

பாரத மிகுமின் நிறுவனம BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) BOILER AUXILIARIES PLANT Indira Gandhi Industrial Complex RANIPET-63406

Ref: BAP:HR:PR:PH:2020 Date: 26/06/2020

NOTICE INVITING TENDER

Tender Notice No.	BAP:HR:PR:PH:2020 dt: 26.06.2020
Nature of work	Photography and videography of Official
	functions/Meetings at BHEL, BAP, Ranipet
Period of Contract	Two Years
Last Date & Time for submission of Tender	11.07.2020, 14:00 hrs
Date & Time and Venue of Tender Opening	11.07.2020, 14:30 hrs
	HRM Conference Hall, BHEL, BAP, Ranipet
The document contains:	PART-A (page 1 to 10) comprise the following
	Part-I - Instructions to Tenderer
	Part -II - Terms & Conditions
	Part -III - No Deviation Certificate
	Part -IV - Pre Qualification bid & Unprice bid
	PART -B (Page 11) - Price bid
Tender shall be addressed to	Sr. Executive/HR-C&PR, Bharat Heavy Electricals
	Limited, Ranipet – 632406 (Tamil Nadu)
EMD	-Nil-
Security Deposit	5% of Contract value
	(to be submitted by the successful bidder before
	start of the work)

PHONE: 04172-284022

FAX: 04172-241102

PART-I

<u>Instructions to Tenderer</u>

- 1. Sealed tenders in two part bid are invited from the agencies for photography and Video coverage of Official functions/meetings at BAP, BHEL Ranipet.
- 2. Tenders will be received up to 14:00 hrs on 11.07.2020 in the prescribed format. The prequalification bid (Part-A) will be opened on 11.07.2020 at 14:30 hrs at HRM Conference Hall, BAP, BHEL, Ranipet in the presence of tenderers / representatives who choose to be present for the tender opening.
- 3. Tenders will be evaluated further and tenderers who are found to meet the pre qualification criteria will be intimated to attend the tender opening of Part 'B' price bid at a date to be notified separately. Part 'B' will be opened at the specified date in the presence of the tenderers / representatives who are notified and choose to attend the tender opening.
- 4. Bidders to ensure that their offers are complete in all respect. Offer should be either typed or written legibly. Alterations / over-writings, if any, in the tender should be attested by the person signing the tender. Any deviation or non-compliance may lead to rejection of their offer at any stage.
- 5. Tender offers should be posted with due allowance for any delay in postal delivery. Tender offers received after the due date and time of opening tenders will be rejected.
- The management of BHEL will not be responsible for any loss or damage or delay in transit of offer documents sent by BHEL to the prospective offerer or sent by the offerer to BHEL duly filled in, by Post.
- 7. Tenderer shall affix signature and seal on all pages as a token of acceptance.

HOW TO QUOTE:

- 1. This tender document consists Part 'A' and Part 'B' as detailed below:
- 2. Part 'A': Pre-qualification bid (technical bid) & unprice bid.
- 3. Part 'B': Price bid.
- 4. Part 'A' must be duly completed and sealed in a separate envelope super scribed 'BAP/PR/PH-Part 'A' Pre-qualification Bid"(page 1 to 10).
- 5. Part 'B' must be duly completed and sealed in a separate envelope super scribing "BAP/PR/PH Part 'B' Price bid" (page 11).

6. Tender offers submitted by post should be sent through Registered Post/ Courier/Speed Post. Tender documents consisting of Part 'A' & 'B' are to be duly sealed in two separate inner covers and super scribed as said above. The two inner covers should be sent in a sealed outer cover super scribing "TENDER FOR PHOTOGRAPHY/VIDEO COVERAGE".

- 7. Name of the tenderer should be written on the sealed envelope.
- 8. The tenderer should submit the tender documents intact without detaching any page or pages.
- 9. The tenderer shall expressly accept all the terms and conditions of the tender.
- 10. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. BHEL's decision in this regard shall be final and binding.

PART-II

Scope and Terms & Conditions

SPECIFICATION/SCOPE OF WORK:

Services of photography/Video coverage of Official functions/meetings held at BAP, Ranipet. Photographs are to be generally supplied as soft copies in the form of a DVD. The maxi size colour printed copies of the photographs along with soft copies in the form of DVD are to be supplied only when specifically required by BHEL. Video coverage is to be supplied in the form of a DVD.

ELIGIBILITY CRITERION

- 1. The tenderer should have an established photo studio/shop.
- 2. The studio/shop must be located within 30 kms from BHEL, Ranipet.
- 3. The tenderer should be a professional/full time photographer or should have employed such persons.

