

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

New Building, BHEL Complex, Plot 25,
Sector 16A, Noida -201301

Date: 06/12/2023

To,

M/s Coral Telecom Limited

2, U/G Floor, National Park,

Lajpat Nagar-4, New Delhi-110024

Email: praveen.garg@coraltele.com


Kind Attn: Mr. Praveen Garg

**Subject: TENDER FOR Repair of EPABX system installed at New Building sector 16A, Noida
(NIT NO. AA: GAX: 23: EPABX: 001)**

This is to inform that NIT NO. AA: GAX: 23: EPABX: 001 dated 06/12/2023 for Repair of EPABX system installed at New Building sector 16A, Noida has been issued to you in Single Part bid. The due date & time of bid submission is 08.12.2023 up to 14.30 HRS. Following documents pertaining to the said tender are enclosed.

1. Notice Inviting Tender along with Price bid and other terms & conditions.

Yours faithfully,


(Abhishek Jha)
Dy. Mgr. (NBP)

Bharat Heavy Electricals Limited
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**Tender for Repair of EPABX system installed at New Building
sector 16A, Noida**

New Building Project Group
नवीन भवन परियोजना समूह

**BHEL Complex, Plot 25, sector 16 A,
Noida - 201301**

Abhishek Singh



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

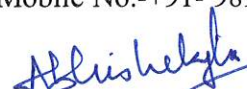
New Building Project Group, BHEL Complex, Plot 25,
Sector 16A, Noida -201301

NOTICE INVITING TENDER

Tender is invited in Single part bid system. Complete offer is required to be placed inside a single envelope/cover & submitted on or before the specified date and time (mentioned below) at the address specified in the tender document. NIT No. and its due date to be clearly mentioned on the envelope containing offer.

Sl. No.	Name of work	Completi on period	Tender cost in Rs.	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Repair of all faulty PCB modules of Coral make (Serial No. 20171303030, model no. IRIS-IVDX) EPABX system installed at BHEL Complex, Plot 25, sector 16A, Noida – 201301	30 Days	NIL	08.12.2023 Up to 14:30 Hrs.	08.12.2023 at 1500 Hrs.	Tender Box at 10 th floor, New Building, BHEL Complex, plot 25, sector 16A, Noida. - 201301

- 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.
- 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 bidder shall not have any claim arising out of such action by BHEL.
- For penalty for delay refer tender documents.
- In case of any clarification the bidder can contact undersigned on Mobile No. +91- 9899332457 or at e-mail: abhishekjha@bhel.in. upto 07/12/2023 at 16:00 hrs.


(Abhishek Jha)
Dy. Mgr. (NBP.)

**M/s Coral Telecom Limited
2, U/G Floor, National Park,
Lajpat Nagar-4, New Delhi-110024**

Kind Attn: Shri Praveen Garg (Mob: 9891955544)

**SUBJECT: Tender for Repair and maintenance of EPABX system installed at New Building
sector 16A, Noida**

Your most competitive offer is invited, in sealed cover for the Repair and maintenance of EPABX system installed at New Building sector 16A, Noida (Model IRIS-IVDX, S No. 20171303030). The Scope, terms & conditions of the tender are mentioned below.

1.0 SCOPE OF WORK

All modules of the EPABX system installed at New Building Office which have become faulty, fully or partially, needs to be repaired so as restore all faulty exchange and make all the 650 extension up and working.

Successful bidder has to submit the test report after repair, duly signed by concerned BHEL official.

2.0 GENERAL TERMS & CONDITIONS

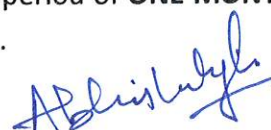
- 2.1 The installed EPABX system is of Coral make, model IRIS-IVDX, SN - 20171303030. Vendor may visit the site and check the installed system before bidding for the subject work in the tender.
- 2.2 The successful bidder should comply with all statutory requirements applicable for this contract. The successful bidder shall pay minimum wages applicable in UP or more to their workforce deployed for execution of work. The successful bidder shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work.
- 2.3 All tools & tackles required for carrying out the work shall have to be provided by the successful bidder at no extra cost.
- 2.4 Any components / modules damaged due to mishandling by the person deputed by the successful bidder shall have to be restored back to its original condition by the successful bidder at their own cost.
- 2.5 The successful bidder shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the successful bidder.
- 2.6 Bids with overwriting are liable to be rejected.



- 2.7 If the services of the successful bidder are found to be unsatisfactory, then the contract, may be terminated giving one month's written notice, if the successful bidder does not rectify the non-performance notified, within the aforesaid notice period.
- 2.8 The bidder must accept all terms & conditions of the tender unconditionally. Offer with deviations from terms and conditions of this tender is liable to be rejected.
- 2.9 Tender shall be received and opened on the due date and time as mentioned above and opening will be in the presence of bidders or their authorized representatives; who may like to be present. Tender received after due date & time is liable to be rejected.
- 2.10 The General terms & conditions form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 2.11 Tenderer is advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission). Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

3.0 SPECIAL TERMS & CONDITIONS

- 3.1 Price to be filled-in strictly as per the Price Bid Format (refer Annexure A). Price quoted shall be firm, final and not subject to any price escalation.
- 3.2 **SUB-CONTRACTING:** The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The successful bidder is solely responsible to BHEL for the work awarded to him.
- 3.3 The rates quoted in the Tender shall remain valid for a period of **ONE MONTH** from latest due date of tender opening (including extension, if any).



