

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

**“Installation and commissioning of VC System in two meeting rooms at New Building, Noida
on rental for 6 months “**

**Ref. No. AA: CDT: VC: Rental, dated 26th Oct 2023
To be signed and stamped by the bidder**

M/s Integral Computers Pvt. Ltd

Dear Sir,

Sub: Enquiry for installation and commissioning of VC setup in two (02) meeting rooms on ground floor at BHEL New Building, Noida.

Bid is invited for subject requirement at BHEL New Building, Sector-16 A, Noida from M/s Integral Computers Pvt. Ltd 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:

Engineer (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building, Sector-16A
Noida – 201301
Contact Number - 01202416483/6472
Email (for receiving queries only before 20.10.2023)
atul.vyas@bhel.in, neeraj.meena@bhel.in

Thanking you,
Yours faithfully,

For and on behalf of BHEL

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1. Objective:

The tender is invited through Paper Bid from M/s Integral Computers Pvt. Ltd for installation and commissioning of VC setup in two (02) meeting rooms on ground floor at BHEL New Building, Noida.

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

2. Description of work and deliverables:

Installation and commissioning of VC setup in two (02) meeting rooms on ground floor at BHEL New Building, Noida for 6 months as per below mentioned details.

Sl. No	Location	Requirement
1	Meeting Room -1 (Ground Floor)	Single 75" inch Display with Video Conferencing facility
2	Meeting Room -2 (Ground Floor)	Dual 75" inch Display with Video Conferencing facility

The Video Conferencing setup installed in the conference room must enable the users to join any VC meetings with all features of video conferencing enabled from day 1(one). The set up must provide two-way communication with content sharing from near end and far end (one at a time). Bidder is required to provide the VC items as per BHEL requirement and BOQ as per **Annexure-V**.

3. Delivery period:

The successful bidder shall deliver all the equipment and install & commission the VC setup in both meeting rooms within 7 days of placement of order.

If the bidder fails to the delivery/ commissioning as per delivery schedule, penalty for late delivery/ commissioning will be levied on the Service Provider as per Clause 4(a) of this RFP.

4. Special Terms and Conditions:

a) Penalty for Late Delivery & Commissioning:

For the delay in commissioning as per delivery period, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total PO value for the entire contract period for the equipment(s) not delivered & commissioned in time as per the schedule defined in RFP clause of Delivery period. This penalty will be deducted from the first invoice, in case the penalty amount to be deducted is more than first invoice, the same will be adjusted from the subsequent invoice

b) Service Level Agreement (SLA):

The successful bidder shall ensure that the following SLA parameters are met:

VC System setup:

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- i. The bidder shall ensure support on 8X5 basis for all the hardware & software items of VC System setup. The successful bidder shall ensure that the SLA parameters are met.
- ii. An uptime of 99% on all VC System hardware & VC services per quarter.

c) Penalty for SLA Non-Conformance:

At the end of each quarter downtime will be calculated for all the systems (hardware and software).

A device will be considered up, when it is possible to dial a VC call using the device with all its components working properly. Failure of any individual component of the device will be considered as a failure of the complete device and penalty will be calculated as per line item cost of that particular device.

Downtime will be calculated on per quarter basis.

The deductions will be made as per the following formula:

VC Endpoints	
Uptime	Deduction
80.0% <= uptime < 99%	Deduction (D) per quarter = downtime in minutes for a quarter(d) x rental per minute (r)
uptime < 80.0%	Deduction (D) per quarter = downtime in minutes for a quarter (d) x rental per minute (r) x 2

Note: For VC system setup, all components like display, mic, speaker, CPU /codec will be considered as single unit for downtime calculation.

