



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
14th September 2023

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

Sub: Single Tender Enquiry for Comprehensive Annual Maintenance Contract of EPABX system installed at BHEL, Lodhi Road, New Delhi.

Dear Sir,

BHEL invites offers through e-tender process from M/s Gurusons Communications Pvt. Ltd. in executing a Comprehensive AMC of EPABX system installed in BHEL, Lodhi Road office for a period of one year. The scope of work and terms & conditions of the tender are mentioned below:

Name of Work	:	Comprehensive Annual Maintenance Contract of EPABX system installed at BHEL, Lodhi Road, New Delhi
NIT No.	:	ID/ HRM/ A041/ EPABX_ENQ dated 14.09.2023
Last Date & Time for Submission of Tender	:	Up to 1500 hours of 19.09.2023
Date & Time of Opening	:	1530 hours of 19.09.2023
Tender Cost	:	Nil
Earnest Money Deposit	:	Rs. 9,800.00

Bidder has to submit offer, complete in all respects directly through E-PROCUREMENT MODE only. Bidder may visit <https://eprocurebhel.co.in> for participating in the tender.

You are requested to submit your most competitive offer for rate contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

In case of any clarification, the bidder can contact the undersigned at 011-41793301 or at email: anks@bhel.in.

For and on behalf of
Bharat Heavy Electricals Limited

(Ankur Khurana)
Engineer (Administration)

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 bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
 - Annexure I - Details of Business.
 - Annexure II - Acceptance Letter/ No Deviation Certificate.
 - Annexure III - Declaration.
 - Annexure IV – Bill of Quantities (BOQ).
 - Annexure V – Bank Account Details of BHEL, Lodhi Road.
 - Annexure VI – Certificate by Chartered Accountant on letter head
2. EMD amount of Rs. 9,800.00 (Rupees Nine Thousand Eight Hundred only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure - V. 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 after 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.
- 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.

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 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-VI) 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.

3. Tender must be submitted in e-Tender on E-PROCUREMENT portal <https://eprocurebhel.co.in> only. In case of any clarification, bidder may contact this office.
4. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
5. 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.
6. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be countersigned.
7. The price must be quoted in Part II: Price Bid of e-Tender on E-PROCUREMENT portal <https://eprocurebhel.co.in> only.
8. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
9. Tender shall be received up to 1500 hours on 19.09.2023 on E-PROCUREMENT portal <https://eprocurebhel.co.in> only.
10. Validity of offer will be 90 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.
12. A bidder may visit BHEL office on any working day from 15.09.2023 to 19.09.2023 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Engineer (Administration) over telephone no. 011-41793301 or at email anks@bhel.in.

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:

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

- iv) 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-VI) 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.

Evaluation Criteria

Evaluation of tender will be done on overall L-1 rate on total cost to BHEL basis. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

Terms & Conditions of the contract:

1. **Validity of Offer:** Validity of offer will be 90 days from the date of opening of the techno-commercial bid.
2. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
3. **Validity of Contract:** Validity of contract shall be 1 year from the date of start of work. The above contract can be extended to further one year on same rates, terms & conditions on mutual consent basis. The above contract may also be **short closed** as per the requirement of BHEL with prior notice of one month.
4. **Payment:** Payment towards AMC charges shall be done on half yearly basis after receipt of original GST compliant invoice or completion of the quarter whichever is later. 100% payment shall be made within 30 days from the day of receipt of original GST compliant invoice or completion of the work whichever is later.
5. **Taxes & duties:** The taxes and duties applicable at the time of generation of GST compliant invoice shall be payable by BHEL.

6. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder before the start of the contract. SD, without interest, shall be refunded after successful completion of contract period.

If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited before the start of the contract.

7. 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.

8. 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.

9. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to by their workforce.

10. **Penalty due to downtime:** In the event of poor performance / no services provided, an additional penalty of Rs. 10,000 per quarter shall be imposed on the contractor.

11. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/ offices/ townships and premises/ project sites.

c) Compensation in respect of each of the victims:

(i) In the event of death or **permanent disability** resulting from **loss of both limbs**: ₹ 10,00,000/- (Rupees Ten Lakhs)

(ii) In the event of **other permanent disability**: ₹ 7,00,000/- (Rupees Seven Lakhs)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.

