including items which are not shown in the design but are required in constructing the stall. The design will be reviewed with the successful vendor and minor modifications as required from the point of view of safety, aesthetics and enhancement, will be made, which form part of the scope at no extra cost. Production drawings may be got approved from BHEL immediately after design has been reviewed. Erection & dismantling of stall also form part of scope.</p> <p>Bidder to ensure flawless finish in woodwork (without any cracks, flaws, etc.), metal work and paint as per approved design.</p> <p>Auto CAD open files will be shared with the successful bidder.</p> <p>Apart from details given in the attached design, pl. ensure following</p>	LS	LS
a	Flooring		
1	100mm Raised Wooden Platform, 12m x 6m	72	sqm
2	Loop Pile Carpet Flooring	63	sqm
3	Inlit Skirting with Aluminium L-channel	18	R.mtr
4	White LED strip	18	R.mtr
b	Structure as per design attached & dimensional details		
1	Single Sided Wooden Wall in Paint Finish, 18R.mtr x 2.5m-Ht	45	sqm
2	Double Sided Wooden Wall in Paint Finish, 9R.mtr x 2.5m-Ht	22.5	sqm
3	Top Fascia in Paint Finish, 800mm-Ht	4	R.mtr
4	Wooden Door for pantry	1	Nos
5	Glass Door with lock & key arrangements with Frosted Vinyl for Meeting room	1	Nos
6	Wooden Gate Structure in Paint Finish, 5m-W x 4m-Ht	1	Nos
7	Wooden Ceiling in Paint Finish	22	sqm
8	Glass/Wooden Backdrop Wall behind Reception Counter, 2m x 3m-Ht	1	Nos
9	Wooden Podium Painted & in laminate Finish, 1m x 1m x750mm-Ht	1	Nos
10	Product Display Podium Painted & in laminate Finish, 1.2m x 1.2m x 1m-Ht	1	Nos
11	Product Display Podium Painted & in laminate Finish, 300mm x 300mm x 0.5m-Ht		Nos
12	Product Display Podium Painted & in laminate Finish, 300mm x 300mm x 0.5m-Ht		Nos

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	400mm x 0.6m-Ht		
13	Customized Stand for Touch Screen Display as per design	2	Nos
c	Furniture		
1	Reception Counter, 150cm(w), 50cm (D) ,90cm (H) as per design	1	Nos
2	Glass Round system Table	1	Nos
3	Chairs white or black	3	Nos
4	Bar stools, white or black	2	Nos
5	Metallic Waste Bins in appropriate size for Pantry & Conference	3	Nos
6	System Storage Rack	2	Nos
7	Single Seater Sofa	3	Nos
8	Center Table	1	Nos
9	Side Table	1	Nos
d	Electricals		
1	Electricals wiring, cabling,Lighting including distribution board, complying to safety regulations as per organizer	1	Job
B	Graphics		
1	3D acrylic letter of text 'COMMITTED TO THE VISION OF A NEW INDIA' 1" depth and around 3" height	2	Sets
2	3D compressed foam letters with vinyl cut letters pasted on top of text 'COMMITTED TO THE VISION OF A NEW INDIA' 1" depth and around 3" height	1	Sets
3	BHEL Logo LED lit in sizes as per design 578mm X 434 mm	2	Sets
4	Vinyl cut letters for Company name, Meeting room etc.	50	sqft
5	High Quality Backlit graphic on fabric with printing on latex or UV printing machine	430	sqft
6	Printing on high quality digital media with mounting on sunboard 3mm	50	sqft
C	AV		
1	LED TV of 60" with USB ports for playback from Pen Drive and sound system adequate for 72 sq.m. for 5 days including wall bracket: 1 set	1	Nos.
2	LED TV of 32" with in-built speakers & USB ports including wall bracket for 5 days: one set	1	Nos.
3	Interactive touch screen platform hardware in approx. size 1m X 0.5m to engage with stakeholders for 5 days (hardware)	2	Nos.
4	Wifi hotspot device for 4G connection in the stall for connecting 2 touch screen hardwares, including required SIM card for 5 days	1	Nos.
D	Pantry Equipment & Consumables		
1	Compact Tea/ Coffee Vending machine for 5 days with consumables for 300 nos. cups including provision for black/green tea, creamer & sugar cube or pouch for arund 60 guests for entire duration including disposable cups, spoons, etc. <small>GAURAV Executive Communication Bharat House, Siri Fort</small>	1	no. of sets

