

BHARAT HEAVY ELECTRICALS LIMITED

**ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301**



**TENDER DOCUMENT
FOR
Hiring of one 30 Channel ISDN PRI Lines along with EPABX System at BHEL
Township, Sector - 17, NOIDA**

NIT no. 03: AA: NOI: ADMN: Tel: 112:2016-17 Dated 27.04.2016

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Last date for Submission: 18.05.2016 at 1500 hrs.

Date for opening of tender: 18.05.2016 at 1530 hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -१७, नोएडा - २०१ ३०१ (यू.पी.), भारत
BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (का.)/ Tel.- 0120-6740983, फैक्स (Fax)- 0120-6740994

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two part bids for the following Services in BHEL Township, Sector-17, Noida.

Name of Services : Hiring of one 30 Channel ISDN PRI Lines alongwith EPABX System at BHEL Township, Sector-17, Noida.

NIT No. : 03:AA:NOI:ADMN.:Tel.:112:2016-17 Dated: 27.04.2016

Earnest Money : Nil

Tender Cost : Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida : 18/05/2016 at 1500 Hrs.

Date of opening the tender : 18/05/2016 at 1530 Hrs.

Venue for opening of Tender : Estate Office, BHEL Township Sector-17, Noida

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP Portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **18.05.2016 at 3:00 PM**. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-6740983, mobile No.-8800957694 or at e-mail: omender@bhel.in.

(Omender Singh)
Engineer (HR-TAX)
On behalf of "BHEL"

PART 'A' – TECHNO- COMMERCIAL BID

A. 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 further. Tenderer 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 in the techno-commercial portion of offer, except in the relevant price bid** and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available 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.
3. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid (Part-B). The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part – A ‘Techno- commercial bid’ and Part-B ‘Price Bid’ along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with name of Services & NIT No.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, General conditions, Special Conditions, un-price bid, all the annexure duly filled & signed by the tenderer.
6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
7. Price Bid should contain only the “Part-B, Price Bid Format” after quoting the rates as specified in the Price bid format.
8. Rate shall be quoted for each item inclusive of all taxes but exclusive of service tax in price bid format. Rates must be quoted in figures as well as in words.
9. BHEL may finalize successful tenderer either by opening of sealed price bid or Reverse Auction. Date of opening of sealed Price Bid or Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
10. Opening of Price bids or Reverse Auction will be done for the offers of only those tenderers, whose bids are found technically acceptable.
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. 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 & shall be binding on the tenderer.
13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
14. **In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within stipulated time by email, etc. If the document(s) is/are not received within stipulated time the offer may be rejected.**
15. **Tenderers are requested to go through the scope of services, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer.** Engineer-in-charge’s decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957694 or e-mail : omender@bhel.in
16. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

B. PRE QUALIFYING CRITERIA:

- a) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) The bidder's average annual financial turnover should be Rs 1.39 lakhs or above for the last 03 financial Years (2012-13, 2013-14 & 2014-15 ending 31st Mar 2015). Self-attested copies of Balance Sheet, Profit & Loss Account Certified by CA along with copies of Income Tax return of last three financial years ending 31st Mar 2015 to be submitted.
- c) Self-attested copies of Work Orders/ Award letters/ Contract Agreement/ Completion Certificate in support of proof of experience for the services executed by the bidders during last 7 years ending on 31/03/2016. The Work Order/ Award letters/ Contract Agreement/ Completion Certificate of successful completion of similar services (**Similar services means providing Telephone services**) shall only be acceptable. The value of work experience should be as follows:
 - i. Three similar jobs/ services/works costing not less than **Rs. 1.86 lakhs** each.
or
 - ii. Two similar jobs/ services/ works costing not less than **Rs. 2.32 lakhs** each.
or
 - iii. One similar jobs/ services/ works costing not less than **Rs. 3.72 lakhs**.
- d) Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- e) The Bidder must submit a declaration (enclosed at Annexure –II), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- f) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- g) Bidder must submit Pulse rate as acceptance in the enclosed format (Annexure-IV)

C. SPECIAL CONDITIONS:

1. You shall provide 01 no. Primary Rate interface ISDN during the tenure of contract.
2. The PRI Lines will be used for DID/ Outgoing calls/ Incoming calls.
3. The PRI Lines shall provide access to PSTN. The lines shall provide outgoing/ incoming facility to all subscribers of PSTN Worldwide.
4. You shall provide software/ hardware required to monitor PRI Lines without any extra charge.
5. You shall provide the last mile connectivity over an optical fiber link.
6. The PRI Lines shall facilitated reversals to facilitated call billing.
7. The ISDN PRI Lines shall provide 30 Bearer Channels with one D Channel (30 B+ D). The bearer/ Voice Channels shall be of 64 kbps each. The D Channel shall also be of 64 kbps.
8. You shall provide EPABX System having following features to BHEL during the entire tenure of the contract without any extra charge.
 - DOT/ TEC approved EPBAX.
 - 85 nos. Analog Extensions with Analog phones having facility of display and loudspeaker.
 - 05 nos. Operator Console phones (having facility of graphical LCD Display, 6 multi-function soft keys, Navigator keys, Hands free mode, loudspeaker with volume keys etc)
 - one FCBC with 30 Minutes power Backup and 100 Lines Krone MDF.
9. You shall connect the PRI Lines to EPABX System to be provided under clause no. 8 above.
10. You shall maintain and repair the equipment provided under the contract during the tenure of the contract, without any extra charges. The laying, maintenance, replacement of telecom cabling from MDF to Work Stations/ Cabins/ Seats (i.e. from MDF upto the point where the telephone instruments are installed) shall remain in the scope of BHEL.
11. The space, power supply required for installation of EPABX System shall be provided by BHEL without any charge. However, equipment installed in our premises shall be used to provide services exclusively to BHEL and not to any third party.
12. You shall comply with all applicable Indian Standard.
13. The number of outgoing pulses mentioned in price bid format were the average monthly outgoing pulses. Payment shall however be made for the actual number of outgoing pulses dialed.
14. The rental and outgoing pulses shall be the only chargeable item under the contract. No charges of any

