

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049
Tel: -011-66337438

Single Tender Enquiry on

M/s Tata Teleservices Ltd.

For

Rate Contract for providing outgoing call facility by fixed line telephone services at Joy Tower, Sector-62, Noida & BHEL House, Siri Fort, Delhi

NIT No.- AA:GAX:21:TC:101, Dated: 21-05-2021

Prepared By:
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HR-GAX & ISMG

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HR-GAX & ISMG

Last Date for Submission: Date 28.05.2021 UPTO 15:00 Hrs.



Notice Inviting Tender

NIT No. :GAX:21:TC:101 Dated 21.05.2021

Sealed tender is invited from **M/s Tata Teleservices Ltd.** for the below mentioned work. Tender is invited in single bid system in a sealed envelope to be submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Completion period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Providing outgoing call facility by fixed line telephone services at Joy Tower, Sector-62, Noida & BHEL House, Siri Fort, Delhi	1 Years	28-05-2021 Up to 15:00 Hrs.	28-05-2021 at 15:30 Hrs.	On email corp_admin@ bhel.in

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to keep referring the said website for Corrigendum/Addendum until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- In case of any clarification is required by bidder, undersigned can be contacted on Telephone No.- 011-66337438 or at e-mail: vikrantk@bhel.in.



21.05.2021
विक्रान्त कुमार (Vikrant Kumar)
उप प्रबंधक / Dy. Manager
म.स.-आई.एस.एम.जी. एवं कॉ प्रो
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049

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General Conditions of Contract (GCC)

CHAPTER-1

General Terms and Conditions



CHAPTER-I

General Terms and Conditions

1.1 POWER OF ATTORNEY:

- 1.1.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 1.1.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 1.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.3 The Bidder(s) 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.

1.4 RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

1.4.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution

1.4.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

1.4.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

1.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

1.4.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

1.4.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk and Cost Amount= $[(A-B) + (AxH/100)]$

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5.

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.

- 1.5 The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 1.6 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 1.7 BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.8 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.9 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.10 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.11 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.

g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

1.11.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.11.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

1.12 **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 any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

1.13 **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission

pf BHEL

SETTLEMENT OF DISPUTES:

- 1.14 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.15 **ARBITRATION:**

- 1.15.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi. Further, the cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

- 1.15.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of

the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

1.16 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.17 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

1.17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the

opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.17.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.18 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.19 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-B). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

1.20 Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.

1.21 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 1.22 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 1.23 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 1.24 **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.25 **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format (Annexure-E) in favor of BHEL after the works are finally accepted or finalization of contract.
- 1.26 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.27 **Liaisoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.28 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.29 OTHER ISSUES

- 1.29.1 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 1.29.2 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 1.29.3 E- invoicing shall be applicable as per direction/norms of government.
- 1.29.4 This contract will be valid initially for a period of one year from the date of award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving

one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.

- 1.29.5 All tools & tackles required for maintenance work shall have to be provided by vendor at no extra cost.
- 1.29.6 BHEL shall provide power and water supply for repair work, free of cost.
- 1.29.7 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by vendor at their own cost.
- 1.29.8 The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.
- 1.29.9 Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Price quoted should be firm, final and not subject to any price escalation.
- 1.29.10 If the services of the bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the bidder does not rectify the non-performance notified, within the aforesaid notice period. Payment for the period up to date of termination of contract i.e., up to end of notice period shall be made on pro-rata basis.
- 1.29.11 Bid shall be received and opened on the due date and time as mentioned above and opening will be in the presence of bidder or their authorized representatives who may like to be present. Bid received after due date & time are liable to be rejected.
- 1.29.12 The breakdown complaints shall be lodged over telephone and they should be attended immediately.
- 1.29.13 The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of applicable PF & ESI Act for their workforce deployed for execution of work.