	holders & service trays		
2	Bone China crockery for serving tea (one set), 3 full plates, steel tea spoons, six glasses & bowls (3nos.) for serving tea, snacks, biscuits/ peanuts for Customers/ VIPs – for six persons	1	no. of sets
3	Working lunch (per day nos. will be shared in advance by BHEL rep.)	100	Nos
4	Natural Digestive Biscuits	50	Nos
5	Biscuits Salted	50	Nos
6	Peanuts salted/ roasted	10	Kg.
7	Candies	10	Kg.
8	Compact Refrigerator for 5 days: one	1	Nos
9	Canned Cold drinks Small	250	Nos
10	Two liter Mineral Water Bottles	75	Nos
11	200 ml Mineral Water Bottles	100	Nos
12	Uniformed operator-cum-service boy: 1no. for 5 days	1	LS
13	Service trays	2	nos.
E Other Costs			
1	Cleaning of stall every day for 5 days with vacuum cleaner and waste disposal as many times required	LS	LS
2	Hostess in Business: 1no. English Speaking for 5 days in Business Attire, Coat/ White Shirt & Black Trouser	1	LS
3	Flower baskets small for reception table/side tables etc.– BHEL rep. at site to be consulted for quantities per day	15	Nos
4	Flower bouquets - BHEL rep. at site to be consulted for quantities per day	15	Nos
5	Visiting Card Drop bowl for 5 days	1	Nos
6	Bowl for Candy for 5 days	1	Nos
7	Visitor's Book	1	Nos
8	Literature stand with 3 pockets each for 5 days	3	Nos
9	Scissors with red tape and tray required at the time of inauguration of the stall: one set	1	Set
10	LED lit 12 mm hardened glass flooring on the existing wooden platform, in place of carpet flooring (sl. No. a.1 & a.2), for display of solar PV cells	9	Sq.m.
F LOGISTICS			
1	Transportation & handling (to & fro) of BHEL Products as per details below: FROM ASIAN GAMES VILLAGE, NEW DELHI - 110049 a. SPV Module: 2 nos. Size of Each Box: 2.5'x2.25'x1' approx.	LS	LS



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<p>Gross Weight of Each: 30kg. approx</p> <p>b. GSAT 16 Model: 1 no.</p> <p>c. Solar Cells Box: 1 no.</p> <p>d. Solar Tracker Model: 1 no.</p> <p>e. 1200 kV Transformer Model: 1 no.</p> <p>f. 400 kV Converter Transformer Model: 1 no.</p> <p>g. Jute Carry Bags: 6 nos. Size of Each Box: 3'x1.5'x1.5' each Gross Weight of Each: 20kg.</p> <p>h. Brochure Box: 4 nos. Size of Box: 1.5'x1'x1'each Gross Weight: 20kg. each</p> <p>i. Souvenirs: 1no. Size of Box: 1.5'x1.5'x1'each Gross Weight: 20kg.</p> <p>Note: Scope also include:</p> <p>1. Pick-up & return from specified place, to & from transportation Delhi- EXPO MART, Greater Noida, except for items which will be consumed like brochures, gifts, jute bags</p> <p>2. Storage of empty crates</p>		

Notes:


A. ALL ITEMS/ SERVICES ON HIRE

B. STRUCTURAL ITEMS AS PER ATTACHED DESIGN HAVE TO BE PRE- FABRICATED IN THE BIDDER'S WORKSHOP/ FACTORY AND FINISHED WITH PRELIMINARY COATING OF PRIMER/ PAINT, ETC. AND TRANSPORTED TO THE EXHIBITION SITE IN THE PROTECTIVE PACKING FOR ASSEMBLY/ ERECTION ON-SITE AND MAKING READY IN THE REQUIRED FINISH AS PER SPECIFICATIONS


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INPUTS/ INFORMATION ON EXHIBITS


S. No.	Description of Product/ Model	Dimensions in millimeters			Weight in kg.		Requirement for Display of Product/ Model		
		L	B	H	W	Podium/ Base to suite Product/ model dimens. Y/ N	External Lighting to illuminate Model/ Product Y/ N	Other Special Requirements	
1.	SPV Module to be collected from BHEL office, New Delhi	1976	965	50	25	Y	Y	<ul style="list-style-type: none">• Wall mounted supported with a L-shape bracket below as weight bearing element• Warehousing of empty crates	
2.	1200 kV Transformer Model	968	968	1318	100	Y	Y	<ul style="list-style-type: none">• Podium with laminated top• Electric connection• Warehousing of empty crates	
3.	GSAT 16 Model	686	508	1778	20	N	Y	<ul style="list-style-type: none">• To be placed directly on the floor• Warehousing of empty crates	
4.	Solar Tracker Model	800	800	500	10	Y	Y	<ul style="list-style-type: none">• Podium• Warehousing of empty crates	
5.	SPV Cells	965	1976	50		N	Y	<ul style="list-style-type: none">• Will be placed as part of the 12 mm hardened glass floor• Warehousing of empty carton	
6.	400 kV Converter Transformer	1000	700	700	50	Y	Y	<ul style="list-style-type: none">• Podium• Electric Connection• Warehousing of empty crates	


