



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi  
मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ A041/ EPABX-ENQ  
8<sup>th</sup> September 2021

M/s Gurusons Communications Pvt. Ltd.  
109, Southex Plaza-I, NDSE-II, New Delhi  
Delhi – 110049

**Sub: Single Tender Enquiry for Comprehensive AMC of EPABX system installed at BHEL, Lodhi Road, New Delhi.**

Dear Sir,

You are requested to offer your most competitive rate for comprehensive AMC for EPABX system installed at BHEL, Lodhi Road, New Delhi.

**Scope of Work**

1. Maintain the Siemens make Hipath 3750 Telephone exchange system (including cards and key phones etc.)
2. Repair / replace the above items in case of non-functioning of the same (excluding cables). Replacement of cables, with prior approval, will be at BHEL cost.
3. Shift extension from one place to another whenever desired by the BHEL official.
4. Arrange programming of the telephone exchange / extension as per the requirement.
5. Look after call billing software/operator console and arrange corrections/ repairs etc. as and when required. BHEL will provide PC with independent UPS for the purpose.
6. Maintain UPS & its batteries (in case of replacement of batteries, the same will be borne by BHEL).
7. Coordinate with other agencies, like MTNL/Airtel etc. the telecom service providers, with regards to faults and programming of ISDN services.
8. Post an official as resident technician will be responsible to maintain records of the complaints received and arrange immediate resolution of the same. The resident technician will also be attending the complaints of MTNL/ Fax lines of BHEL during the comprehensive AMC period.

**Instructions to bidder:**

1. Bidders must go through all annexures carefully before submitting the bid.
  - Annexure I - No Deviation Certificate.
  - Annexure II – Declaration.
  - Annexure III - Price Bid Format.
  - Annexure IV – Bank Account Details of BHEL, Lodhi Road.
  - Annexure V – Certificate by Chartered Accountant on letter head (for MSME bidders).

2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NII page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
6. Only rate shall be quoted in price bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, the lesser of the two will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
7. The price must be quoted in the enclosed Price Format Only.
8. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder contact details.
9. Quotation shall be received up to 1500 hours on 13.09.2021, tender received late / in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
10. Validity of offer will be 30 days from the date of opening of tender.
11. 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.

#### **Procedure for submission of bids**

The bidder must submit their duly completed offer in a sealed envelope prominently super-scribed as "Offer for AMC for maintenance of EPABX system installed in BHEL, Lodhi Road" followed by tender reference and last date for submission of tender.

Inside the sealed envelope, following documents shall be furnished:

1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. EMD amount of ₹9800.00 (Rupees Nine Thousand Eight Hundred only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure VI. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned within 7 days of award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.

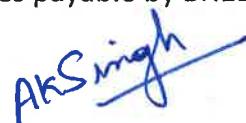
*AK Singh*

- ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.
- 3. MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit. MSE Suppliers can avail the intended benefits only if they submit attested copies of either UDYAM Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-V) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission.
- 4. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
- 5. Duly filled price bid format along with clearly indicated applicable GST.

All the documents should be self-attested by the bidder with required stamp.

**Terms & Conditions of the contract:**

- 1. **Validity:** The validity of contract will be for 1 year with effect from 01.10.2021. The contract may be extended for a period of one year with mutual consent on same rates, terms and conditions.
- 2. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 3. **Value of Contract:** The value of contract shall be as stated in the price bid by the bidder. However, if negotiation happens then the final value after negotiation meeting shall be the final value of contract.
- 4. **Payment Terms:**
  - a. Payment shall be made on half yearly basis after successful completion of services.
  - b. No advance payment or the payment for mobilization of work will be made to the contractor.
  - c. Tax invoice raised by the contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in disreputant bill.
  - d. All payment will be subject to deduction of taxes at source as per rules.
- 5. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 6. **Security deposit (SD)** of 3% of order value shall be deposited by the successful bidder through NEFT or in the form of Bank Guarantee either within seven days from the date of award of work or before start of contract whichever is earlier. If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.
- 7. **Uptime and Down time:**
  - a. The contractor shall be responsible for running the equipment at the uptime of 98% per month. If the uptime is below 98% for exchange every month, the amount of deduction shall be calculated @ 250.00 per hour or part thereof of downtime. BHEL shall recover such deduction amount from the AMC charges payable by BHEL.



