

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI-620 014**  
**WORKS CONTRACTS MANAGEMENT**  
**NOTICE INVITING TENDER**

1.	<b>Tender Ref No:</b>	<b>9471700118 / 06.12.2017</b>																								
2.	Name of works	WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020																								
3.	Location of work	BHEL-TRICHY																								
4.	Period of contract	24 months from the date of award of contract.																								
5.	Earnest Money Deposit	₹ 12,000 (Rupees Twelve Thousand only)																								
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>A] Part-I <u>Technical Bid</u></b></td> <td style="text-align: right;"><b><u>Pages</u></b></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>ANNEX -1B (Scope of Work )</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -1C (General Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">09</td> </tr> <tr> <td>ANNEX -1D (Special Terms &amp; Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX -A ( Declaration)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -B ( No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -C ( EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -D (Tender Opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - E ( EFT Format )</td> <td style="text-align: right;">01</td> </tr> <tr> <td><b>B] Part- II <u>Price Bid</u></b></td> <td style="text-align: right;"><b><u>Pages</u></b></td> </tr> <tr> <td>ANNEX -2 (Price bid)</td> <td style="text-align: right;">02</td> </tr> </table>	<b>A] Part-I <u>Technical Bid</u></b>	<b><u>Pages</u></b>	ANNEX-1A (Technical Bid-Qualifying Criteria)	03	ANNEX -1B (Scope of Work )	01	ANNEX -1C (General Terms & Conditions of Contract)	09	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX -A ( Declaration)	01	ANNEX -B ( No deviation certificate)	01	ANNEX -C ( EMD payment Instruction E-COLLECT)	01	ANNEX -D (Tender Opening authorization letter)	01	ANNEX - E ( EFT Format )	01	<b>B] Part- II <u>Price Bid</u></b>	<b><u>Pages</u></b>	ANNEX -2 (Price bid)	02
<b>A] Part-I <u>Technical Bid</u></b>	<b><u>Pages</u></b>																									
ANNEX-1A (Technical Bid-Qualifying Criteria)	03																									
ANNEX -1B (Scope of Work )	01																									
ANNEX -1C (General Terms & Conditions of Contract)	09																									
ANNEX -1D (Special Terms & Conditions of Contract)	02																									
ANNEX -A ( Declaration)	01																									
ANNEX -B ( No deviation certificate)	01																									
ANNEX -C ( EMD payment Instruction E-COLLECT)	01																									
ANNEX -D (Tender Opening authorization letter)	01																									
ANNEX - E ( EFT Format )	01																									
<b>B] Part- II <u>Price Bid</u></b>	<b><u>Pages</u></b>																									
ANNEX -2 (Price bid)	02																									
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at <b>Works Contracts Management (WCM)</b> <b>Building 53,First Floor,</b> <b>BHEL, High Pressure Boiler Plant,</b> <b>Trichy - 620 014</b>																								
8.	Last Date for Receipt of Tender	28.12.2017/ 10:00 Hrs.																								
9.	Date of Techno Commercial Bid Opening	28.12.2017/ 10:30 Hrs.																								
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.																								

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**INSTRUCTIONS TO THE TENDERERS**

The covers should be addressed to DGM /WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10:00 Hrs. on 28.12.2017** and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10:30 Hrs. (IST) on 28.12.2017** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

BHEL shall not be responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

**1. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No. Offer without separate EMD Cover (with DD/MSME/NSIC) will be summarily rejected.**

**Note:** 1. Offer without EMD will be rejected.

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

2. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover ,sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

**Note:**

1. The contract will be awarded for a period of **24Months (Two Years)** from the date of ordering.
2. The quoted rates shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded. The Tenderer has to quote the Rate / Unit only.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. No other pre conditions along with your offer will be entertained by BHEL
10. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS:-**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate / UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-X** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

**Annexure - X**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... (Here in after referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part - II) ..... 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 year ..... As 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 :  
₹.....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 MSMED Act, 2006 :  
₹.....Lac.

**(Strike off whichever is not applicable)**

The above investment of ₹. ....Lacs is within permissible limit of ₹. .... Lacs for ..... Micro / 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€ 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.