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Annexure-III C

ORGANIZER'S RULES & REGULATIONS

Attached as pdf file as Annexure IIIC


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GENERAL TERMS AND CONDITIONS**1.0 SUBMISSION OF OFFER**

1.1 Your offer should be complete in all respects as explained in the Annexure- VII.

1.2 Price quoted should be firm.

2.0 EARNEST MONEY DEPOSIT (EMD)

2.1 Your offer shall be accompanied with a DD / Pay Order for **Rs.19,000/-** (Rupees Nineteen thousand only) drawn in favor of Bharat Heavy Electricals Limited, payable at New Delhi, towards EMD. Offers received without EMD shall be rejected. Refund of EMD of the bidders shall be as follows:

2.1.1 EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of acceptance of award of work by the successful Bidder.

2.1.2 EMD of the successful Bidder can be converted and adjusted against the Security Deposit on request in writing.

2.2 Bidders may please note that EMD **carries no interest**.

2.3 EMD shall be forfeited in the following cases:

2.3.1 If after opening of tender, the Bidder revokes his tender within the validity period or increases his earlier quoted price.

2.3.2 The Bidder does not commence the work **within** the specified period of LOI/ Contract. In case the LOI/Contract is silent in this regard, within 15 days after award of contract.



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3.0 SECURITY DEPOSIT (SD)

- 3.1 The successful bidder shall be required to furnish security deposit equivalent to 5% of the W.O. value, within 7 days from the date of LOI, and before commencement of the job, by way of demand draft drawn in favour of BHEL, payable at New Delhi. The EMD amount of the successful bidder will be retained by BHEL to be adjusted against the Security Deposit. SD amount will remain with BHEL till the completion of supplies/ final settlement of bills. Security Deposit can also be submitted by way of Cash/DD/Bank Guarantee (as per format provided/ approved by BHEL) from a Scheduled Bank. Bank Guarantees from co-operative banks/non-scheduled banks are not acceptable. Bidders to note that Security Deposit amount carries no interest.
- 3.2 The validity of Bank Guarantee towards Security Deposit shall be initially up to the completion period as stipulated in the LOI/PO + 45 days and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the bidder by BHEL.
- 3.3 Security deposit shall be forfeited in case the successful bidder refuses to commence the work within the period as per LOI / Contract and/or any default, failure or neglect on part of the bidder in fulfilment of performance of the order. BHEL also, reserves the right to encash the bank guarantee in case the SD is submitted in this form and forfeit the amount on aforesaid conditions.
- 3.4 Security Deposit shall be refunded/Bank Guarantee released to the bidder along with the 'Final Bill' after deducting all expenses/ other amounts due to BHEL under the contract and after submission of unconditional "No Demand Certificate" (enclosed as Annexure II-D) by the bidder towards full and final settlement.

4.0 PRICE

- 4.1 Price quoted should be firm.
- 4.2 All prices quoted including for the paper should be all inclusive, but except GST, if applicable, which should be indicated separately in the column provided in the Price Performance enclosed as Annexure-VI.

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- 4.3 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.
- 4.4 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
- 4.5 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 **Sl. No. 4.3 and 4.4** above.
- 4.6 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.
- 4.7 Price to be filled-in as per the Price Performa enclosed as Annexure-VI. Change in Performa is not allowed.
- 4.8 Offers not fulfilling any of the above conditions are liable for rejection.

5.0 TAXES

- 5.1. 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- VI**.
- 5.2. 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.
- 5.3. Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months'

period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.


- 5.4. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated above.
- 5.5. Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.
- 5.6. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement work order.
- 5.7. All requirements for issue of E-way bill will be the responsibility of the bidder.

6.0 PRICE ESCALATION CLAUSE

- 6.1 All the prices quoted by the bidders shall be in Indian Rupees and shall be final and binding and not subject to any price escalation.

7.0 VALIDITY OF OFFER

- 7.1 Your offer should be valid for at least 60 days from the date of opening of the Bid.


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8.1 Payment shall be released within thirty days from the date of receipt of bills after submission of requisite proofs of successful completion of the work as per work order.

8.3 BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the EFT Details upon selection on its letter head as per Annexure IX.

