



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

BHEL House, Siri Fort, New Delhi-110049

Tender Ref. No.: CC/EVNT/60th AGM/2024-25 dated 31.07.2024

Tender Title: Providing integrated e-platform, video conferencing & webcast for BHEL's 60th Annual General Meeting as per MCA framework.



CC/EVNT/60th AGM/2024-25
Date: 31.07.2024

NOTICE INVITING SINGLE TENDER

To
M/s National Securities Depository Limited (NSDL)
601, 603-604, 6th Floor, Tower-A,
Naurang House, K.G. Marg, Connaught Place, New Delhi – 110001

Kind Attention: Mr. Abhishek Mishra / Senior Manager - NSDL

Dear Sir,

Subject: Providing integrated e-platform, video conferencing & webcast for BHEL's 60th Annual General Meeting as per MCA framework.

BHEL is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer, globally.

BHEL invites your best competitive offer for '**Providing integrated e-platform, video conferencing & webcast for 60th Annual General Meeting of BHEL as per the framework stated by Ministry of Corporate Affairs (MCA)**'.

Following points relevant to the subject tender may please be noted for compliance: -

S. N.	Issue	Description
1	Tender Ref. No.	CC/EVNT/60 th AGM/2024-25 dated 31.07.2024
2	Tender Title	Providing integrated e-platform, video conferencing & webcast for BHEL's 60 th Annual General Meeting as per MCA framework.
3	Tender Type	Single Tender
4	Mode for Submission of Offer	Tenderers have to submit their bids/offers electronically/ through online only by registering and logging to BHEL e-Procurement portal https://eprocurebhel.co.in/ . Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.
5	Corrigendum/Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal https://eprocurebhel.co.in/ . Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.
6	Last Date and Time of Receipt of Tender	1400 hrs. on 03.08.2024
7	Opening of Bid	1430 hrs. on 03.08.2024



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
Corporate Communication, New Delhi

Your offer should be submitted electronically/ through online mode only by registering and logging to BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.

The following enclosures form an integral part of this tender: -

1. **Scope of Work**
2. **General Terms and Conditions**
3. **Self-Declaration Certificate**
4. **Price Bid as per attached .xls format**

- Annexure – I**
Annexure – II
Annexure – III
Annexure – IV

For & On behalf of
Bharat Heavy Electricals Limited


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली-110049
BHEL House, Siri Fort, New Delhi-110049

Ujjwal Tomar
Manager (Corp. Comm.)


उज्ज्वल तोमर / Ujjwal Tomar
प्रबंधक / Manager
कॉर्पोरेट संचार / Corporate Communication
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली-110049
BHEL House, Siri Fort, New Delhi-110049



SCOPE OF WORK

1. Overview

BHEL has decided to hold its 60th Annual General Meeting (AGM) through Video Conferencing (VC) as per the framework provided by the Ministry of Corporate Affairs (MCA).

2. Scope of Work

Providing integrated platform, video conferencing & webcast as per MCA framework which majorly includes the following: -

- a. Integration & usage of Video Conferencing along with providing e-Voting during live AGM
- b. Integration & usage of Attendance logs
- c. Video Conference & Transmission for complete duration of e-AGM
- d. Speaker Registration
- e. Coordination with RTA for Uploading of Register of Members
- f. Moderator Assistance
- g. Video Recording with Transcription (system generated)
- h. Provision for separate Instapoll window for selection of the Chairman of the Meeting
- i. Webcast of AGM including creation of separate webcast link for hosting on BHEL Website

3. Date & Schedule of BHEL's 60th AGM

The date of holding BHEL's 60th AGM has been scheduled on Thursday, 22.08.2024 from 10 AM onwards. However, the date & time may be revised/changed as per requirement & shall be confirmed in-advance. The activity-wise schedule & other details w.r.t. e-AGM shall be provided by BHEL at a later stage.

