



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
BHEL House, Siri Fort, New Delhi-110049

Tender Ref. No.: CC/EVNT/58th AGM/2022-23 dated 12.09.2022

Tender Title: Providing integrated e-platform & video conferencing as per MCA framework for BHEL's 58th Annual General Meeting (AGM) in September 2022.



CC/EVNT/58thAGM/2022-23
Date: 12.09.2022

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 as per MCA framework for BHEL's 58th Annual General Meeting (AGM) in September 2022.

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 in single part for **Providing integrated e-platform & video conferencing for 58th Annual General Meeting of BHEL as per the framework stated by Ministry of Corporate Affairs (MCA).**

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

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

IMPORTANT INSTRUCTIONS: -

▪ Last Date & Time for Submission of Bid	1400 hrs on 15.09.2022
▪ Opening of Bid	1430 hrs on 15.09.2022
▪ Venue	Corporate Communication, Ground Floor BHEL House, Siri Fort, New-Delhi-110049

Your complete sealed offer (hard copy) / e-mail offer along with all Annexures as per the details given above should be submitted, as follows: -

A) Submission of Bids in Physical Form (Hardcopy – by hand/courier)

Your bid sealed in an envelope must be submitted at Corporate Communication, Ground Floor, BHEL House, Siri Fort, New-Delhi-110049 **on or before 1400 hrs on 15.09.2022.**

B) Submission of Bids through e-mail

Alternatively, the bid may be submitted as password protected pdf/document at the mail id **cc_tender@bhel.in**, before the last date and time subject to following: -

- i. The subject line of the mail shall indicate the following text – Offer for Providing integrated e-platform & video conferencing as per MCA framework for BHEL's 58th Annual General Meeting (AGM) in September 2022.



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

- ii. The password of the bid shall be shared by the bidder through mail at cc_tender@bhel.in immediately after bid submission time & before the bid opening time.
- iii. The documents received from the official mail id of the authorized officer of the bidder shall be treated as duly signed by the bidder.
- iv. The bidder shall also be required to submit a post confirmation copy of the tender documents, if required by BHEL.

Any queries regarding this tender may be clarified from Dy. Manager (Corp. Comm.) on Tel. No.-011-66337399 or at e-mail: ujjwal@bhel.in

Thanking you,


उज्ज्वल तोमर / Ujjwal Tomar
उप प्रबंधक / Dy. 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
Dy. Manager (Corp. Comm.)



Annexure – I

SCOPE OF WORK

1. Overview

BHEL has decided to hold its 58th 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 as per MCA framework which majorly includes the following: -

- Integration & usage of Video Conferencing along with providing e-Voting during live AGM
- Integration & usage of Attendance logs
- Video Conference & Transmission for complete duration of e-AGM
- Speaker Registration
- Coordination with RTA for Uploading of Register of Members
- Moderator Assistance
- Video Recording with Transcription (system generated)
- Provision for separate Instapoll window for selection of the Chairman of the Meeting

3. Date & Schedule of BHEL's 58th AGM

The date of holding BHEL's 56th AGM has been finalized as Thursday, 29.09.2022 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

A. GENERAL INSTRUCTIONS FOR THE BIDDERS

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed. Bidder should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere, except in the Price Bid (Annexure-IV).
2. The bidder is advised to obtain all the necessary information related to the scope of work/ specifications before submitting their offers. Any queries regarding this tender may be clarified from the Dy. Manager (Corp. Comm.) on landline no. 011-66337399 or e-mail: ujjwal@bhel.in.
3. All the tender documents including Corrigendum/Addendum shall be uploaded on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cpppp/>) which can be downloaded and used as tender document for submitting the bid.
4. No overwriting / correction in tender documents by bidder shall be allowed. However, if correction is unavoidable, the same must be counter-signed & stamped.
5. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
6. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
7. The bidder or their representative may attend the opening of the bid, if they so desire.