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

10.1 BHEL reserves the right to increase or decrease the ordered quantity by $\pm 10\%$.

10.2 For increase/ decrease in quantity (s) of any item, unit rate quoted/ approved shall apply.

10.3 In case of increase in quantity beyond 10%, prices shall be discussed and mutually settled.

10.4 BHEL reserves the right to delete part of the scope and offload or directly take-up the job for the specific item(s).

11.1 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 4.0 & 5.0 in Annexure IVB.

11.2 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, then in the event, BHEL

covered by the Order either in whole or in
specifically provided for in this event, BHEL
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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.

12.0 FORCE MAJEURE

12.1 "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.

12.2 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.

12.3 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.

12.4 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.

12.5 A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including

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but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13.0 BHEL's FRAUD PREVENTION POLICY

13.1 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

14.0 ARBITRATION

14.1 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.

14.2 Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 14.1, shall be finally settled by Arbitration.

14.3 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.

14.4 Subject as aforesaid, the Arbitration proceedings shall be conducted;

14.4.1 In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.

14.4.2 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.

14.4.3 The language of the Arbitration proceedings shall be English.

14.4.4 The law governing the arbitration proceeding shall be the Indian law and

14.4.5 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.

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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.

15.0 EFFECT AND JURISDICTION OF CONTRACT

15.1 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.

16.0 VENDORS FOR ACTIVITIES/ ITEMS TO BE OUTSOURCED

16.1 Please ensure to use only top class vendors for any or all activities or items to be outsourced, in case applicable.

16.2 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.

17.0 INSURANCE

17.1 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.


18.0 AUTHORISED OFFICER

18.1 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.

19.0 CONTACT PERSONS:

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

- Sh. Ajay Gupta – DGM (CC)
Tel.: 011-66337370, Email: ccag@bhel.in
Fax: 011-66337563
- Mr. Gaurav Verma- Sr. Executive (CC)


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Tel: 011-66337380, Email: gauravv@bhel.in

Note:

Your offer is subject to the terms & conditions, as laid in this Annexure and a duly signed copy for acceptance of this Annexure shall form part of your offer, to be submitted along with Part 'IA' (Technical Bid).


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SPECIAL TERMS AND CONDITIONS

1.0	ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)	
	Only those bidders who meet the PRE QUALIFICATION REQUIREMENT (PQR) in terms of INFRASTRUCTURE/ CAPABILITY/ EXPERIENCE/ FINANCIAL/ PAST PERFORMANCE as specified below, are eligible to quote:	
1.1	EXPERIENCE	
1.1.1	Experience of at least 3 (three) years wef date of publishing of NIT on BHEL website (i.e. from 01.02.2015 to 31.01.2018), in fabrication of custom-built stall of size equal to or greater than 50 sq.m. on turnkey basis	Self-attested copy of AT LEAST three such Work Orders from PSU/Govt./ Listed Companies for the fabrication of custom-built stall along with a set of photographs and Work Completion Certificates for each of them
1.2	INFRASTRUCTURE	
1.2.1	Fabrication Workshop for Wood/ Metal in size adequate for putting up a Stall Mockup in Delhi-NCR equipped with corresponding tools, machineries and experienced manpower	Lease agreement entered into atleast three months ago and valid atleast till the end of the exhibition for workshop in Delhi NCR OR 1no. Utility Bill (Water/Electricity/Internet/Landline) in the name of the bidder of the last three months NOTE: Facility of the successful bidder may be inspected by the BHEL team and bidder should be open to provide the facilitation for the same
1.2.2	Full-fledged Design Studio with appropriate manpower & softwares for making changes in the design as required (3D Max or equivalent) and outputting production drawings (AutoCAD or equivalent) in Delhi-NCR	Lease agreement entered into atleast three months ago and valid atleast till the end of the exhibition for Design Studio in Delhi NCR OR 1no. Utility Bill in the name of the bidder of the last three months NOTE: Facility of the successful bidder may be inspected by the BHEL team and bidder should be open to provide the facilitation for the same

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1.2.3	Outputting Facility for Graphics/ Posters on Digital Media/ Fabric Printing in Eco-Solvent or Latex, 3D LED letter cutting, 3D Compressed foam letter cutting and vinyl plotter in-house or through a dedicated associate in Delhi NCR	Self-attested information in format enclosed as Annexure- IV C
1.2.4	Quality	Submit copy of a valid ISO certificate
1.3	FINANCIAL	
1.3.1	Average Annual financial turnover of bidders of last three financial years i.e. FY 2014-15, 2015-16, 2016-17 should be more than Rs.8.0 lakh	Certified true copy of audited Balance Sheet and Profit & Loss Account duly vetted by CA (as may be applicable in the individual bidder's case) are required to be submitted by the bidder for the last three years. For other types of companies requirement turnover certificate certified by CA.
1.3.2	Compliance with taxation rules	Copies of Income Tax Returns are required to be submitted by the bidder for the last three financial years i.e. FY 2014-15, 2015-16, 2016-17
1.3.3	PAN Card	Self-attested copy of Pan Card
1.3.4	Registration for GST	Self-attested copy of Proof of Registration with Registration number for GST