Special Conditions of Contract (SCC)

Sl. No	Detail	Description
1	Technical Terms	Technical Terms & Conditions
2	Scope of Work	Details related to Scope of Work
3	Validity of Contract	Details related to Validity of Contract
4	Taxes & Duties	Details related to Taxes & Duties
5	Payment Terms	Details related to Payment Terms
6	Penalty Clauses	Details related to Penalty Clauses
Sl. No	Name of Annexure	Description
1	Annexure-A	Price Bid Format
2	Annexure-B	Acceptance Letter/Deviation Certificate
3	Annexure-C	Declaration Certificate
4	Annexure-D	Bidder's Details
5	Annexure-E	No Claim Certificate
6	Annexure-F	Check-list(Summary of compliance to requirement of tender)



The Scope of Work, Terms & Conditions of the tender are mentioned below.

1.0 TECHNICAL TERMS & CONDITION

- 1.1 The PRI lines will be used for DID/out-going calls/in-coming calls.
- 1.2 The PRI lines DELs shall provide access to PSTN. The lines shall provide outgoing/incoming calls facility to all subscribers of PSTN worldwide.
- 1.3 The successful tenderer shall provide software/hardware required to monitor PRI lines. Without any extra charge.
- 1.4 The successful tenderer shall provide the last mile connectivity over a dedicated high speed full duplex optical fiber link. The fiber link shall be completely in shall heeling ring topology with diverse physical path.
- 1.5 The PRI lines shall facilitate advice of charge (AOC) and reversals to facilitate call billing.
- 1.6 The ISDN PRI lines shall provide 30 bearer channels with one D channel (30B+D). The bearer voice channels shall be of 64kbps each. The D channel shall also be of 64kbps.
- 1.7 The successful tenderer shall provide Computer Telephony Integration features on 410 extensions. These extensions should provide following features:-
 - a) Making out bound calls using main directory on CTI server.
 - b) Making out bound calls using outlook express/MS outlook directory loaded in the PC placed adjacent to extensions.
 - c) Incoming call detail display & call log details (Missed/Answered/Dialled). CTI server & software required for the same shall be provide by the successful tenderer at no extra cost.

2.0 SCOPE OF WORK

- 2.1 Bidder shall maintain the existing connection of the PRI lines & DELs to EPABX system of BHEL
- 2.2 Bidder shall insure the equipment either existing or likely to be provided under the contract against perils like fire, earthquake, theft, etc. at his own cost.
- 2.3 Bidder shall maintain existing 8 nos. of primary rate interface ISDN (PRI) lines during the tenure of contract. The bidder shall also maintain One Direct Exchange Line (DEL).
- 2.4 BHEL however reserves the right to increase the quality of DELs at any time during the contract period.

- 2.5 Rate for outgoing pulses quoted by the tenderers should be inclusive of all taxes and duties.
- 2.6 Rate quoted should remain valid during the currency of the contract i.e. contract duration as mentioned in the Work Order. Increase in rates, due to any reason, shall not be permissible during this period.
- 2.7 The number of outgoing pulses mentioned in price bid format Annexure-A were the average monthly outgoing pulses during the last financial year, On DELs being replaced. Payment shall however be made for the actual number of outgoing pulses dialed.
- 2.8 The outgoing pulses shall be the only chargeable item under the contract. No charges of any other kind shall be payable by BHEL under the contract. Accordingly, monthly rental on PRI lines/DELs, Charges for installation, maintenance registration, etc. shall not be payable.
- 2.9 The rate quoted in the price bid format shall be strictly as per the pulse rate mentioned in Price bid (Annexure-A) and no deviation in the pulse rate will be acceptable. The tentative quantities against each item have been mentioned in the Price bid. However, these quantities may vary by $\pm 30\%$ during the currency of the contract.

3.0 Validity of Contract: The contract duration shall be for a period of one year from the date mentioned in the award of contract.

If the services are found to be unsatisfactory, then the contract may be terminated giving one month's written notice to the contractor, If the non-performance notified are not rectified within the aforesaid notice period. Payment for the period up to the date of termination of contract i.e. up to the end of notice period shall be on pro rata basis.

4.0 TAXES & DUTIES: -

- 4.1 Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- 4.2 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 CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- 4.3 Vendor to submit the copy of GST returned along with the bill, so that timely input tax credit can be availed by BHEL.
- 4.4 Digital tax invoice shall be preferred.
- 4.5 To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax

amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.