5. Payment Terms:

The tender will be on rental basis

- i. Equipment cost and maintenance cost will be as per price bid format (Annexure-I).
- ii. Bidder has to complete installation at the locations to be identified by BHEL along with Order. The rental quarterly payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. However, 1st quarter rent payment will be proportionate as per installation dates of various equipment, if required.
- iii. Payment shall be made in INR.
- iv. Bidder shall submit the quarterly bill along with all supporting documents by 15th day of the subsequent quarter.
- v. All payment under the contract are subject to deduction of penalty under the contract and applicable deduction on account of Taxes or any other amount recoverable by BHEL from successful bidder under this contract or under any other contract.
- vi. Payment will be released within 60 days (45 days in case of MSEs) from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & Duties along with following document.
 - a) Invoice in triplicate
 - b) SLA reports for the quarter (certified by BHEL)
 - c) Tax payment proof

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- vii. Delayed payments for vendor, if any, shall not attract any interest.

6. Location & Consignee Address

Name: Shantanu Singh
Designation: Dy. Manager (CDT)
BHEL New Building,
Sector -16 A, Film city
Noida, U.P. - 201301
Contact details: 011-66337558s
Email: shantanu.singh@bhel.in

7. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	26-Oct-2023
2	Last date of receiving queries from bidder	27-Oct-2023
3	Last date and time for submission of bid	30-Oct-2023, 1400 hrs
4	Bid opening date and time	30-Oct-2023, 1500 hrs

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,

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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. Ethical Standard

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

10. Bid Documents

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

Bid shall consist of the following:

- 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**

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- v) Bill of Quantities (BOQ) as per format enclosed as **Annexure-V**
- vi) Complete RFP 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.

11. 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.

12. Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

13. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without limitation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

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14. 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.

15. Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

16. Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

17. Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

18. Limitation of Liability:

The vendor's liability shall be limited to the value of this contract only.

19. 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 with a notice period of 15 days.

20. Special Clauses:

BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason with a notice period of 15 days.

21. 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

Annexure-V: Bill of Quantities (BOQ)

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PRICE BID FORMAT

S. No	Location	Requirement	Qty. (Lot)	Duration (in months) (A)	Quoted Price/per month in Rs. (exclusive of taxes) (B)	Applicable Taxes (in %) (C)	Total Price for entire duration in Rs. (exclusive of taxes) (D=A*B)
1	Meeting Room -1 (Ground Floor)	Single 75" inch Display with Video Conferencing facility	1	6			
2	Meeting Room -2 (Ground Floor)	Dual 75" inch Display with Video Conferencing facility	1	6			
Total Price for both Meeting Rooms for entire duration (Exclusive of taxes)							
Total Price for both Meeting Rooms for entire duration (Inclusive of Taxes)							

Total Expenditure excluding GST (in words): _____

Note:

- The tender evaluation will be done on Total / Gross amount (Excl. GST). Total of Prices should be indicated both in words as well as in figures.
- All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

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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

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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:

Annexure V**BOQ (Bill of Quantities)**

<u>S. No</u>	<u>Location</u>	<u>Items</u>	<u>Quantity</u>
<u>1</u>	<u>Meeting Room 1</u>	75" Diagonal Screen with 4k UHD Resolution	01
		Codec/CPU or equivalent for VC Call	01
		10X Optical 1080 HD USB Camera	01
		Mic with Voice pickup range up to 3 meters, Speaker (additionally if required)	01
Note: The VC System should be designed and properly sized for 12-seater (at least) room. All other accessories like remote, content cable etc. (as required) to be provided from day 1.			
<u>2</u>	<u>Meeting Room 2</u>	75" Diagonal Screen with 4k UHD Resolution	02
		10X Optical 1080 HD USB Camera,	01
		Codec/CPU or equivalent for VC Call	01
		Mic-Speakerphone: Microphone with Voice Pickup Range Up to 10 meters; Speaker- Built-in Hi-Fi Speaker, DSP AUDIO, Acoustic echo cancellation and noise reduction Dynamic speech enhancement; Wireless Microphone-2 X Wireless mic. or better	01
Note: The VC System should be designed and properly sized for 25-seater (at least) room. All other accessories like remote, content cable etc. (as required) to be provided from day 1.			