2.0 AWARD OF WORK

2.1 For selection of the final bidder on whom the order would be placed, following procedure shall be adopted:

2.1.1 **PART I B (TECHNO-COMMERCIAL BID)** Opening comprising:

Part I B(Techno-Commercial Bid) in a Separate Sealed Envelope containing:

- EMD of required amount as per Clause no. 2.0 of Annexure – IV A
- Documents and information required for ascertaining the qualification of the bidder as per clause 1.0 of Annexure – VA of Eligibility Conditions/ Pre- Qualification Requirement.
- Declaration Certificate as per Annexure – V

Handwritten Signature
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- d. Acceptance to 'BHEL Special Terms & Conditions' (Annexure – VB); 'BHEL General Terms & Conditions' (Annexure – VA); and Conformity to 'BOQ of Design & Scope of Work' (Annexure – III A), by way of signing and affixing rubber stamp on each page.

Note:

- a. Bidders to ensure that their offers are complete in all respects. Any deviation or non-compliance may lead to rejection of their offer at any stage.

2.1.2 PART II (PRICE BID) COMPRISING:

Price Bid in a separate Sealed Envelope duly super scribed with **PART II (PRICE BID)**, should contain following:

- a. Price Bid as per Performa given in **Annexure VI**.

Note: PART II to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

2.1.3 AWARD OF WORK shall be made on the overall lowest bidder.

3.0 PRICE EVALUATION

- 3.1 Prices to be submitted in a separate sealed cover in the enclosed Price Performa (Annexure - VI)
- 3.2 The award of work shall be based on the lowest Total Amount quoted against 'G' in the Price Performa (Annexure-VI) i.e. Total Amount all-inclusive but excluding GST, subject to the clauses under sl.no. 4.0 of Annexure – IVA.
- 3.3 Notwithstanding anything contained in this tender enquiry, BHEL reserves the right to cancel / scrap the tender without assigning any reason whatsoever.

4.0 PENALTY – QUALITY

- 4.1 If the final product 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**. Bidder shall be given reasonable opportunity to place his side before the penalty is applied.

5.0 PENALTY – DELAY

- 5.1 Any delay in completion of the job w.r.t. Schedule given under, will invite imposition of penalty @ 2% per day or part thereof subject to a maximum of 10% of the total price of the job.

Handwritten signature

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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 and the Security Deposit would stand forfeited. In case of any amendment/revision, the LD shall be linked to the amended/ revised Work Order value.

5.2

DELIVERY SCHEDULE

S. No.	Description / Activity	Day
1.	Date of receipt of LOI and required information/ inputs from BHEL	0 th day
2.	a. Submission of the names and the other required details of the entire project team including coordinators with their responsibilities and contact details, for BHEL information. b. Discussions on design including suggestions/ improvement to suit BHEL requirement. c. Submission of Revised Design duly incorporated with changes suggested by BHEL, including the color scheme and its approval by BHEL and commencement of production d. Front & side elevation, plan (duly marked with electricity cable entry point) including dimensions and perspectives of the stall for approval by the organizers	1 st day
3.	Samples of all applicable materials, images of type of furniture, appraisal on AV equipment, consumables & services	2 nd day
4.	Release of Graphics for printing	2 nd day
5.	Display of Mock-up of the stall in the premises of the bidder or atleast completion of all prefabricated items in the workshop of agency, agency preparedness to move in for on-site assembly and fabrication. Note: Possession letter from BHEL may be collected in advance.	02.03.18
4.	Agency to complete outputting of graphics	02.03.18
5.	Taking possession of space at exhibition site by 12:00 hrs. & commencement of erection of stall	04.03.18
6.	Making the stall ready in all respect for inauguration by 10.00 hrs. or before	09.03.18



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ANNEXURE – IVC

SELF CERTIFICATION FOR FACILITIES

This is to certify that we have outputting Facility in-house in Delhi-NCR for

- a. Graphics/ Posters on Digital Media
- b. Fabric Printing in Eco Solvent or Latex
- c. 3D LED letter cutting, 3D Compressed foam letter cutting
- d. Vinyl plotter in-house

OR

We have a dedicated associate in Delhi NCR with outputting Facility for

- a. Graphics/ Posters on Digital Media.