Enquiry No: 9471700118 / 06.12.2017

**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work , if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (f) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**NOTE**

*BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent*

*Or*

*Any document submitted by the bidder was fake and forged*

*Or*

*If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.*

Enquiry No: 9471700118 / 06.12.2017

**Check List for Enclosures**

SL No	Description	Remarks
1	Separate EMD Cover containing DD / or Duly signed and stamped Copy of valid MSME / NSIC / UAM, indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.1	Duly signed and stamped Tender Document for Tender	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.2	Minimum 3 year of experience of executing works contract related to photography of events / programme. (Documentary Evidence in terms of WO /Completion certificate from customer or Self Certification to be enclosed)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.3	Agency shall own any Digital SLR Camera with accessories. (Details of digital Camera with accessories to be enclosed)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.4	Duly signed and stamped Copy of Income Tax Registration ( PAN )	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.5	Duly signed and stamped Copy Goods and Service Tax ( GST ) Registration Document	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.6	Duly signed and Sealed " Declaration" and "No deviation certificate" in letterhead as per enclosed Annexure-A & B	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3.	Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

Enquiry No: 9471700118 / 06.12.2017

ANNEXURE-1A

**PART-I (TECHNO COMMERCIAL BID)**

**A: Contractor Profile**

1.	Name of the Agency /Company /vendor.	
2	Status Agency /Company /vendor	Individual <input type="checkbox"/> / proprietor <input type="checkbox"/> / partnership <input type="checkbox"/> Private limited <input type="checkbox"/>
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any) ( If vendor code is not available Kindly Submit the original RTGS Format enclosed as <b>annexure-E</b> with cancelled cheque leaf )	
7	<b>PF Registration (No. &amp; Date )</b> (Copy of PF Registration to be attached)	Copy of PF Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
8	<b>ESI Registration (No. &amp; Date)</b> (Copy of ESI Registration to be attached)	Copy of ESI Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

Enquiry No: 9471700118 / 06.12.2017

**B: Qualifying Criteria:**

Sl. No	Qualifying Criteria	DETAILS
1	<b>EMD (Earnest Money Deposit):</b>	
1.1	<p><b>EMD ₹ 12,000/-</b> (Rupees Twelve thousand only)</p> <p>1. EMD is waived off for SME/NSIC/SSI vendors with valid registration. Duly signed and sealed copy of registration to be attached.</p> <p>2. EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) Banker’s cheque / pay order / demand draft, in favour of BHEL - Trichy, payable at Trichy issued by Nationalized bank or Consortium banks (Along with the Offer)</p> <p><b>NOTE:</b> <b>Offer without EMD in separate cover containing DD/ Pay Order / RTGS payment details / Valid MSME/NSIC / SSI Registration certificate will be summarily rejected.</b> <b>EMD of successful bidder shall be converted to / adjusted against Security Deposit.</b></p>	<p style="text-align: center;"><b>DD/ PAY ORDER DETAILS:</b></p> <p>AMOUNT: ₹ DD NO: DD DATE: ISSUING BANK:</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>RTGS PAYMENT DETAILS:</b></p> <p>AMOUNT: ₹ RECEIPT NO: RECEIPT DATE: BANK DETAILS:</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>MSME/ NSIC / SSI REGISTRATION DETAILS:</b></p> <p>REGISTRATION TYPE: MSME / SSI / UAM REGISTRATION NO: REGISTRATION DATE: VALIDITY:</p>

Enquiry No: 9471700118 / 06.12.2017

<b>2</b>	<b>Technical Competence :</b>	
2.1	Minimum 3 Years of experience of execution of contracts related to photography of events / programmes. (Documentary evidence in terms of WO/ Completion certificate from customer or Self Certification to be enclosed.) Experience Certificate from private organization to be supported by TDS (Tax Deducted at source) Certificate issued by the Organization or Form 26AS or Bank Statement for transaction of payment).	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2.2	Agency shall own any Digital SLR camera with accessories. (Details of Digital Camera with accessories to be enclosed).	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

<b>3</b>	<b>Statutory Requirements</b>	
3.1	<b>Income Tax Registration ( PAN )</b> (Details & Self-attested copy to be furnished )	Copy of Income tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3.2	<b>Goods and Service Tax ( GST ) Registration</b> (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer ))	Copy of <b>Goods and Service Tax ( GST ) Registration</b> <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
4	Declaration and No deviation certificate should be signed & stamped and Submitted in letterhead (enclosed as per Annexure-A & B)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

