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. 63: AA: NOI: ADMN: Tel: 112:2018-19 Dated 26.03.2019

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Last date for Submission: 01.04.2019 at 1500 hrs.

Date for opening of tender: 01.04.2019 at 1530 hrs.

अभियंता (मा. सं.—टीएएक्स)
वार. अभियंता (मा. सं.—टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
आरत हेवी इलेक्ट्रिकल्स कि., सम्यदा कार्यालय, शेक्टर-17, Noida
Bharal Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेकटर -17, नोएडा - 201301 (यू.पी.), भारत BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA फोन (का.)/ Tel.- 0120-2515635, फैक्स (Fax)- 0120-2515635

NOTICE FOR INVITING SINGLE TENDER

NIT no. 63:AA:NOI:ADMN.:Tel:112:2018-19 Dated: 26.03.2019 Last date of Submission of Sealed Tender: 01.04.2019 at 1500 hrs. Date of opening of Tender: 01.04.2019 at 1530 hrs.

To:-

M/s. Reliance Communications Limited Reliance Centre, Maharaja Ranjit Singh Marg, New Delhi - 110002

Sub: Hiring of one 30 Channel ISDN PRI Lines along with EPABX System at BHEL Township, Sector-17, Noida.

Dear Sir.

We are pleased to invite your most competitive offer for subject Services in BHEL Township as detailed below: -

SI. No.	Item	Unit (A)	Quantity	Unit Rate	Amount (Rs.)
			(B)	(Rs.) (C)	$(D) = (B) \times (C)$
1	Rental per month for providing one 30 Channel ISDN Primary Rate Interface (PRI) Line and EPABX System along with 85 nos. analog phones and 5 nos. operator console phones as per tender terms & conditions. (The existing equipment will be used as provided by M/s Reliance Communications Limited)	No. of months	3		
2	Outgoing calls	No. of pulses	3 x 3,000 = 30,000		
3	Free outgoing calls offered with Item No. 1	No. of pulses			
4	Total Amount (excluding taxes) = Rs. (Amount of Item Nos. (1) + (2) - (3))				
5	GST on Sl. No. 4 (@ %)				
6	Total Amount (including taxes) = Rs. (Amount of Item Nos. (4) + (5))				

Note: Please quote your rates inclusive of all including taxes on above item in BHEL Township, Sector-17, Noida.

भोमेन्दर सिंह

वरि. अभियंता (मा. सं.-टीएएक्स) Omender Singh

A. INSTRUCTIONS FOR TENDERER:

- 1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and 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. In case of any clarification, bidder may contact this office.
- Tender documents are also available on BHEL web site (<u>www.bhel.com</u>) & on CPP Portal (http://eprocure.gov.in/cppp/) which can be downloaded and used as tender document for submitting the bid.
- 3. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
- 4. The tenderer must submit their tender in sealed envelope prominently super scribed as 'Single Part Bid' along with NIT No. & due date written on the envelope.
- 5. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
- 6. 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, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
- 7. Tenderers are requested to go through the scope of work, 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 work 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 Sr. Engineer (HR-TAX), on mobile No.-8800957694 or at e-mail: omender@bhel.in.
- 8. The tenderer or their representative may attend the opening of bids if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

- 1) 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.
- 2) No deviation certificate as per Annexure-I must be signed and stamped.
- 3) The Bidder Must Submit Pulse Chart (enclosed at Annexure –II)

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 facilitate 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 The existing equipment will be used as provided by M/s Reliance Communications Limited.
 - 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

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- 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 II enclosed. The rates quoted in Price Format shall be strictly as per pulse rate mentioned in Annexure II 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 except Goods and Service Tax which will be payable extra at applicable rate as per Price Format.
- 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 15 days from the date of opening of Tender.
- 9) **EVALUTION CRITERIA**: Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 6 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 10) **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.
- 11) 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.

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- 12) 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 and deducted from monthly bills.
- 13) **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 **Three Months** from the date of placement of Work Order.
- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

15) TAXES AND DUTIES:

- a) As Goods and Services Tax (GST) has been introduced by Govt. of India in place of earlier taxes, the same shall be payable after submission of GST compliant tax invoices.
- b) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- c) Contractor shall submit GST compliant Tax 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 respective BHEL Unit/Office/Region as instructed by BHEL.
- d) The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
- e) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) Payment to the contractor will 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- g) Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account.

16) 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 monthly bill amount shall be inclusive of all taxes and duties, except Good and Service tax (GST), which will be payable extra as per Price Format.
- e) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- f) All payment will be subject to deduction of taxes at source as per rules.
- g) 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.
- 17) After completion of contract period, the contractor shall remove all the equipment from the premises at his own risk and cost after due permission from BHEL.
- 18) 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.
- 19) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 20) 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.
- 21) 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

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- 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.
- 22) **TERMINATION OF CONTRACT:** 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.
- 23) **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.
- 24) 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.

25) 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.
- 26) 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)

Sr. Engineer (HR-TAX)

अमेन्दर सिंह वरि. अभियंता (मा. सं.–टीएएक्स) Omender Singh

अत्राज्यका Company भारत हेवी इलेक्ट्रिकल्स ति., सम्पदा कार्याल्य, सेक्टर-17, नोएडा Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 63: AA: NOI: ADMN: Tel.: 112:2018-19

Dated 26.03.2019

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. We have go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions.

(Signature of Party with seal)

Place:

Date:

अभिन्दर सिंह वरि. अभियंता (मा. सं.—टीएएक्स) Omender Singh भारत हेवी इलेक्ट्रिकल्स ति., सम्पदा कार्यालय, सेक्टर-17, नोएडा Bharal Heavy Electricals Ltd., Estate Office, Sector-17, Noida 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	