- 4.6 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- 4.7 GSTIN of BHEL will be provided to the vendor along with the work order.
- 4.8 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.9 While making the payment, statutory deductions as applicable, shall be made by BHEL. 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.
- 4.10 Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.11 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.
- 4.12 The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and file return as per respective extant rule.

5.0 PAYMENT TERMS: -

- 5.1 The monthly bills for ISDN PRI lines & DELs shall be paid within 15 days of their submission. However, disconnection of services due to delayed payment shall not be permissible. No late fee shall be paid by BHEL. No advance payment shall be paid by BHEL.
- 5.2 The successful tenderer shall provide Extension wise billing with complete call details.
- 5.3 No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.

6.0 PENALTY CLAUSES:

- 6.1 The vendor should attend all the complaint within 4 hours of their lodgment on telephone, otherwise penalty of Rs. 500/- per Complaint shall be imposed. The complaint lodged over telephone shall be recorded in the complaint register maintained by BHEL. While calculating the penalty, following holidays shall be excluded -Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday. Formula for calculating the penalty shall be equal to "Total time between lodgment of Complaint over telephone & time of attending the Complaint- Holidays". For e.g. if the complaint is lodged at 5 P.M. on Saturday and attended at 12:30 P.M.

on immediate Monday, then there should be no penalty. However, if the same Complaint is attended after 12:30 P.M. on Monday then there shall be penalty of Rs. 500/-.

6.2 The Penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the contractor.
(Rates shall remain firm for the entire duration of contract).

6.3 The total penalty shall not exceed 10% of the contract value.



Price Bid

S.No.	Chargeable items	Unit	Quantity	Call Rate excluding GST in Figures (Rs. Per pulse) (C)	Call Rate excluding GST in Words (Rs. Per pulse) (D)	Amount excluding GST E = B X C
1	Local (Landlines) Outgoing calls (Pulse rate as per Table-1)	No. of pulse per month	10304			To Be Calculated by BHEL
2	Local (Mobile) Outgoing calls (Pulse rate as per Table-1)	No. of pulse per month	38989			To Be Calculated by BHEL
3	Others Call (e.g Customer Care)	No. of pulse per month	11			To Be Calculated by BHEL
4	STD (Landline) Outgoing calls (Pulse rate as per Table-1)	No. of pulse per month	9140			To Be Calculated by BHEL
5	STD (Mobile) Outgoing calls (Pulse rate as per Table-1)	No. of pulse per month	24230			To Be Calculated by BHEL
6	ISD	No. of pulse per month	85			To Be Calculated by BHEL
				NET TOTAL		To Be Calculated by BHEL
				TOTAL FOR 12 MONTHS		To Be Calculated by BHEL
				Applicable GST on above (in %) in Figures		
				Applicable GST on above (in %) in Words		
				GROSS TOTAL		To Be Calculated by BHEL



Signature
With name, designation & seal of the firm

Table-1

Mode of Call	Nature of Operator	LOCAL	STD
		Pulse Rate (in secs)	
Landline	Same Operator	180	60
	Different Operator	180	60
Mobile	Same Operator	180	60
	Different Operator	60	60

Signature
With name, designation & seal of the firm



Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause Nos. of terms & conditions which are not acceptable)

1.

2.

3.

4.

5

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____.

Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature

With name, designation & seal of the firm



Declaration

I / We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature

With name, designation & seal of the firm



Bidder's Details

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	PAN	
10	GSTIN	
11	Any other information (if any)	
12	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: (i) Submit a cancelled cheque and copy of PAN card for verification of above bank details.

(ii) Submit copy of GSTIN of the firm.



Signature
With name, Designation & seal of the firm

No claim Certificate**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL , Corporate Office, New Delhi for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated) and the payment of this bill shall be in full and final.

Date:

Signature

With name, Designation & seal of the firm



ANNEXURE -F**CHECK-LIST****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	Priced bid as per Annexure – A.		
2	Acceptance letter/ Deviation certificate as per Annexure – B.		
3	Declaration as per Annexure – C.		
4	Bidder's Details Annexure – D		
5	No Claim Certificate Annexure – E		
6	Check List Annexure – F		

Signature
With name, Designation & seal of the firm