**NOTE:** Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

Enquiry No: 9471700118 / 06.12.2017

**ANNEXURE-IB**

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**BILL OF QUANTITY**

SL NO	Description of Work	UOM	Approximate Qty.
1	Providing photo coverage for events / programmes of 4 Hrs of duration at BHEL-Trichy.	No. of events	474
2	Providing additional hours of photo coverage for events / programmes beyond 4 Hrs of duration at BHEL-Trichy.	Hour	600
3	Providing CD/ DVD containing any number of photographs of the event taken during photo coverage after copying from memory chip.	No's	500
4	Providing passport size photo after taking photo with all required backdrop with stand lights, umbrella etc.	No's	800
5	Cancellation charges payable to agency in case of cancellations made within 4 Hours before start of program/ event.	No's	95

**SCOPE OF WORK:**

1. Studio should have the latest digital camera with all accessories to cover various official programme / functions / VIP's visit / products / facilities etc., BHEL Tiruchirappalli complex in factory & Township and any other location in & around Tiruchirappalli
2. Photograph should be taken with minimum resolution of 6 mega pixels.
3. On each occasion the agency personnel should come with a laptop to download the photographs after the coverage and arrange to provide a DVD, CD of the coverage immediately.
4. The photo images shall also be downloaded in the department PC/ System.
5. BHEL will inform about the photo coverage with a minimum time of two hours in advance.
6. Vendor has to bring all necessary equipment for the coverage. If quality of the photo taken is found to be not up to the mark, BHEL retains the right to terminate the contract at any time.
7. The contractor / Studio is responsible for the insurance of their equipment / crew.
8. BHEL requires the service of the vendor for photo coverage only and not for the printing of photos.
9. The contractor has to follow BHEL's rules & regulations including safety procedures. Against BHEL's policy / rules specially mentioned confidential areas/ items/ documents etc. or any printed / digital / electronic format of technical drawings / products etc., should not be disclosed directly or indirectly to anyone, failing which legal action is liable to be taken against the studio.

Enquiry No: 9471700118 / 06.12.2017

## **PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Definition:**

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (Valves) authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the *NEGOTIABLE INSTRUMENTS ACT* as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the BHEL regulations.

#### **2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

#### **3. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**4. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than ` 20 Lakh, the amount in excess of ` 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of

**Security deposit (SD):**

**Modes of Deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.**

Enquiry No: 9471700118 / 06.12.2017

**Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

## **9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
6. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

## **10. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

Enquiry No: 9471700118 / 06.12.2017

**11. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**12. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**13. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**14. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**15. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- b) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

Enquiry No: 9471700118 / 06.12.2017

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

d)

**16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

**17. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder

Enquiry No: 9471700118 / 06.12.2017

c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

#### **18. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm IS dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

#### **19. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

#### **20. Submission and Processing Of Bills:**

##### **Payment of Bills:**

1. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by Engineer -in -charge, BHEL

#### **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 or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

#### **22. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

Enquiry No: 9471700118 / 06.12.2017

### **23. Refund of Security Deposit:**

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

### **24. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

### **25. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

### **26. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

### **27. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

### **28. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

### **29. RISK PURCHASE:**

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

### **30. LIQUIDATED DAMAGES (LD)/PENALTY:**

Vendor shall cover the event without fail. In case of failure to report at the specified time and place BHEL reserves the right to arrange the photo coverage through other source and deduct the amount incurred by BHEL for the coverage as penalty from the pending / future bills of vendor.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited**

Enquiry No: 9471700118 / 06.12.2017

**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. Criteria for Award of Work:**

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL". **Package Wise L1 based on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties"**  
The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**2.0 Splitting of Contract:**

**2.1** The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

**2.2** The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

**2.3** Following procedure shall be followed for splitting the contract:

- i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.
- ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.
- iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

**2.4** The proposed splitting of contract amongst vendors who accept the counter offered rates is as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2
Case 1:	2	60%	40%
Case 2:	0	100 %	0

**2. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

- 1. The sum of basic rates i.e. (Package) for works including all charges, incidentals etc., exclusive of Goods and Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).