b. Downtime shall be calculated from the time a complaint is lodged with the contractor resident technician. For the purpose of calculation of downtime:

Total no. of hours in a month = 24 x nos. of days in that month

c. In case the exchange is down due to problems of PRI line of Airtel or MTNL, it will not be considered as downtime under this contract.

d. The contractor shall be responsible for ensuring that the instruments are in complete working order during the entire maintenance period. In case of any defect / downtime of any instrument, the contractor shall be responsible for repairing / replacing the instrument within 24 hours failing which BHFI shall deduct an amount of 100.00 per day per instrument. BHEL shall recover such deduction amount from the AMC charges payable for the relevant or subsequent half years.

e. In case downtime of the exchange, BHEL shall not be entitled to any deduction in respect of the downtime of the instruments for the same period.

8. You or your work force will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.

9. **Termination of contract:** If at any time the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.

10. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.

11. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.

**12. Arbitration:**

(a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider 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.

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 New Delhi.

(b) 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 Order/Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD (clause) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and amended thereof.



13. **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
14. **Jurisdiction of court:** Courts at Delhi/New Delhi 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.
15. **Default/ breach of contract, insolvency and risk purchase**
  - a. 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 refuses or is unable to / provide 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 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 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 BHEL may be put to incur or sustain by reason of the 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 Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
  - b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

Your offer as per required specifications, in a sealed envelope, should reach the undersigned latest by 1500 hours on 13.09.2021 at:

Ashish Kumar Singh  
Manager (HR-Admin)  
BHEL Industry Sector  
Integrated Office Complex  
Lodhi Road, New Delhi – 110 003

Thanking you.

Yours faithfully,  
For Bharat Heavy Electricals Limited,

  
आशीष (ASHISH KUMAR SINGH) **ASHISH KUMAR SINGH**  
प्रबंधक / Manager  
भारत ईंटी ब्लॉकिंग कंपनी लिमिटेड  
भारत ईंटी एकीकृत कार्यालय कॉम्प्लेक्स, लोदी रोड,  
Industry Sector, Integrated Office Complex, Lodhi Road, New Delhi - 110003

**ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender.

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

*AK Singh*

**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 and Seal of Authorised Signatory

A handwritten signature in blue ink, appearing to read 'AK Singh', is placed here.

**Price Bid**

**Sub: Comprehensive AMC for EPABX system installed in BHEL, Lodhi Road**

Description	Rate per year (In Rupees)	Rate per year (In Words)
AMC charges for maintenance of EPABX system installed at BHEL, Lodhi Road.		
Applicable GST _____ %		
Total AMC charges for one year		

**Note:**

1. Please quote the rates and amounts in figures as well as in words.
2. Applicable taxes shall be payable extra

**Authorised Signatory**



A handwritten signature in blue ink, appearing to read 'AK Singh'.

**EFT MANDATE (DULY CERTIFIED BY BANKER)**

AK Singh

**Certificate by Chartered Accountant on letter head  
(Only for those who are submitting EM-II Certificates)**

This is to certify that M/S..... (hereafter referred as Company) having it's registered Office at .....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) ..... Dated ..... Category..... (Micro/Small). (copy Enclosed).

Further verified from the Books of Accounts that the investment of the Company as per the latest audited financial year.....as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722€ dated October 5,2006: Rs..... Lakhs
2. For service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lakhs. (Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs.....Lakhs for.....Micro/Small (Strike whichever is not applicable) Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from it's original Category is ..... (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322 (e) dated 01.11.2013 published in the gazette notification 04.11.2013 by Ministry of MSME.

Date:

(Signature)  
Name

Membership Number

Seal of Chartered Accountant