12. **Insurance** – The tenderer shall ensure Workmen & third-party insurance cover for the deputed workforce for a sum insured of Rs. 10,00,000/- (Rupees Ten Lakhs) for each of his workforce before commencement of work till end of contract.

13. **Termination of contract:** If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions 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 been served as and when sent to the address given in the tender. In such a case, the Security Deposit of the contractor shall be forfeited.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

14. Recovery from Contractor: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor or shall pay the claim on demand without any terms & conditions.

15. Bonus: Bonus is not applicable in this contract.

16. PVC: Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.

17. ORC – There shall not be any ORC applicable for this contract.

18. 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.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

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.

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 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 dated 22.05.2018 as amended.

19. **Force Majeure :** A force majeure (FM) means extra ordinary events or circumstances beyond human control such as an event described as an Act of God (like natural calamity) or events such as war, strike, riots, crimes, pandemic (but not including negligence or wrong doing, predictable / seasonal rain and any other events specifically excluded in the clause). An FM clause frees both the parties from contractual liabilities or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it can't be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation 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 days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and / or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

20. **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.

21. **Jurisdiction of court:** Courts at Delhi/New Delhi shall have GST jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

22. **Default/ breach of contract, insolvency and risk purchase**

- 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.

23. Rights of BHEL:

- a. In case of any conflict regarding Scope of work/PQR/Evaluation Criteria/Tender terms and conditions, the decision of BHEL shall be final and binding.
- b. BHEL reserves to itself the following rights without entitling the contractor for any compensation.
- c. To withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract.
- d. To terminate the contract or get any part of the service/job done through other agency/ BHEL arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -
 - i. Continued poor performance of the contractor/ assigned workforce.
 - ii. Withdrawal of workforce from the site/guest house without BHEL permission
 - iii. Corrupt or illegal or unlawful act of the contractor/ assigned workforce.
 - iv. Persistent disregard of the instructions of BHEL.
 - v. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - vi. Fails to provide workforce as per BHEL requirement.
 - vii. Non-payment to workforce for three consecutive months.
 - viii. Non-fulfilment of any statutory compliance/ contractual obligations.
- e. To meet the expenses including BHEL overheads on the differential cost (i.e Risk & cost amount) at 10%, over and above the Liquidated damages/ penalties arising out of "Risk & Cost" as explained above under Sl. No. 21 C., BHEL shall recover the amount from any money due from contractor, or from any money due to the contractor including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.
- f. To recover any moneys due from the contractor, from any money due to the contractor under this or any other contract or from the Security Deposit.
- g. No idle charges will be payable by BHEL in any case.

Thanking you.

Yours faithfully,
For Bharat Heavy Electricals Limited,

(Ankur Khurana)
Engineer (Administration)

DETAILS OF BUSINESS

1	Name of the firm	
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	

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.

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

Bill of Quantities (BOQ)

S No.	Job Description	Quantity (in Nos.)	Rate (in figures)	Amount (in figures)
1.	Comprehensive Annual maintenance contract for EPABX system installed at BHEL office at Lodhi Road, New Delhi.	1	4,89,641.00	4,89,641.00
	Total contract value for 1 Year			4,89,641.00

NOTE:

1. Applicable taxes shall be payable extra.

Date:

(Signature and Stamp of Authorised Signatory)

EFT MANDATE (DULY CERTIFIED BY BANKER)			
Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
<p>We hereby certify that information given above (Bank Details) are true and correct</p> <p>We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.</p>			
<p>Yours Faithfully</p> <p><i>Deepak Wadhwa</i></p> <p>Sign _____</p> <p>Name: दीपक वधवा / DEEPAK WADHWA वरिष्ठ सेक्युरिटी / Senior Accounts Officer भारत हेली इंटेरियर कॉर्पोरेशन लिमिटेड Designation: BHARAT HEAVY ELECTRICALS LIMITED इंटेरियर कॉर्पोरेशन लिमिटेड, लोडी रोड, दिल्ली-110003 / New Delhi-110003</p>			
<p>कृते केनरा बैंक/For Canara Bank</p> <p>वरिष्ठ प्रबन्धक/Senior Manager प्राइम कॉर्पोरेट कॉन्वॉट सेक्युरिटी Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001</p> <p><i>22/05/16</i></p> <p>Banker's Seal and Signatures</p>			

**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