3.4 COMMENCEMENT OF WORK

- a) The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
- b) If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract.
- c) All the work shall be carried out under the direction and to the satisfaction of BHEL.
- d) The successful bidder has to mobilize all resources and commence the work within 10 days from the date of award of work / LOI or handing over of vacant site whichever is later with due expedition without delay. The responsibility of contractor under this Contract commences from the date of issue of the Letter of Intent. The contractor shall submit a detailed implementation/execution schedule within 4 days from the date of award of work considering the overall project completion schedule for approval of BHEL. This schedule shall be approved by BHEL and the same will form the basis for monitoring the progress of work.
- e) The work completion period will be 30 days from the date of placement of order. Entire work has to be completed within the completion period.

4.0 TAXES AND DUTIES:

- a) To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the Contractor 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 Contractor by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- g) 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) Code etc.
- h) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.



i) **DOCUMENTS REQUIRED:**

- i. Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- ii. Self-attested copies of the PAN No. & GSTIN Registration No.
- iii. Bidder must submit the price bid (enclosed at Annexure-A) duly filled & signed.
- iv. No deviation certificate as per Annexure –B (enclosed) must be signed and stamped.
- v. The Bidder must submit a declaration (enclosed at Annexure –C), duly filled & signed.
- vi. Bidder must submit the letter of indemnity in the enclosed format (Annexure-D).
- vii. Bidders must submit the bidder's details (enclosed at Annexure – E).

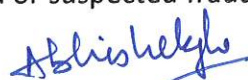
5.0 PAYMENT TERMS

- a) No advance payment or the payment for mobilization of work will be made to the contractor. 100% payment shall be made within 15 days after successful completion of work in all respect, certified by BHEL's official and submission of bill complete in all respects with all required documents enclosed as per contract.
- b) The processing of bill shall also require signing of measurement books by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.
- c) The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor. No interest shall be payable on any amount due to the contractor. BHEL shall settle the bill after deducting all liabilities of Contractor to BHEL. Test report duly signed by concerned BHEL official to be submitted with the bill for processing of the payment.

Note: No interest shall be payable for delay in making the payment, if any.

d) **PENALTY CLAUSE FOR DELAY:** If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. The Penalty shall be applicable on contractual value or executed value of works whichever is more. Further in case of Penalty recovery, the applicable GST on Penalty shall also be recovered.

e) **FRAUD PREVENTION CLAUSE:** The bidders along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <https://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.

f) The price quoted shall remain firm during the contract period including any extension of the original contract period and no price variation compensation shall be paid by BHEL, for whatsoever reason. Early completion of work is acceptable by BHEL. However, no reward / bonus shall be admissible.

While every endeavour shall be made by the BHEL, it cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation / extra payment / overrun compensation on this account.

6.0 CONTRACT LAW, NOTICE AND ARBITRATION

6.1 Arbitration

- a) In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

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 venue of arbitration shall be at Gautam Buddha Nagar.

6.2 Laws governing the contract

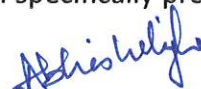
The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

6.3 Jurisdiction of Court

Courts at Gautam Buddha Nagar, Uttar Pradesh shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

6.4 Default / Breach of Contract, Insolvency and Risk Purchase

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event

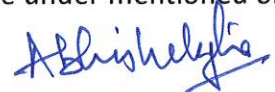


of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency 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 / services not so delivered or others of a similar description where stores / services 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.

7.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- a) Bids shall be dropped in the Tender Box, kept at New Building Office, Plot 25, Sector 16A, Noida – 201301, on or before the due date and time, in single part.
- b) Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid.
- c) The offer is to be submitted in single part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.

Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offer for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above.



(Abhishek Jha)

Deputy Manager
Bharat Heavy Electricals Ltd
New Building Project Group,
BHEL Complex, Plot 25,
Sector 16A, Noida-201301

ANNEXURE-A**PRICE BID**

SN	Item Description	Unit	Qty.	Unit rate (Rs.)	Amount (in Rs.)
1	Repair of all faulty PCB modules of Coral make (Serial No. 20171303030, model no. IRIS-IVDX) EPABX system installed at BHEL Complex, Plot 25, sector 16A, Noida – 201301	Lump Sum	1		

Note:

1. The rate quoted above shall be exclusive of GST.
2. GST shall be payable extra as applicable.
3. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that may be treated as 'NULL & VOID'.
4. The scope of work shall be as per clause no. 1.0.
5. The rates shall remain firm for the entire duration of the contract.
6. Payment terms & Penalty clause shall be as per clause no. 5.0.

Signature

With name, Designation & seal of the Firm



ANNEXURE-B

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender. We hereby certify that we do not have any deviations to the tender. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

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.

Signature

With name, Designation & seal of the firm

A handwritten signature in blue ink, appearing to read 'A. Chishale', is written over a horizontal line.

ANNEXURE-C

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

Abhishek

Annexure-D

LETTER OF INDEMNITY

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature

With name, Designation & seal of the firm

Abhishek

ANNEXURE-E**Bidder's Details**

Sl. No.	Vendor's Details	
1	Name of Vendor/ 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 No. & GSTIN No.	
10	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: (1) Submit a cancelled cheque for verification of above bank details. (2) Submit Self-attested copies of the PAN No. & GSTIN Registration No.

Signature
With name, Designation & seal of the firm

