



CC/56thAGM/2020-21
21.07.2020

NOTICE INVITING SINGLE TENDER

To

M/s KFin Technologies Private Limited

Selenium Tower B, Plot Nos. 31 & 32, Financial District
Nanakramguda, Serilingampally Mandal, Hyderabad – 500032
P: +91 40 67161506 | Fax: +91 40 67161567

Kind Attention: Mr. M. S. Madhusudhan / General Manager - Corporate Registry

Dear Sir,

Subject: Providing Integrated e-platform/solution for 56th Annual General Meeting of BHEL through Video Conferencing (VC) / OAVM.

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/solution for 56th Annual General Meeting of BHEL through Video Conferencing (VC) / OAVM" 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 & Technical Specifications | Annexure – I |
| 2. Terms and Conditions | Annexure – II |
| 3. No Deviation Certificate | Annexure – III |
| 4. Self-Declaration Certificate | Annexure – IV |
| 5. Price Performa | Annexure – V |

Your complete sealed offer, as per the details given above super-scribed with **Providing Integrated e-platform/solution for 56th Annual General Meeting of BHEL through Video Conferencing (VC) / OAVM** should be submitted at following address/e-mails on or before **3:00 PM on 24.07.2020**:

Address

Corporate Communication

Ground Floor, Corporate Office
BHEL House, Siri Fort, New Delhi 110049

E-mail IDs:

1. ujjwal@bhel.in 2. pratap@bhel.in 3. sanjays@bhel.in

The sealed bid shall be opened at 3:30 PM on 24.07.2020 at above address. However, if required, the bid may be opened as & when received at the above address / mentioned address e-mail ids.

Thanking you,

Ujjwal Tomar
Dy. Manager (Corp. Comm.)


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



Annexure-I

Scope of Work & Technical Specifications

1. Overview: e-AGM through VC/OAVM

In view of the current situation with respect to the outbreak of COVID-19 pandemic, pursuant to the Circular No. 14/2020 dated April 08, 2020, Circular No.17/2020 dated April 13, 2020 issued by the Ministry of Corporate Affairs followed by Circular No. 20/2020 dated May 05, 2020, BHEL has proposed to hold its 56th Annual General Meeting (AGM) through Video Conferencing (VC) or other audio visual means (OAVM) as per the framework provided in aforementioned MCA circulars.

2. The bidder shall ensure the following compliances w.r.t. e-AGM through VC/OAVM mode: -

(i) Remote e-voting/ Live e-voting: -

Before the actual date of the meeting, the facility of remote e-voting shall be provided in accordance with the Companies Act, 2013 and the rules made thereunder. Further, only those members, who are present in the meeting through VC or OVAM facility and have not cast their vote on resolutions through remote e-voting and are otherwise not barred from doing so, shall be allowed to vote through e-voting system in the meeting.

(ii) Video conferencing facility: -

A comprehensive video conferencing facility shall be made available to meet the framework of conducting the e-AGM allowing two-way teleconferencing & enabling virtual participation of shareholders in the AGMs through video connectivity. The participants shall be allowed to pose questions concurrently or given time to submit questions in advance on the email address of the company. The VC facility should have capacity to allow at least 1000 members on FIFO basis. Shareholders holding 2% or more, promoters, Institutional Investors, Directors, KMPs, Auditors etc., may be allowed to the meeting without restrictions of FIFO basis. The facility of joining the meeting shall be kept open at least 15 minutes before the scheduled time and shall not be closed till the expiry of 15 minutes after such scheduled time. All other AGM compliances viz; inspection of related documents/ registers by members, Instapoll (including providing of consolidated voting results), Q&A, chat window, help desk etc. are to be ensured through electronic mode & as per the instructions of BHEL Official(s).

(iii) Recording VC & Transcript: -

Making available the recorded VC & Transcript of AGM proceedings on the website of the company within stipulated time/as directed by BHEL.

3. Scope of Work: -

The scope of work shall primarily include but not limited to the following activities: -

- (i) Integration & usage of Video Conferencing
- (ii) Integration & usage of Attendance logs
- (iii) Video Conference & Transmission for complete duration of e-AGM
- (iv) Speaker Registration
- (v) Integration of voting & providing of Instapoll at AGM VC session
- (vi) Uploading of Register of Members
- (vii) Moderator Assistance
- (viii) Video Recording with Transcription
- (ix) Self-help module & integration with the shareholder data base for validation & capturing of e-mail and mobile numbers.