M/s _____

Address: _____

Contact Person _____

Contact No. _____

- b. Fabric Printing in Eco solvent or Latex

M/s _____

Address: _____

Contact Person _____

Contact No. _____

- c. 3D LED letter cutting, 3D Compressed foam letter cutting

M/s _____

Address: _____

Contact Person _____

Contact No. _____


- d. Vinyl plotter in-house

M/s _____

Address: _____

Contact Person _____

Contact No. _____



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Annexure – V

DECLARATION CERTIFICATE
(To be printed on bidder's Letterhead)

I / We hereby declare that I/We have not been banned and delisted by any PSU / other Govt. Department/ Financial institution / Court.

Authorized signatory
(With Seal)


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PRICE PERFORMA

S.No.	Description	Qty	Unit	Unit Price	Amount
A	<p>Fabrication of stall on turnkey basis as per attached design (attached Plan, Elevation & Perspective Views of BHEL Stall in ELECRAMA) and dimensions given therein including items which are not shown in the design but are required in constructing the stall. The design will be reviewed with the successful vendor and minor modifications as required from the point of view of safety, aesthetics and enhancement, will be made, which form part of the scope at no extra cost. Production drawings may be got approved from BHEL immediately after design has been reviewed. Erection & dismantling of stall also form part of scope.</p> <p>Bidder to ensure flawless finish in woodwork (without any cracks, flaws, etc.), metal work and paint as per approved design.</p> <p>Auto CAD open files will be shared with the successful bidder.</p> <p>Apart from details given in the attached design, pl. ensure following:</p>	LS	LS		
a	Flooring				
1	100mm Raised Wooden Platform, 12m x 6m	72	sqm		
2	Loop Pile Carpet with foam inlay on wooden flooring	63	sqm		
3	Init Skirting with Aluminium L-channel	18	R.mtr		
4	White LED strip	18	R.mtr		
b	Structure as per design attached & dimensional details				
1	Single Sided Wooden Wall in Paint Finish, 18R.mtr x 2.7m-Ht	48.6	sqm		
2	Double Sided Wooden Wall in Paint Finish, 9R.mtr x 2.7m-Ht	24.3	sqm		
3	Top Fascia in Paint Finish, 800mm-Ht		R.mtr		

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4	Collapsible curtain door (as used in system configuration) or Wooden Sliding Door for pantry	1	Nos
5	Glass Door with lock and key arrangement with Frosted Vinyl for Meeting room	1	Nos
6	Wooden Gate Structure in Paint Finish, 5m-W x 4m-Ht	1	Nos
7	Wooden Ceiling in Paint Finish	22	sqm
8	Glass/Wooden Backdrop Wall behind Reception Counter, 2m x 3m-Ht	1	Nos
9	Wooden Podium Painted & in laminate Finish, 1m x 1m x 750mm-Ht	1	Nos
10	Product Display Podium Painted & in laminate Finish, 1.2m x 1.2m x 1m-Ht	1	Nos
11	Product Display Podium Painted & in laminate Finish, 300mm x 300mm x 0.5m-Ht	1	Nos
12	Product Display Podium Painted & in laminate Finish, 600mm x 400mm x 0.6m-Ht	1	Nos
13	Customized Stand for Touch Screen Display as per design	2	Nos
c Furniture			
1	Reception Counter with glass top and SS spacers, 150cm(w), 50cm (D), 90cm (H) as per design	1	Nos
2	Glass Round system Table	1	Nos
3	Chairs white or black	3	Nos
4	Bar stools, white or black	2	Nos
5	Metallic Waste Bins in appropriate size for Pantry & Conference	3	Nos
6	System Storage Rack	2	Nos
7	Single Seater Sofa	3	Nos
8	Center Table	1	Nos
9	Side Table	1	Nos
d Electricals			
1	Electricals wiring, cabling, Adequate LED Lighting as per design as applicable and as required including distribution board, complying to safety regulations as per organizer. We are looking at indirect lighting (no arm lights)	1	Job
B Graphics			
1	3D acrylic letter of text 'COMMITTED TO THE VISION OF A NEW INDIA' 1" depth and around 3" height	2	Sets