4. Compliances to MCA/SEBI/Companies Act

The bidder should ensure that VC system integrated platform offered to BHEL complies strictly with all the provisions of Companies Act 2013, SEBI Listing Regulations along with the various Circulars issued by MCA/SEBI from time to time. For the same, the bidder has to submit a duly signed & stamped **Self-Declaration Certificate** as per **Annexure-III**.

5. Mock/Demo/User Training Sessions

The bidder has to arrange for at least 2 mock/demo sessions & user training w.r.t. integrated system offered for e-AGM as per the requirement of BHEL.



GENERAL TERMS AND CONDITIONS

INSTRUCTIONS TO TENDERER FOR E-PROCUREMENT

- Tender to be submitted through electronic mode only, by registering and logging to e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal.
- Bidders interested in participating against an electronic tender are advised to obtain "Digital Signature Certificate" and get themselves registered on "<https://eprocurebhel.co.in/>" website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender. Bidders are advised to go through the FAQ available in the web portal.
- Before quoting, tenderers are also requested to go through General Terms & conditions, Scope of work, Technical Specifications and all other documents which are part of tender and shall form part of the contract to be entered into.
- All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- The Tender shall be digitally signed by the Authorized Signatory Only.
- The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e- Bidding Notice. The date and time shall be binding on all bidders.
- No Vendor shall be required to be present in the BHEL office for any e-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- The Price Bid shall be opened as per due date & time of price bid opening.

2.0 SUBMISSION OF OFFER: Bidders are required to quote for the complete scope of work. Tender for part of the work or incomplete in any respect are liable to be rejected. Your offer should be complete in all respects as per the terms & conditions along with all Annexures.

3.0 PRICE

- All prices quoted should be all inclusive, but except GST, which should be mentioned/quoted separately as per Price Bid / BOQ (.xls format) – Annexure IV. Change in Performa is not allowed.
- Price quoted should be firm and net for the contract period and no variation in price shall be allowed during the contract period.



- c) GST as applicable shall be payable extra subject to following points.
- d) To enable BHEL to avail GST Input Tax Credit (ITC), agency 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.
- e) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/non-payment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the agency's bill.
- f) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- g) The bidders are required to quote essentially for the entire scope of work.
- h) Offers not fulfilling any of the above conditions are liable for rejection.

4.0 PRICE DISCREPANCY & CORRECTION OF ARITHMETIC ERRORS

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
- b) 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.
- c) 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 (a) and (b) above.
- d) 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.

5.0 EVALUATION & AWARD OF WORK

The bid submitted by the bidder shall be evaluated based on the total amount quoted (all-inclusive) in Price Bid. The award of work / work order shall be placed on the bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.

6.0 TERMS OF PAYMENT, TAXES & DUTIES

- a) Payment shall be made to agency only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- b) GSTIN of BHEL will be provided to the agency along with the work order.
- c) Payment shall be made within 45 / 60 / 90 days in case of MSEs / Medium / Non-MSME vendor, as applicable, after satisfactory completion of the services.
- d) While making the payment, statutory deductions as applicable, shall be made by BHEL.
- e) The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.



- f) BHEL reserves the right to make the payment through NEFT mode.
- g) No advance payment of work will be made to the agency.

7.0 MOCK/DEMO/TRAINING SESSIONS: The quoted rate/amount includes at least 2 mock/demo sessions & user training provided by the service provider to BHEL users/employees or as and when required.

8.0 QUALITY STANDARDS: The service provider shall deploy only skillful & technically sound staff/manpower w.r.t. conduct of BHEL's 60th Annual General Meeting. All services shall conform to the scope of work/technical specifications or else liable for penalty/rejection at no costs thereon.

9.0 PENALTY- QUALITY

If the provided service does not match the quality and specifications mentioned, BHEL will not be obliged to accept the particular service(s) as applicable. If at all it is accepted, penalty shall be imposed at a rate to be decided by BHEL.

10.0 INSPECTION OF SYSTEM/MODULES: All the systems/e-modules delivered by the service provider shall be inspected and verified by BHEL Official(s), well before use.