kind shall be payable by BHEL under the contract. According, charges for installation, maintenance, registration, security deposit etc. shall not be payable.

15. The pulse rate to be actually provided on ISDN PRI Lines are mentioned in Annexure – IV enclosed. The rates quoted in Price Bid Format shall be strictly as per pulse rate mentioned in Annexure – IV and no deviation in the pulse rate will be acceptable.
16. BHEL looks forward to get excellent services from the bidder.

D. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com
- 4) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.
- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the services and inclusive of all the taxes and duties.
- 7) The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 8) **OFFER VALIDITY:** Validity of offer will be **90 days** from the date of opening of the techno-commercial bid.
- 9) **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by either **opening of sealed price bid** or conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 4 of Price Bid).
- 10) **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empanelled with BHEL) as per the Business Rules and Terms & Conditions.
- 11) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - d) **In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price**
 - e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 12) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
 - 13) **COMPLETION PERIOD:** All equipment including EPABX and telephone instruments shall be supplied, installed and commissioned in all respect **within 30 days** of placement of Works Order failing which the work order may be cancelled.
 - 14) **L. D. Clause:** The successful tenderer has to attend the complaint within two hours. If you failed to attend the complaint within 24 hours, the penalty of Rs X (where X= total monthly rental / 30) per day shall be imposed on you.
 - 15) **CONTRACT PERIOD:** The tenure of contract for providing one 30 Channel ISDN PRI Lines along with EPABX System shall be valid for a period of **two years** (24 months) w.e.f. from the date of successful installation of system which can further be extended for one year on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
 - 16) **QUANTITY VARIATION:** The quantity of item 1 mentioned in the Price Format/ tender document may vary + 15 % during the contract period as per the direction of Engineer-in-charge.
 - 17) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. .
 - 18) **PAYMENT TERMS:**
 - a) The monthly bills for ISDN PRI Lines shall be paid within 15 days of the submission of correct bills. However, disconnection of services due to delayed payment shall not be permissible. No late fee & advance payment shall be paid by BHEL.
 - b) The successful tenderer shall provide Extension wise billing with complete call details.
 - c) No advance payment or the payment for mobilization of work will be made to the contractor.
 - d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - e) All payment will be subject to deduction of taxes at source as per rules.
 - f) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
 - 19) **TERMINAL PAYMENT:** BHEL shall have the right to acquire or surrender all the equipment at the end of the lease period. In case BHEL decides to acquire the equipment, a nominal charge of Rs 1.00 per equipment will be paid as terminal payment.

In case of termination or surrender of equipment by BHEL at the end of the contract period, tenderer will remove the equipment from the premises at his own risk and cost after due permission from BHEL.
 - 20) 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.
 - 21) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
 - 22) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
 - 23) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 24) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement of EM-II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format to be collected from our Office) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurements are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- 25) BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the successful tenderer. If the successful tenderer do not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 26) **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 shall pay the claim on demand without any terms & conditions.
- 27) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 28) **ARBITRATION / CONCILIATION:**
- a) In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 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 referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.
- 29) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

For & on behalf of "BHEL"

(Omender Singh)
Engineer (HR-TAX)

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the bidder)

Place:

Date:

ANNEXURE-III

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 03: AA: NOI: ADMN: Tel.: 112:2016-17
Dated 27.04.2016

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)#####

Place:

Date:

ANNEXURE – IV

Tender for hiring one 30 channel ISDN PRI Line along with EPABX system for BHEL Township, Sector-17 Noida.

Type of Calls	Pulse Rate (In Seconds)
Local Calls	
Fixed line to Fixed lines (Within Delhi Circle)	180
Fixed line to Fixed lines (Outside Delhi Circle but within Delhi NCR)	120
Fixed line to Mobiles of same service provider (Within Delhi NCR Circle)	180
Fixed line to Mobiles of other service provider (Within Delhi NCR Circle)	60
STD Calls	
Fixed line to Fixed lines within 50 Kms	60
Fixed line to Mobiles within 50 Kms	60
Fixed line to Fixed lines above 50 Kms	60
Fixed line to Mobiles above 50 Kms	60
ISD Calls	
USA, Canada, UK	8
Singapore, Indonesia, Hong Kong, Malaysia, Thailand	8
Rest of Europe	8
Gulf Countries, Africa, New Zealand, Australia and SAARC	4
Rest of the World	4
Note:	
1. Mobile included GSM as well as WLL-M phones	
2. Fixed lines includes all landlines as well as WLL-FWP	