TERMS AND CONDITIONS:

- 1. Good HD quality and branded camera (still/Video) shall be used for the above work.
- Date and Time of Photo/Video coverage and no. of snaps/duration of programme to be covered will be informed by the undersigned/PR Staff. The photographer will not exceed the number of snaps as specified by BHEL in the request letter.
- 3. You shall be required to report at the venue for photography/Video coverage when asked by the authorized person of BHEL/Ranipet within an hour.
- 4. The photography/Video coverage shall be converted in to DVD along with relevant photo copies (if required) and delivered to BHEL/PR dept. No payment will be made for the cost of DVD and conversion of the programme in to DVD. A good quality DVD must be used for this purpose.
- 5. In case of urgency, photographs are to be delivered according to the nature of urgency at the shortest possible time as notified.
- 6. The entire photos/Video with negative is sole property of BHEL. No photograph or DVD of BHEL/Ranipet shall be parted to any persons without the authorization in writing by the undersigned.
- 7. You are advised to maintain a record which specific Date, event, no. of copies requested, no. of copies delivered and the signature of the official to whom the photos/DVDs handed over. This may be required to be produced during submission of Bills by you.
- 8. The quantity indicated in the price bid is not 'single time requirement', it is for the entire contract period i.e. for 2 years. Also the quantity indicated in the Price bid is tentative only. However, the actual quantum may vary according to the requirements and BHEL will not compensate any reduction in the quantity during the tenure of contract.
- 9. The rates quoted in the tender shall be firm and valid throughout the contract period for 2 years from the date of issue of LOI.

10. The Contractor's responsibility under this contract shall commence from the date of receipt of the order of acceptance of his offer through letter of intent.

- 11. BHEL reserves the right to accept/reject any or all tenders received or part thereof without assigning any reason there for.
- 12. Conveyance and halting charges per trip (irrespective of the number of hours of engagement in each trip) are to be quoted by the bidder in the price bid of the tender document. In case more than one trip in a day is requested, conveyance and halting charges will be paid accordingly.
- 13. Contract will be awarded to the lowest bidding tenderer i.e.L1 party. The L1 will be decided on overall basis of sum of the estimated quantity multiplied by the rate quoted for respective item i.e. based on <u>S.No.</u> 7 of Price bid. Any omission to quote for individual rate schedule will lead to rejection of the tender at the discretion of BHEL. If more than one bidder emerge as L1, snap bidding will be done to decide the L1 party. No splitting of contract will be done.
- 14. It is mandatory to comply with all taxes applicable for the required services. In the Price bid, applicable GST in percentage is to be indicated separately. If it is not mentioned **at** the given place, it will be assumed that no GST is applicable.
- 15. The contract shall commence from date of awarding the contract or at a later date as decided by BHEL and shall remain in force for a period of **Two years.** BHEL shall have the right to terminate the agreement for convenience without any liability whatsoever by giving one month's written notice.
- 16. In case of the matters not specifically provided herein, BHEL shall have the right to give instructions for compliance of the contract.

VALIDITY OF RATES:

The rates quoted should be valid for 90 days initially from the date of opening of the price bid. The rates of successful bidder should be valid for two years from the date of commencement of the contract.

SECURITY DEPOSIT

The successful bidder shall be required to furnish security deposit at the rate of 5% of the order value within 3 days from the date of LOI. SD can be deposited either by way of demand draft drawn in favour of 'Bharat Heavy Electricals Ltd., Ranipet-632406' payable at SBI, Mukundarayapuram, (Branch Code 7013) or Electronic Fund Transfer to BHEL. SD will remain with BHEL till the tenure of the contract i.e. 2 years (24 months). Security Deposit can also be submitted by way of Bank Guarantee, as per format provided/ approved by BHEL. Bidders to note that Security Deposit amount carries no interest. Security deposit shall be forfeited in case the successful bidder refuses to commence the work within the period as per LOI / Contract and/or nonfulfillment of conditions of the order.

GST:

Consequent to the implementation of GST by Govt.of India w.e.f. 01.07.2017, the other applicable taxes like Service Taxes, VAT etc have been withdrawn. It has become mandatory for all service providers/vendors to adopt to GST system. If GST is applicable, the contractor shall furnish the following details and comply.

Registration & GST Rate:

Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).

Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No. in Tamil Nadu. In case the vendor is not having GST registration in Tamil Nadu the same shall be submitted within one week of award of contract (If GST is applicable).

Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.

Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment:

- a. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:-
- b. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL as mentioned in NIT or informed subsequently.
- c. HSN Code or Service Accounting Code for supply of goods or services.
- d. Name & address of supplier
- e. GSTIN of Supplier in Tamil Nadu
- f. Consecutive Serial Number & date of issue
- g. Description of goods or services
- h. Total value of supply
- i. Taxable value of supply
- j. Tax Rate Central Tax & State Tax or Integrated Tax, Cess
- k. Amount of Tax charged
- I. Place of supply
- m. Address of delivery if different from place of supply
- n. Signature of authorized signatory
- o. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
- p. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- q. Discharging the GST tax liability to the Government.
- r. Submission of Tax Invoice to BHEL.
- s. Submission of proof of payment of GST to BHEL.
- t. Availment of Input Tax Credit by BHEL.