B. SPECIAL TERMS & CONDITIONS

1. 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.
2. The rates/amount/percentage quoted by the bidder will be firm till the contract period and price variation and escalation due to increase in service/manpower/material cost shall not be acceptable in any case. The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work **except for the charges for e-voting & its associated process which shall be payable separately as per the agreement with BHEL.**
3. **VALIDITY OF BID/RATES:** Your offer should remain valid till **31st December 2022.**
4. **EVALUATION CRITERIA & AWARD OF WORK:** The bid submitted by the bidder shall be evaluated based on the total amount quoted (all-inclusive excluding GST) 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.
5. **PRICE**
 - a) Price quoted should be firm during the entire duration of contract.
 - b) Price quoted shall be all inclusive except GST (as applicable), which should be indicated separately in the column provided in the Price Bid enclosed as Annexure-IV.
 - c) Price to be filled-in strictly as per the Price Bid enclosed as Annexure-IV. Change in Performance is not allowed.



- d) The bidders are required to quote essentially for the entire scope of work except for the charges for e-voting & its associated process which shall be payable separately as per the agreement with BHEL.
- e) Offers not fulfilling any of the above conditions are liable for rejection.

- a) 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 Bid enclosed as **Annexure- IV**.
- b) To enable BHEL to avail GST Input tax credit, party shall submit 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. Payment shall be made to the party only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- c) In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor/service provider, the same shall be to party's account and the same shall be withheld/recovered from party.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the party 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 to be provided to party.
- f) Applicable GST shall also be recoverable from the contractor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

- a) Full payment shall be made within 30 days of satisfactory completion of the job/services and receipt of in-discrepant bill.
- b) While making the payment, statutory deductions as applicable, shall be made by BHEL.
- c) BHEL reserves the right to make payment through EFT mode.

8. **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.

9. **QUALITY STANDARDS:** The service provider shall deploy only skillful & technically sound staff/manpower w.r.t. conduct of BHEL's 58th Annual General Meeting. All services shall conform to the scope of work/technical specifications or else liable for penalty/rejection at no costs thereon.

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.

- 11. 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.

a) 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.

- b) Any dispute in respect of which a notice to commence arbitration has been given, in accordance with Sub-Clause 15.1, shall be finally settled by Arbitration.
- c) 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.
- d) Subject as aforesaid, the Arbitration proceedings shall be conducted;
 - i. In accordance with the rules of procedure of the Indian Arbitration and Conciliation Act 1996.
 - ii. 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.
 - iii. The language of the Arbitration Proceedings shall be English.
 - iv. The law governing the arbitration proceeding shall be the Indian law and
 - v. The cost of arbitration shall be borne equally by the parties.
- e) 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.
- f) 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.

13. 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.

14. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY

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.

15. 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 www.bhel.com and/or under applicable legal provisions".

16. FORCE MAJEURE

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



- d) 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.
- e) 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.

17. RISK PURCHASE

- a) In the event the bidder has failed to deliver any part of the service within the time stipulated, BHEL may arrange it from elsewhere at the risk and the cost of the bidder. BHEL at its option will be entitled to terminate the contract and bidder shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to penalty.
- b) If the bidder fails to deliver services or any instalment 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 or materials 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.

18. FRAUD PREVENTION POLICY : The Bidder along with its associate/collaborators/sub-contractors/sub-vendor/service providers/ 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.

19. BHEL will have no liability whatsoever concerning the persons deployed by the service provider for the subject work. The service provider shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the service provider.

20. The vendor/service provider shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.

21. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

22. INCOMPLETE TENDERS

Incomplete tenders, which do not contain all the information called for are liable to be rejected. The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

23. CANCEL/SCRAP OF TENDER

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

24. CONFIDENTIALITY

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



25. AUTHORISED OFFICER

Head of 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.

26. CONTACT PERSONS

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

Ujjwal Tomar – Dy. Manager (Corp. Comm.)

Tel: 011-66337399 Email: ujjwal@bhel.in Fax: 011-66337563



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:



Annexure-IV

PRICE BID

S. N.	Description	Unit Rate	Amount (in Rs.)
1	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 Conference & 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)	LUMP SUM	
2	Provision for separate Instapoll window for selection of the Chairman of the Meeting	LUMP SUM	
3	Total Amount inclusive of all but excluding GST (in figures)		
4	GST@ _____% (in Rs.)		
5	Total Amount inclusive of GST (in figures)		