4. Date & Schedule of e-AGM

The date of holding BHEL's 56th AGM has been tentatively finalized as 28.09.2020. However, the final/actual date may be changed & shall be confirmed later in the award of work/Work Order issued by BHEL. The activity-wise schedule & other details w.r.t. e-AGM shall be provided by BHEL at a later stage.

5. Compliances to MCA/SEBI/Companies Act

The bidder should ensure that VC system integrated with e-Voting facilities 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-IV**.

6. 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.

7. The bidder has to submit a duly signed & stamped **No-Deviation Certificate (as per **Annexure-III**) confirming that the offer submitted by them is conforming to all the terms & conditions mentioned in the tender document.**



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 Performa (Annexure-V).
2. The bidders are 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/cppp/>) 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 bidders 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. Tenders 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. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com
4. **VALIDITY OF BID/RATES:** Your offer should remain valid till 31st December 2020.
5. **NO DEVIATION CERTIFICATE / ACCEPTANCE OF TERMS AND CONDITIONS**
 - a) The bidder should accept all terms & conditions of the tender unconditionally. Bidders are required to submit a 'No Deviation Certificate' as per format in Annexure-III.



- b) Any deviation to BHEL terms and conditions, failure to provide 'No Deviation Certificate' as per format in Annexure-III or any counter terms and conditions by the bidder in the Tender shall not be considered and may lead to outright rejection of such offer.
6. **EVALUTION 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 Performa. 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.
7. **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-V.
- c) Price to be filled-in strictly as per the Price Bid enclosed as Annexure-V. Change in Performa 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.
8. **TAXES & DUTIES**
- 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- V**.
- 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.
9. **TERMS OF PAYMENT**
- 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.
10. **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.



11. **QUALITY STANDARDS:** The service provider shall deploy only skillful & technically sound staff/manpower w.r.t. conduct of BHEL's e-AGM. All services shall conform to the scope of work/technical specifications or else liable for penalty/rejection at no costs thereon.
12. **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.
13. **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.
14. **ARBITRATION**
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.
15. **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. **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.

17. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

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".



18. 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.

19. 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 at the rate mentioned in clauses 10 & 11 above.
- b) If the bidder fails to deliver services or any installment 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.

20. 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.



21. 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.
22. The vendor/service provider shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
23. 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.

24. 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.

25. CANCEL/SCRAP OF TENDER

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

26. 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.

27. 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.

28. CONTACT PERSONS

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

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

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



NO DEVIATION CERTIFICATE

"We _____ (Company's/Bidder's name) hereby certify that we have read and understood all the terms and conditions of the **Tender No. CC/56thAGM/2020-21 dated 21.07.2020**, we do not have deviations to the same and do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document. Deviations, if any mentioned elsewhere in our bid may be treated as null and void by BHEL."

Signature of Authorized Signatory

Name/Designation and Seal of the bidder

Date:

Place:



SELF-DECLARATION CERTIFICATE

"We, _____ (Company's/Bidder's name) hereby certify that the VC system integrated with E-Voting facilities 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.

Signature of Authorized Signatory

Name/Designation and Seal of the bidder

Date:

Place:

**PRICE PERFORMA**

S. No.	Description	Amount* (to be quoted Lump Sum) (in Rs.)
1	Providing Integrated e-platform/solution for 56th Annual General Meeting of BHEL through Video Conferencing (VC) / OAVM. The scope of work shall primarily include the following activities: - - Integration & usage of Video Conferencing - Integration & usage of Attendance logs - Video Conference & Transmission for complete duration of e-AGM - Speaker Registration - Integration of voting & providing of Instapoll at AGM VC session - Uploading of Register of Members - Moderator Assistance - Video Recording with Transcription - Self-help module & integration with the shareholder data base for validation & capturing of e-mail and mobile numbers. Please refer Annexure-I for detailed Scope of Work & Technical Specifications.	
2	Total Amount inclusive of all but excluding GST (in figures)	
3	GST@_____ % (in Rs.)	
4	Total Amount inclusive of GST (in figures)	
5	Total Amount inclusive of GST (In words) Rupees _____	

***Note:** 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.**

Signature & Stamp of the bidder