11.0 VALIDITY OF OFFER

Offer submitted by the bidder shall be valid for 150 days from the date of opening of the bid.

12.0 ACCEPTANCE OF TENDER TERMS

The bidder should accept all terms & conditions of the tender unconditionally.

13.0 FORCE MAJEURE:

- a) 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.
- b) 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.
- c) 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.



14.0 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 services thereof within the period(s) fixed for such delivery 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 services 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 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.
- b) 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 30% overheads as departmental charges on the cost of services so hired.

15.0 EFFECT AND JURISDICTION OF CONTRACT

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.

16.0 CANCEL/SCRAP OF TENDER

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

17.0 CONFIDENTIALITY

All the information / documents shared by BHEL shall be treated as confidential and should not be disclosed in any manner to any unauthorized person / third party under any circumstances.



18.0 ARBITRATION:

- a) 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 or 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 BHEL .
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- c) 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 DELHI.
- d) The cost of arbitration shall be borne as per the award of the Arbitrator.
- e) 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.
- f) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
- g) In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 as amended.

19.0 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.

20.0 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”.

21.0 BHEL FRAUD PREVENTION POLICY

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.

22.0 CONTACT PERSONS

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

- (i) Vaishali Wadhwa / Dy. Manager (CC) / vaishali@bhel.in / 011-66337368
- (ii) Ujjwal Tomar / Manager (CC) / ujjwal@bhel.in / 011-66337399



Annexure - III

SELF-DECLARATION CERTIFICATE

"We, _____ (Company's/Bidder's name) hereby certify that our integrated platform for Video-Conferencing being offered to BHEL for e-AGM complies with the provisions of Companies Act 2013, SEBI Listing Regulations along with the various circulars issued by MCA/SEBI from time to time.

We hereby also confirm that we shall comply with the provisions of Companies Act, 2013 and Rules made thereunder, MCA circulars & clarifications, Listing Agreement, SEBI Guidelines, standards issued by ICSI and any other law/rule/requirement pertaining to Annual General Meetings and associated activities.

Signature

Name, Designation and Seal of the bidder

Date:

Place:



STEPS TO FILL ONLINE PRICE BID (.xls format)

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: BHEL, Corporate Office, Corporate Communication, New Delhi

Name of Work: Providing integrated e-platform, video conferencing & webcast for BHEL's 60th Annual General Meeting as per MCA framework.

Contract No: CC/EVNT/60th AGM/2024-25 dated 31.07.2024

Name of the Bidder/
Bidding Firm /
Company :

Step 1
Enter Bidder Name

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	Item Description	NUMBER #	Quantity	TEXT #	Units	TEXT #	Quoted Currency in INR / Other Currency	TEXT #	BASIC RATE In Figures To be entered by the Bidder in Rs. p	NUMBER #	GST (if applicable) in Percentage	NUMBER #	GST Amount in Rs. p	NUMBER #	TOTAL AMOUNT excluding taxes in Rs. p	NUMBER #	TOTAL AMOUNT including taxes in Rs. p
1	2	Providing integrated e-platform & video conferencing as per MCA framework including following - (i)Integration & usage of Video Conferencing along with providing e-Voting during live AGM (ii)Integration & usage of Attendance logs (iii)Video Conferencing & Transmission for complete duration of e-AGM (iv)Speaker Registration (v)Coordination with RTA for Uploading of Register of Members (vi)Moderator Assistance (vii)Video Recording with Transcription (system generated)	4	1.00	5	Number	6	INR	7		8		9		10		11	
1																		
2		Provision for separate Instapoll window for selection of the Chairman of the Meeting		1.00		Number		INR						0.00		0.000		
3		Webcast of AGM including creation of separate webcast link for hosting on BHEL Website		1.00		Number		INR						0.00		0.000		
Total in Figures																0.000		0.000
Quoted Rate in Words															INR Zero Only			

Note: The bidder is required / permitted to fill/quote in all the cells/columns filled with turquoise / greenish-blue color.