

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

CDT, 3rd Floor, BHEL House, Asiad, New Delhi -110049

Request for Proposal

FOR

“Repair of Video Conferencing TV Display (04 Nos) by M/s LG(OEM) through Paper bid

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023
To be signed and stamped by the bidder

Ref. No.: AA: CDT: TV: Repair
Date: 25th Oct 2023

M/s, LG

Dear Sir,

Sub: Enquiry for repair of Four (04) numbers Video Conferencing TV Display by M/s LG (OEM) through Paper Bid on single tender basis

Bid is invited for subject requirement at BHEL Corporate Office, Siri fort from M/s LG as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **30.10.2023 at 1400 hrs.**

Bids (**PAPER TENDER FORMAT/HARDCOPY**) shall be addressed to:

Manager (CDT)
Bharat Heavy Electricals Limited,
3rd Floor, BHEL House
Siri Fort Complex, Asian Games Village
New Delhi - 110049
Contact Number – 01166337483/01202416483
Email (for receiving queries only before 20.10.2023)
neeraj.meena@bhel.in, atul.vyas@bhel.in

Thanking you,
Yours faithfully,

For and on behalf of BHEL

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023
To be signed and stamped by the bidder

Contents

1. Objective:.....	4
2. Description of work and deliverables:.....	4
3. Location & Consignee Address	4
4. Delivery Period:.....	4
5. Payment Terms:.....	4
6. Late Delivery:.....	4
7. General Instructions and Guidelines to Bidders	4
8. Taxes & Duties	5
9. Bid Documents	5
10. Tender Evaluation:	6
11. Non-Disclosure Agreement:.....	6
12. Termination of The Contract & Its Consequences	6
13. List of Annexures:.....	6

1. Objective:

The tender is invited from M/s LG (OEM) for repair of Four (04) numbers Video Conferencing TV Display.

The tender has to be submitted in **SINGLE PART** through paper bid with sealed cover.

2. Description of work and deliverables:

Repair of Four (04) numbers Video Conferencing TV Display to make it functional for Video Conferencing and content presentation purpose.

3. Location & Consignee Address

Name: Shantanu Kumar Singh
Deputy Manager (CDT)
3rd Floor, BHEL House
Siri Fort Complex, Asian Games Village
New Delhi - 110049
Contact details: 011-66337558
Email: shantanu.singh@bhel.in

4. Delivery Period:

The Repair shall be done within 45 DAYS from the date of issuance of Work Order.

5. Payment Terms:

Payment will be made after completion of the repair work and submission of invoice duly certified by BHEL executive. There will be no interest payable by BHEL for delayed payment.

6. Late Delivery:

A penalty at the rate 0.5% per week (or part thereof) subject to maximum of 10% of the total order value will be levied.

7. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	25-Oct-2023
2	Last date of receiving queries from bidder	26-Oct-2023
3	Last date and time for submission of bid	30-Oct-2023, 1400hrs
4	Bid opening date and time	30-Oct-2023, 1500hrs

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023

To be signed and stamped by the bidder

8. Taxes & Duties

- I. Price quoted should be inclusive of all applicable Taxes/charges. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- II. TDS under GST law as applicable shall be deducted.
- III. In case of any recovery including LD/penalty, the GST (if applicable) shall also be recoverable from the supplier.
- IV. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST complaint invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- V. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- VI. GSTIN of BHEL will be provided to the Vendor along with the work order.
- VII. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- VIII. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- IX. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- X. GST (if applicable) shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- XI. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- XII. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

9. Bid Documents

Bid shall be accepted by the official inviting the tender in **ONE PART** Paper Bid with sealed cover.

Bid shall consist of the following:

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023

To be signed and stamped by the bidder

- i) PRICE BID as per as per format enclosed as **Annexure-I**
- ii) Third party non- disclosure agreement (NDA) format enclosed as **Annexure-II**
- iii) No Deviation Certificate as per format enclosed as **Annexure-III**.
- iv) Declaration of GST benefits as per format enclosed as **Annexure-IV**
- v) Complete RFP document with seal and signed by Authorized signatory.

Price bid containing PRICES only is to be submitted as per Price Bid Format. Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

10. Tender Evaluation:

Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

11. Non-Disclosure Agreement:

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure II** in compliance to Information Security Management System.

12. Termination of The Contract & Its Consequences

- a. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.
- b. Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- c. BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- d. Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- e. Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

13. List of Annexures:

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: No-Deviation Certificate Format

Annexure-IV: Declaration of GST benefits

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023

To be signed and stamped by the bidder

Annexure-I**PRICE BID FORMAT**

S. No	TV make & Model	No. of TV (A)	Charges of repair per TV (Exclusive taxes) (B)	Total Charges for repair of 4 no's TV (Exclusive taxes) (C=A*B)
1	55 Inch LG – 55SM5KB-B.ATR	04		
GST Amount (@ %) (D)				
Total Expenditure including GST(C+D)				

Total Expenditure in words excluding GST(C): _____

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023
To be signed and stamped by the bidder

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Ref. No. AA: CDT: TV: Repair, dated 25th Oct 2023

To be signed and stamped by the bidder

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no., **dated**

This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Mobile: _____

Email: _____

Stamp & Seal: _____

Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date: