

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

कॉर्पोरेट संचार
Corporate Communication



No. CC/DNBS/AMC/2021-22
16.02.2022

To,

M/s. Misha Infotech Pvt. Ltd.
2212 A, The Corenthum, A-41,
Sector 62, Noida- 201301

Sub: Single Tender for Annual Maintenance Contract (AMC) of Digital Notice Board Services across BHEL

BHEL, India's largest engineering and manufacturing enterprise, has established itself as a leading international company in the field of power.

BHEL invites your competitive offer/ bid for **"AMC of Digital Notice Board System for providing uninterrupted services and support of the system installed at 20 locations across BHEL"** as per Scope of Work at Annexure – II.

Your offer should be submitted with following scanned attachments:

1. Annexure – I, II, III, V, VI, VII, VIII, IX duly stamped and signed on each page as a token of acceptance
2. **Price Bid** in the prescribed format as per Annexure – IV of 'Price Performa', Changes in Price Performa are not allowed

Your complete offer, as per details given above should be submitted in the tender box or handed over to the following officials on or before **2 PM on 18.02.2022 (Friday)** by hand/courier:

- Ms. Vaishali Wadhwa- Dy. Manager (CC)
Tel: 011-66337368, Email: vaishali@bhel.in
- Mr. Ujjwal Tomar- Dy. Manager (CC)
Tel: 011-66337399, Email: ujjwal@bhel.in

The bid shall be opened at 3:00 PM on the same day, received at the above mentioned address.
Thanking you,

The following enclosures form an integral part of this tender:

1. Specifications/ Scope of Work: Annexure – I
2. Terms and Conditions: Annexure – II
3. General Terms and Conditions: Annexure – III
4. Price Performa: Annexure – IV
5. No Deviation Certificate: Annexure – V
6. Declaration Certificate: Annexure – VI
7. Submission of Offer: Annexure – VII
8. Checklist: Annexure – VIII

Encl.: as above

Yours faithfully,

Vaishali
(Vaishali Wadhwa)
Dy. Manager (CC) 16/2/2022



SPECIFICATIONS/ SCOPE OF WORK

1. **AMC of Digital Notice Board System across BHEL** for uninterrupted services and support.
2. **Technical Specifications:** The system comprises the following three components:
 - **Server Application:** This application is a content management application which user can run on browsers and is installed on the server which is accessed through a secured channel. This application enables the administrator to create, preview and publish the content to the display systems which can deliver messages to targeted specific locations for specific times.
 - **Device:** This is the device (Nano Set up box) where client application is installed and this device connects to LCD/LED TV screens for any type of Display Screen (weather indoor or outdoor using HDMI port).
 - **Client Application:** This is an android device application, which is accessing data from the server based application and getting updated with in fraction of minutes. So if there is any change made on server side, it refreshes the content on client side display board for online solution.

The scope of work shall include providing uninterrupted services of the Digital Notice Board System and maintenance of the above components.

3. Support shall be provided online via Email/Phone (via remote access). However, in case if the problem persists, onsite visit to Delhi office shall also be provided on chargeable basis as mentioned in the Price Performa under other charges.

Vaishali
16/02/22

वैशाली वधवा / Vaishali Wadhwa
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली - 110049 / New Delhi-110049



SPECIAL TERMS & CONDITIONS

1.0 SUBMISSION OF OFFER

- 1.1 Your offer should be complete in all respects.
- 1.2 Price quoted should be firm and net.

2.0 PRICE

- 2.1 All prices quoted be all inclusive, but except GST, if applicable, which should be indicated separately in the column provided in the Price Performa enclosed as Annexure-IV.
- 2.2 Any miscellaneous/ extra charges to be indicated in the column provided in Price Performa enclosed as Annexure-IV.
- 2.3 If in the price structure quoted for the items, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 2.4 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 2.5 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to **Sl. No. 2.3 and 2.4** above.
- 2.6 If there is such discrepancy in an offer, the same shall 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.
- 2.7 Price to be filled-in as per the Price Performa enclosed as **Annexure-IV**. Change in Performa is not allowed.
- 2.8 Offers not fulfilling any of the above conditions are liable for rejection.

3.0 PRICE EVALUATION

- 3.1 Prices to be submitted in a separate sealed cover in the enclosed Price Performa (Annexure - IV)
- 3.2 The award of work shall be based on the Total Amount quoted against Sl. No. 2 in the Price Performa (**Annexure – IV**) i.e. **Total Amount all-inclusive but excluding GST**.

4.0 PENALTY- QUALITY

- 4.1 If the final product/work does not match the quality and specifications mentioned, BHEL will not be obliged to accept the goods/services. If at all the goods/services are accepted, penalty shall be imposed at a rate to be decided by BHEL as per BHEL rules. Agency shall be given reasonable opportunity to place their side before the penalty is applied.



- 4.2 Penalty on grounds of loss of data- No payment of any kind would be made or bills entertained in case of partial or complete loss of data. Further penalty shall be levied as applicable for the above at a rate to be decided by BHEL as per BHEL rules.

5.0 PENALTY DELAY

- 5.1 Downtime of the Digital Notice Board System, exceeding 24 hours from the time of raising complaint through email/SMS/whatsapp, if and when attributable to the vendor shall be liable to attracting penalty @ 0.5% of the contract value per day.
- 5.2 On account of unsatisfactory performance, unprofessional behavior or any other non-compliance to contract terms & conditions, the service contract is liable to be suspended with immediate effect and BHEL shall start proceedings for termination of the contract as per clause no. 15.0 of General Terms and Conditions (Annexure III) of the tender enquiry.

6.RISK PURCHASE

- 6.1 If the bidder fails to deliver services or any installment thereof within the period fixed for such delivery and failing to adhere to the contract specifications or at any time repudiates or refuses or is unable to supply services covered by the Order either in whole or in part or commits any breach of order not herein specifically provided for or in the event, BHEL shall be entitled to cancel the order either in whole or portion thereof without compensation to bidder and if BHEL so desires, may procure upon such terms and in such manner as deemed appropriate, at the risk and cost of the bidder and the bidder shall be liable to BHEL for any excess costs provided that the bidder shall continue the performance of the order to the extent not cancelled under the provisions of this clause. Bidder shall on no account be entitled to any gain on such repurchases.

7.0 Award of Work

- 7.1 The award of work shall be based on the Total Amount quoted against Sl. no. 2 in the Price Performa (Annexure-IV) i.e. Total Amount including of all taxes, duties etc. but exclusive of GST, in Figures as well as in Words, subject to the clauses under sl.no. 2.0 of this Annexure (Annexure- I).

8.0 DURATION OF SERVICE CONTRACT

- 8.1 BHEL shall enter into a service contract with the selected agency for a period of one year.



GENERAL TERMS AND CONDITIONS

1.0 TAXES

- 1.1 It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Performa enclosed as **Annexure- IV**.
- 1.2 To enable BHEL to avail GST Input tax credit, contractor shall submit GST complaint Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- 1.3 Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- 1.4 Payment to the Contractor will be subjected to the TDS as per rules in force from time to time. The Tax deduction at Source (TDS) shall be done as per the provisions of the Income Tax act and GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 1.5 GSTIN of BHEL will be provided to the contractor with the LOI.
- 1.6 All documents required for issue of E-way bill shall be provided by the bidder.

2.0 PRICE ESCALATION CLAUSE

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

3.0 VALIDITY OF OFFER

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

4.0 TERMS OF PAYMENT

- 4.1 Payment shall be released within thirty days from the date of receipt of bills after submission of requisite proofs of successful completion of the work as per work order.
- 4.2 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 4.3 BHEL reserves the right to make payment through E-mode. Successful bidder shall be required to furnish the EFT Details upon selection on its letter head as per Annexure IX.
- 4.4 Payment shall be made on quarterly basis upon raising of bills by the vendor.



5.0 FORCE MAJEURE

- 5.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Seller/Contractor including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 5.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 02 (two) days after the occurrence of such event.
- 5.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 5.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not (a) Constitute a default or breach of the Contract. (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 5.5 A bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

6.0 BHEL's FRAUD PREVENTION POLICY

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

7.0 ARBITRATION

- 7.1 In case of failure to arrive at amicable settlement, dispute of any kind whatsoever which arise between BHEL and the bidder in connection with or arising out of the Order / Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contractual obligations whether before or after the termination, abandonment or breach of the Contract, shall be referred through prior notice in writing by either party to Arbitration.



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

7.3 Any dispute shall be referred to the sole arbitration of Head of Corporate Communication of BHEL or his nominee, within 45 days of the receipt of the notice invoking arbitration.

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

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

7.4.2 The place of Arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

7.4.3 The language of the Arbitration proceedings shall be English.

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

7.4.5 The cost of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding upon the parties to the dispute and shall be enforceable in any court of competent jurisdiction as decree of the court.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract not affected by the issues governing arbitration unless they otherwise agree.

8.0 EFFECT AND JURISDICTION OF CONTRACT

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

9.0 ACCEPTANCE OF TERMS AND CONDITIONS

9.1 The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause. Bidders are required to submit a 'No Deviation Certificate' to this effect as per format in Annexure V.

9.2 Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure V or counter terms and conditions prescribed by the supplier in the Tender shall not be considered and may lead to outright rejection of such offer.

10.0 CONTRACT

10.1 The contract shall terminate on the expiry of one year from the date of placement of PO (12 months) until and unless renewed by us. The contract may be extended by us for another one year based on satisfactory performance by the vendor. However, BHEL has no obligation to renew the contract.



Also, BHEL reserves the right to review the contract after six months from the date of placement of order.

11.0 CANCEL/SCRAP OF TENDER

11.1 BHEL reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

12.0 CONFIDENTIALITY

11.1 All information in the Tender Document which will be shared subsequently is meant only for your consumption and not for sharing, unless and otherwise, authorized by BHEL in writing. Please ensure compliance.

13.0 INSURANCE

12.1 To insure all goods and manpower connected with this job, during transit or execution of work at site or in your factory, etc., should be the responsibility of the bidder.