**3. Participation.**

- 1. **The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization**

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

#### **4. Rate Finalization**

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered 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.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.
4. In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. Up to 20% of work shall be awarded to MSE vendors accepting the L1 rate of Non MSE vendor.

#### **5. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:**

- I. If, in the price structure quoted for the required goods / services / works, 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.
- II. 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
- III. 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 of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to 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.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

## PART-I (Declaration)

### ANNEXURE-A

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
**Name of Works:** "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

**Enquiry No:** 9471700118 / 06.12.2017

### DECLARATION

We M/s. .... do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus once in a year as per the Bonus Act-1965.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rate quoted in this tender will remain firm throughout the entire Contract period and no extra payment will be claimed from BHEL under any circumstances from our end. Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be paid by us during the period of contract.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
6. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**PART-I (No Deviation Certificate)**

**ANNEXURE-B**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

-----  
**Name of Works:** WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020

**Enquiry No:** 9471700118/ 06.12.2017

We M/s. .... do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1D (Special Terms & Conditions of Contract)

We have read and clearly understood all the Terms and conditions in Tender Schedule of Enquiry No: 9471700118 Dt: 06.12.2017 and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature  
with seal and address

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

## **ANNEXURE-C**

### **EMD PAYMENT WIDE E-COLLECT**

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

#### **STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top ( pre login page )
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

#### **HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top ( pre login page )
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**ANNEXURE-D**

**PROFORMA (SAMPLE)**

**(ON BIDDER'S LETTER HEAD)**

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

We, M/s..... (name of the Tenderer) hereby

authorizing ..... (name of the representative) to participate in

the Tender opening of BHEL Trichy **"WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".**  
**for Enquiry No : 9471700118/ 06.12.2017**

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature  
with seal and address

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**Annexure-E**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
<b><u>Details of Bank Account:</u></b>		
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

**CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_  
(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Enquiry No: 9471700118 / 06.12.2017

**PART-II (PRICE BID)**

**ANNEXURE-II**

SL NO	Description of Work	UOM	Approx. Qty. (a)	Rate / UOM (₹/UOM) (b)	Amount (₹) (c=a*b)
1	Providing photo coverage for events / programmes of 4 Hrs of duration at BHEL-Trichy.	No. of Event	474	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
2	Providing additional hours of photo coverage for events / programmes beyond 4 Hrs of duration at BHEL-Trichy.	Hour	600	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
3	Providing CD/ DVD containing any number of photographs taken during photo coverage after copying from memory chip.	No's	500	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
4	Providing passport size photo after taking photo with all required backdrop with stand lights, umbrella etc.	No's	800	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
5	Cancellation charges payable to agency in case of cancellations made within 4 Hours before start of program/ event.	No's	95	₹...../- (In Words ₹..... .....only.)	₹...../- (In Words ₹..... .....only.)
Total amount ( Excluding GST ) (A) ( ₹ )					
GST @ ..... % (B) ( ₹ )					
Total amount ( Including GST ) (C=A+B) ( ₹ )					

Name of Works: "WORKS CONTRACT FOR PHOTO COVERAGE OF EVENTS / PROGRAMMES AT BHEL-TRICHY FOR 2018-2020".

Enquiry No: 9471700118 / 06.12.2017

**NOTES**

1. The rate quoted shall remain firm and throughout the valid for entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
2. The Tenderer has to quote the Rate / Unit only.
3. The base rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
4. Quotation should be valid for a period of 180 days from the date of Tender opening
5. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties". The contract will be awarded to only one contractor based on the total value of the offer (package basis L1) In case of more than one L1 bidders, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
6. No other pre conditions along with your offer will be entertained by BHEL
7. Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.

While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL

To illustrate, at present the minimum wages as per the guidelines of government of Tamilnadu plus BHEL's additional wages inclusive of bonus being paid to an unskilled worker per day after remitting PF & ESI contributions, is ₹ 430/-and for supervisor is ₹ 471/- which shall be the minimum amount per day that has to be paid to the employees' bank accounts.

8. The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.
9. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted by vendor is inclusive of all taxes and duties levied excluding GST .
10. Applicable GST at the time of execution of contract shall be payable to vendor.