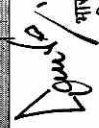
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2	3D compressed foam letters with vinyl cut letters pasted on top of text 'COMMITTED TO THE VISION OF A NEW INDIA' 1" depth and around 3" height	1	Sets		
3	BHEL Logo LED lit in sizes as per design 578mm X 434 mm	2	Sets		
4	Vinyl cut letters for Company name, Meeting room etc.	50	sqft		
5	High Quality Backlit graphic on fabric with printing on latex or UV printing machine	430	sqft		
6	Printing on high quality digital media with mounting on sunboard 3mm	50	sqft		
C	AV				
1	LED TV of 60" with USB ports for playback from Pen Drive and sound system adequate for 72 sq.m. for 5 days including wall bracket: 1 set	1	Nos.		
2	LED TV of 32" with in-built speakers & USB ports including wall bracket for 5 days: one set	1	Nos.		
3	Interactive touch screen platform including hardware in approx. size 1m X 0.5m to engage with stakeholders for 5 days (hardware)	2	Nos.		
4	Wifi hotspot device for 4G connection in the stall for connecting 2 touch screen hardwares, including required SIM card for 5 days	1	Nos.		
D	Pantry Equipment & Consumables				
1	Compact Tea/ Coffee Vending machine for 5 days with consumables for 300 nos. cups including provision for black/ green tea, creamer & sugar cube or pouch for around 60 guests for entire duration including disposable cups, spoons, tissue napkins, napkin holders & service trays	1	no. of sets		
2	Bone China crockery for serving tea (one set), 3 full plates, steel tea spoons, six glasses & bowls (3nos.) for serving tea, snacks, biscuits/ peanuts for Customers/ VIPs – for six persons	1	no. of sets		
3	Working lunch (per day nos. will be shared in advance by BHEL rep.)	100	Nos		
4	Natural Digestive Biscuits	50	Nos		
5	Biscuits Salted	50	Nos		

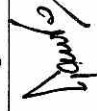
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6	Peanuts salted/ roasted	10	Kg.		
7	Candies	10	Kg.		
8	Compact Refrigerator for 5 days: one	1	Nos		
9	Canned Cold drinks Small	250	Nos		
10	Two liter Mineral Water Bottles	75	Nos		
11	200 ml Mineral Water Bottles	100	Nos		
12	Uniformed operator-cum-service boy: 1no. for 5 days	1	LS		
13	Service trays	2	nos.		
E Other Costs					
1	Cleaning of stall every day for 5 days with vacuum cleaner and waste disposal as many times required	LS	LS		
2	Hostess in Business: 1no. English Speaking for 5 days in Business Attire, Coat/ White Shirt & Black Trouser	1	LS		
3	Flower baskets small for reception table/side tables etc.- BHEL rep. at site to be consulted for quantities per day	15	Nos		
4	Flower bouquets - BHEL rep. at site to be consulted for quantities per day	15	Nos		
5	Visiting Card Drop bowl for 5 days	1	Nos		
6	Bowl for Candy for 5 days	1	Nos		
7	Visitor's Book	1	Nos		
8	Literature stand with 3 pockets each for 5 days	3	Nos		
9	Scissors with red tape and tray required at the time of inauguration of the stall: one set	1	Set		
10	LED lit 12 mm hardened glass flooring on the existing wooden platform, in place of carpet flooring (sl. No. a.1 & a.2), for display of solar PV cells	9	sqm		
F LOGISTICS					

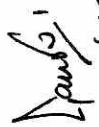

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1	<p>Transportation & handling (to & fro) of BHEL Products as per details below:</p> <p>FROM ASIAN GAMES VILLAGE, NEW DELHI - 110049</p> <p>j. SPV Module: 2 nos. Size of Each Box: 2.5'x2.25'x1' approx. Gross Weight of Each: 30kg. approx</p> <p>k. GSAT 16 Model: 1 no.</p> <p>l. Solar Cells Box: 1 no.</p> <p>m. Solar Tracker Model: 1 no.</p> <p>n. 1200 kV Transformer Model: 1 no. Size of box: 1.46m x 1.11m x 1.0m</p> <p>o. 400 kV Converter Transformer Model: 1 no.</p> <p>p. Jute Carry Bags: 6 nos. Size of Each Box: 3'x1.5'x1.5' each Gross Weight of Each: 20kg.</p> <p>q. Brochure Box: 4 nos. Size of Box: 1.5'x1'x1'each Gross Weight: 20kg. each</p> <p>r. Souvenirs: 1no. Size of Box: 1.5'x1.5'x1'each Gross Weight: 20kg.</p> <p>Note: Scope also include:</p> <p>1. Pick-up & return from specified place, to & from transportation Delhi- EXPO MART, Greater Noida, except for items which will be consumed like brochures, gifts, jute bags</p> <p>2. Storage of empty crates</p>	LS	LS	
G	Total excluding GST			
H	GST on Above			
I	Total including GST (G + H)			


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Note:

- Unit rate and amount quoted by the bidder should be inclusive of all taxes/ duties applicable except GST. GST as applicable, should be indicated in the row H of the above Price Proforma
- Variation in quantities executed in actual, if any, shall be governed by the unit rates quoted by the bidder
- All items are on hire only, except graphic panels, transmitters and consumables
- Price quoted are for specifications for each type of items, services & quantities as given in the BOQ/ Scope of Work (Annexure – III A)
- Price quoted is inclusive of minor modifications made in design, if any, subsequent to tender opening
- BHEL reserves the rights to delete part of the scope and offload or directly take-up the job for the specific item(s)
- Price Proforma to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained. Change in Price Proforma is not allowed.
- Evaluation of Price Bid will be on the basis of amount quoted against "G" i.e. Total amount all-inclusive excluding GST, subject to clauses under sl. no. 4.0 of Annexure – IVA of General Terms & Conditions concerning calculation errors.


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Annexure – VII

SUBMISSION OF OFFER

Your offer has to be submitted in **two parts** as follows:

i) PART “I”: TECHNO-COMMERCIAL BID (Sealed Envelope)

Envelope super scribed with “Part I”, should contain two parts i.e. Part I- A & Part I- B:

Part I – A (EMD) in a Separate Envelope

- b) Earnest Money Deposit (EMD) as given in Clause 2.0 of General Terms & Conditions (Annexure IV A). Offers received without EMD will be rejected and Part I – B of the Technical Bid shall not be opened

Part I – B (Techno-Commercial Bid) in a Separate Sealed Envelope


- a. Documents and information required for ascertaining the qualification of the bidder as per Clause 1.0 of Annexure – IV B of Eligibility Conditions/ Pre-Qualification Requirement (PQR).
- b. Declaration Certificate as per Annexure-V
- c. Declaration Certificates for Facilities as per Annexure IVC
- d. Acceptance to “BHEL Special Terms & Conditions” as per Annexure – IV B, “BHEL General Terms & Conditions” as per Annexure – IV A, and conformity to “BOQ of Design & Scope of Work” as per Annexure – III A, by way of signing and affixing rubber stamp on each page.
- e. Check List as per Annexure – VIII

Note: Bidders to ensure that their offers are complete in all respect. Any deviation or non-compliance may lead to rejection of their offer at any stage.

ii) PART – “II”: PRICE BID (Sealed Envelope)

Envelope duly sealed and super scribed with ‘PART II’, should contain the following:

- a) Price Bid as per Performa given in Annexure VI.


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Note: PART "II" to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

All Parts of the offer, i.e. **Part I and II** in an individual sealed covers, to be placed in a single sealed envelope, duly super scribed with:

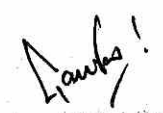
- 'Tender no. CC/EXDE/01/2017-18'
- 'Due Time/ Date of Tender Submission 10:00 HRS/ 09.02.2018'
- 'Due Time/ Date of Tender Opening (Part I of the offer) 11:00HRS/09.02.2018'
- 'Offer for Fabrication of BHEL Stall in ELECRAMA 2018'


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Annexure – VIII

CHECKLIST


S.No.	Description /Item	Enclosed Yes/No
1.	(EMD) in a Separate Envelope	Yes/No
2.	Part I – B (Techno-Commercial Bid) in a Separate Sealed Envelope containing the following:	Yes/No
a.	Documents and information required for ascertaining the qualification of the bidder as per Clause 1.0 of Annexure – IV B of Eligibility Conditions/ Pre-Qualification Requirement (PQR).	Yes/No
b.	DECLARATION FOR FACILITIES as per Annexure IV C	Yes/No
c.	Declaration Certificate as per Annexure-V	Yes/No
d.	Acceptance to “ BHEL Special Terms & Conditions ” as per Annexure – IV B , “ BHEL General Terms & Conditions ” as per Annexure – IV A , and conformity to “ BOQ of Design & Scope of Work ” as per Annexure – III A , by way of signing and affixing rubber stamp on each page	Yes/No
	Check List as per Annexure – VIII	Yes/No
3.	‘PRICE BID’ as per Annexure-V without any comments / deviations	Yes/No
4.	Sl. No. 1, 2 & 3 in a single envelope duly sealed and superscribed with 1. Offer for Fabrication of BHEL Stall in ELECRAMA 2018 2. Due date and time of submission of offers 3. Name and address of the bidder 4. BHEL address as given in the covering letter	Yes/No


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Annexure – IX

NEFT Details Format

BANK NAME & COMPLETE ADDRESS WITH PIN CODE	
BANK ACCOUNT NO.	
MICR CODE	
IFSC CODE	
PARTY'S E-MAIL – ID	
PAN NO.	
GST REGISTRATION NO.	
PARTY'S NAME & ADDRESS	


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