13.0 AUTHORISED OFFICER

13.1 The General Manager (Corporate Communication) / BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding on the bidder. The authorized officer shall hold all the meetings in Delhi only.

14.0 FORECLOSURE OF CONTRACT

14.1 BHEL reserves the right to immediately short close the contract in case of any unprofessional attitude, major omission, and unsatisfactory performance on the part of the agency including repeated delay in response time. Unsatisfactory performance additionally shall involve levying of penalty on the service provider in line with Clause no. 5.0 of Special Terms & Conditions (Annexure II).

14.2 If at any time after the commencement of the contract, BHEL shall for any reason whatsoever is required to abandon/foreclose the contract or does not require the whole work/services thereof as specified in the tender to be carried out, BHEL also reserves the right to short close this contract by giving a prior notice of **one month**. In such a case, all bills/payments pending with BHEL for all duly completed jobs as on date will be duly processed.

15.0 CONTACT PERSONS:

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

- Ms. Vaishali Wadhwa- Dy. Manager (CC)
Tel: 011-66337368, Email: vaishali@bhel.in
- Mr. Ujjwal Tomar- Dy. Manager (CC)
Tel: 011-66337399, Email: ujjwal@bhel.in



Bharat Heavy Electricals Ltd.

Note: Your offer is subject to the terms & conditions, as laid in this Annexure and a duly signed copy for acceptance of this Annexure shall form part of your offer, to be submitted along with other documents as mentioned in the tender.

वैशाली वधवा / Vaishali Wadhwa
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत भारी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

Vaishali
16/02/22



ANNEXURE -IV

SCOPE OF WORK/PRICE PROFORMA

S. No.	Items Description/ Scope	Total Price inclusive of all but excluding GST as applicable
1.	Annual Maintenance service and offsite support for Digital Notice Board System at 20 locations across BHEL for one year	
2.	Total Price (in words) all-inclusive but excluding GST	
3.	Other charges (Only when requirement arises)	
i.	Onsite Visit charges (per visit)	
ii.	Server application reinstallation charges	
iii.	Device replacement (New Device)	
4.	GST applicable. Indicate percentage & amount in the space provided	

Note:

1. Amount quoted by the bidder should be inclusive of all taxes/ duties applicable except GST, which should be indicated in the space provided i.e. against Sl. no. 2 in the above Performa.
2. Price Performa to have prices only. Any comments / deviations in this Part shall be treated as Null & Void. No claim, whatsoever, in this regard shall be entertained.
3. Other charges are to be mentioned separately as per columns provided in the Price Performa above. That should not be a part of the Total AMC price.
4. AMC shall start from date of acceptance of order. Please note that for any technical support, onsite visit may be required for which charges as filled in the Price Performa, shall be paid separately.
5. Please quote your offer in this Performa only by or before 2 PM on 17.02.2022
6. Payment shall be made on quarterly basis after the generation of GST invoice by the contractor. Payment shall be made within 30 days through ECS.
7. Evaluation of the compliant offer will be on the basis of Total amount quoted against Sl. no. 2 above.

(Signature of Authorized Official)



Annexure – V

No Deviation Certificate

(to be given on Bidder's letter head)

Certificate of Acceptance

It is certified that we have read and understood all the terms and conditions of the Tender No. **CC/DNBS/AMC/2021-22** dated **16.02.2022**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Date:

Signature of Authorized Signatory

Place:

(Designation)



Bharat Heavy Electricals Ltd.

Annexure – VI

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

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

Authorized signatory
(With Seal)

Vaishali
16/02/22

वैशाली वधवा / Vaishali Wadhwa
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049



SUBMISSION OF OFFER

Your offer has to be submitted as follows:

- a) Acceptance of the enclosed BHEL 'Special Terms and Conditions' (Annexure-II), & 'General Terms and Conditions' (Annexure-III) and Conformity to 'Specifications/ Scope of Work' (Annexure-I), by way of signing and affixing rubber stamp on each page of the referred Annexures.
- b) Declaration Certificate as per Annexure-VI
- c) No Deviation Certificate as per Annexure – V
- d) Check List as per Annexure – VIII
- e) Price bid.

Vaishali
16/2/22

वैशाली वधवा / Vaishali Wadhwa
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049



Annexure – VIII

CHECKLIST

S. No.	Description /Item	Enclosed Yes/No
1.	No Deviation certificate as per Annexure V	Yes/No
2.	Declaration Certificate as per Annexure-VI	Yes/No
3.	Acceptance to “BHEL Special Terms & Conditions” as per Annexure – II, “BHEL General Terms & Conditions” as per Annexure – III, and conformity to “Scope of Work” as per Annexure – I, by way of signing and affixing rubber stamp on each page	Yes/No
4.	Check List as per Annexure – VIII	Yes/No
5.	‘PRICE PERFORMA’ as per Annexure-IV without any comments / deviations	Yes/No
6.	GST Registration Certificate	Yes/No

Vaishali
16/02/22

वैशाली वधवा / Vaishali Wadhwa
उप प्रबंधक / Deputy Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
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