Input Tax Credit:

- a. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.

- c. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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).
- d. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, 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.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Benefits of GST:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit on account of GST shall be passed on to BHEL by way of reduction in prices.

13.6. Other Provision:

- a. The agency should quote the applicable taxes and duties in the PRICE BID (part-B).
- b. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- c. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

PENALTY - DELAY

The contract is subject to the satisfactory performance of work, quality of product and adherence to BHEL requirements. In case of failure or delay on the part of contractor, BHEL will take alternative arrangement and the entire amount incurred in that connection will be recovered from the contractor. Persistent deviation in the contract may lead to termination of the contract at any moment without assigning any reason in writing at the discretion of BHEL, Ranipet.

PAYMENT TERMS:

- Payment will be made on monthly basis and will be paid within thirty days from the date of submission of bills. The bills should be addressed to the undersigned in triplicate and submitted during 1st week of every succeeding month. All statutory formalities will have to be complied with.
- Payments will be made only to bidder's Bank Account through EFT (Electronic Fund Transfer). In this regard, necessary forms for EFT shall be submitted by the successful bidder at the time of agreement.

EFFECT AND JURISDICTION OF CONTRACT

The law applicable to this contract shall be the laws in force in India. The courts in Ranipet, Tamilnadu, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

SIGNATURE & SEAL OF THE TENDERER

PART - III

NO DEVIATION CERTIFICATE

Certificate of Acceptance

"Certified that we have read and unders	stood all the terms and conditions of the Tender No.
BAP:HR:PR:PH:2020 dt: 26.06.2020 an	d that our company/ firm, namely,
	do hereby
unconditionally accept all the Terms and	Conditions set out in the Tender Document including
the penalty clauses therein.	
Date:	Signature of Authorised Signatory
Place:	(SEAL)

PART-IV

PRE-QUALIFICATION CRITERIA

PARTY'S NAME & ADDRESS	
(with phone no & e-mail id)	
Whether the Photo Studio/shop is located within	
30 kms from BHEL, Ranipet?	
Experience in Photography/Video coverage if any	
PAN No.	
(Self attested Xerox copy should be attached)	
CST No., if applicable	
(Self attested Xerox copy should be attached)	·
GST REGN. No., if applicable	
(Self attested Xerox copy should be attached)	
Any other information the tenderer may like to furnish.	
·	
Whether all the pages of the tender document has been	
signed	
Whether the rate quoted will be valid for 90 days.	
	l

I / We hereby declare that the information provided above is true and if found incorrect the tender will likely to be rejected at the discretion of BHEL.

Place:

UNPRICE BID

SI. No	SPEFCIFICATION OF WORK	Whether Rate/per copy * in Price bid (Part B) is quoted or not (YES/NO)	Whether Total rate for 2 years in Price bid (Part B) is quoted or not (YES/NO)	
01	Photography (soft copy + maxi size hard copy)	YES/NO	YES/NO	
02	Photography (soft copy only)	YES/NO	YES/NO	
03	Video Coverage	YES/NO	YES/NO	
04	Conveyance and halting charges	YES / NO	YES / NO	
05	GST applicability on S.No. 5 of Price Bid is indicated or not : YES / NO			
	If GST is applicable, % of Tax and GST Regn no : mentioned / not mentioned%			

^{*}rate per hour for video coverage. Rate per trip for conveyance and halting charges.

PART –'B' PRICE BID

<u>S.NO</u>	SPEFCIFICATION OF WORK	Approx. Quantity in nos for 2 years	Rate/copy in Rs*	Total In Rs
1	Photography (soft copy + maxi size hard copy)	3950		
2	Photography (soft copy only)	9218		
3	Video Coverage	66 hrs	(rate/hour)	
4	Conveyance and halting charges	292 trips	(rate / trip)	
5	Sub Total (SI.No: 01+02+03+04)			
6	GST if applicable on S.No. 5		% of tax	
7	Grand Total (S.No: 05+06)		

^{*} rate should be per hour for video coverage. Rate per trip for conveyance and halting charges.

Please Tick [\] the appropriate column below

GST APPLICABLE	GST NOT APPLICABLE

<u>In case of GST applicability</u>, the same shall be quoted in the rate schedule, both % and amount for the gross total. Please furnish your GST Registration No.(if applicable)

<u>If GST is not applicable</u> based on threshold exemption limit, the same shall be indicated above and at no point of time during the period of the contract, GST will be reimbursed/borne by BHEL.

DATE: