



**Bharat Heavy Electricals Limited**  
**Heavy Electrical Equipment Plant, Haridwar-249403**  
**Works Engineering & Services**  
**Works Contract Section**

**Tender Document**

**Name of Work:** Procurement of SMS Gateway Service under Transactional Message category in TRAI Guidelines.  
**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/19-20/5129/20190145 DT 14.01.2020  
**Due date of Tender Opening:** 07.02.2020  
**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:**

***"Tender Room, Purchase Deptt., 4<sup>th</sup> floor,  
Main Administrative Building, HEEP  
BHEL Haridwar-249403 (Uttarakhand)"***

Contact Person: Manish Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: [tenzin\\_n@bhel.in](mailto:tenzin_n@bhel.in) : [omanish@bhel.in](mailto:omanish@bhel.in), [ppaul@bhel.in](mailto:ppaul@bhel.in), [aparasharbhel.in](mailto:aparasharbhel.in)

Phone: 01334-28-1932/1176; Fax: 01334-226460

**Document downloaded from [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in)**

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **Details of Tender Document**

The Tender document has been detailed as follows:

### **Part-I (TECHNO-COMMERCIAL BID)**

1. Notice Inviting Tender (NIT)
2. Detail of bid and Bidder
3. General Instructions to Tenderer
4. General Terms & Conditions of Tender
5. Technical Specification
6. Scope of work and Special Terms & Conditions
7. Pre-Qualifying Requirement(PQR)
8. Un-price Price Bid
9. Annexure-X
10. No Deviation Certificate
11. Check List

### **Part-II (PRICE BID)**

1. Price Bid

I/We agree with the above

Signature of Bidder/Contractor with Stamp



**NOTICE FOR TENDER (NIT)**

BHARAT HEAVY ELECTRICAL LIMITED  
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	<a href="mailto:omanish@bhel.in">omanish@bhel.in</a> ; <a href="mailto:ppaul@bhel.in">ppaul@bhel.in</a> ; <a href="mailto:tenzin_n@bhel.in">tenzin_n@bhel.in</a> , <a href="mailto:aparashar@bhel.in">aparashar@bhel.in</a>		
Contact Person	Manish Kumar		
NIT Key.	20190145	Dated	14.01.2020
NIT No.	BHEL/HEEP/WEX-WCS/19-20/5129/20190145 DT 14.01.2020		
<a href="http://www.bhel.com">NIT No. on www.bhel.com</a>			
<a href="http://www.bhelhwr.co.in">NIT No. on www.bhelhwr.co.in</a>			
Type Of Tender	Open		
#Tender Cost (in INR)	200 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD ( in INR )	Rs. 1838/-		
Period of completion of work	24 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 91,920/-(GST extra as applicable)		
Last Date of Sale of Tender	06.02.2020	Time :	03:30PM
Last Date of submission of Tender	07.02.2020	Time :	01:45PM
* Date and Time for opening of Technical Bid	07.02.2020	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

\* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

# Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

**Name of Work:** “Procurement of SMS Gateway Service under Transactional Message category in TRAI Guidelines”.

Contracting Executive Name: Manish Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites ([www.bhel.com](http://www.bhel.com) / [www.bhelhwr.co.in](http://www.bhelhwr.co.in)) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Details of Bid & Bidder (To be filled by bidder)**

(a) Bidder Offer No.: \_\_\_\_\_ Date: \_\_\_\_\_

(b) Legal Name of the bidder as in GST registration: \_\_\_\_\_

(c) GST registration No. \_\_\_\_\_

(d) State \_\_\_\_\_

(e) Place of business \_\_\_\_\_

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): \_\_\_\_\_

(g) Address of the Bidder: \_\_\_\_\_

\_\_\_\_\_

**PIN code:** \_\_\_\_\_

(h) Contact No. of the Bidder: \_\_\_\_\_

(i) Email ID of Bidder: \_\_\_\_\_

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **General Instructions to Tenderer**

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

### **1.0 Quoting & Signing the Tender**

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
  - 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; and
  - 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 of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID".
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

## **2.0 Signing the Tender**

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

### **3.0 Date / Time for opening of Tender**

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### **4.0 Witnessing the Tender opening**

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

### **5.0 Quoting**

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

### **6.0 Participation**

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

### **7.0 Validity of Offers:**

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

### **8.0 Address for sending the offer:**

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

***In charge, Tender Room, Purchase Deptt., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).***

**Note: -**

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **General Terms & Conditions of Tender**

### **1. Definitions**

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.

I/We agree with the above

Signature of Bidder/Contractor with Stamp



- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMP SUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

## 2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:  
The EMD may be accepted only in the following forms:
  - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. **(FDR should be in the name of the contractor, a/c BHEL)**

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c ) above shall lead to cancellation of the offer.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

### 3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:  
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) **Refund of Security Deposit**  
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% *shall be released within 3 months of satisfactory completion of the work* duly verified by Site/Engineer-In-charge.

### 4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

### 5. Special Conditions for MSME:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure 'X' where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **6. Arbitration**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

## **7. Risk Purchase Clause**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

## **8. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## **9. Suspension of Business Dealings with Suppliers/Contractors**

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

## **10. Adoption of Integrity Pact**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

## **11. Damage & Loss to Private Property & Injury to Contract Employee**

I/We agree with the above

Signature of Bidder/Contractor with Stamp

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

#### **24. GST related Terms & Conditions:**

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

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Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

**b) Dealer opting for Composition Scheme**

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

**Certificate of Goods and Service to be furnished by Contractor with each bill / invoice**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount
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I/We agree with the above

Signature of Bidder/Contractor with Stamp

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2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

## 25. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

- 26.** The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

## 27. Public Procurement Preference to Make in India, Order 2017: -

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

I/We agree with the above

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## Technical Specification

BHEL requires SMS (Short Messaging Service) Gateway Solution to be provided by the bidder to send Transactional SMS to its registered users. The duration of the contract will be two years. As per the current projections, it is estimated that 50,000 SMS/month will be sent during this two-year period. However this requirement is tentative and actual requirements may vary.

### **1. SMS Gateway APIs (Application Program Interfaces)**

The APIs provided by the SMS Gateway will be used by multiple applications within BHEL. The SMS Gateway APIs must have below mentioned functionalities:

- 1.1. Full support for HTTP, HTTPS, FTP, SMPP, and Bulk SMS.
- 1.2. Provision for binding IP address to restrict the SMS sending host machines.
- 1.3. Support for unlimited number of Sender IDs defined by BHEL.
- 1.4. Support for the creation and use of unlimited number of user defined SMS templates.
- 1.5. Unicode character support for sending SMS in multiple Indian languages as desired by BHEL.
- 1.6. Group SMS Facility.
- 1.7. Provision for SMS wise and Number wise Scheduling/Rescheduling in working and non-working days.
- 1.8. Provision for SMS Delivery Receipt/Report/Acknowledge via Web/Email/SMS. SMS gateway should also provide audit trail for sent SMS.
- 1.9. Support for SMS Delivery, Receipt/Report/Acknowledge and Audit trail via Web/Email/SMS for Long SMS (more than 160) of English and Unicode Messages.

### **2. SMS Gateway Web GUI (Graphical User Interface)**

The Web GUI should have the following features:

- 2.1. It should be secured via SSL and userid/password based access control and open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- 2.2. Ability to create and manage groups. Further, it must be possible to send SMS to individual numbers or groups directly without entering the individual numbers again.
- 2.3. Multiple upload formats like CSV, Excel and XML for uploading list of mobile numbers along with excel plug-in for sending SMS.
- 2.4. Creation and use of unlimited number of user defined SMS templates.
- 2.5. Provision for cancellation of SMS queue.
- 2.6. Provision for SMS wise and Number wise Scheduling/Rescheduling in working and non-working days.

### **3. Delivery Receipt/Report/Acknowledge and Audit trail**

- 3.1. SMS gateway should send back a Delivery Receipt/Report/Acknowledge after delivery via Web/Email/SMS.
- 3.2. SMS gateway should also provide audit trail via Web/Email/SMS for the SMS sent.

### **4. Group SMS Facility**

The Group SMS facility (in APIs and Web GUI) should exist as follows:

- 4.1. Groups can be created using Gateway Application Web GUI. While creating a group, logical name can be given to a group and any Mobile numbers may be added/deleted/modified within that.
- 4.2. Mobile numbers may be added, deleted or modified, at any time using the web interface.
- 4.3. Mobile numbers may be imported/exported using multiple file formats like CSV, Excel, XML using web interface.
- 4.4. While sending the SMS, selection of the group and facility to edit the SMS text should exist. SMS has to be sent to all the group members. At the same time, same SMS may be send to multiple groups.

### **5. MIS (Management Information Systems) Reports**

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- 5.1. Online web based tools should be provided for MIS reports. This should be secure via SSL and userid/password based access control and should open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- 5.2. Vendor should have the ability to provide sent SMS's monthly/quarterly Report (offline and online) containing following fields: Mobile Number/MSISDN Complete Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National/International Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS send to the operator, Date/time of SMS delivered to the end subscriber, Final Status of the SMS, Status description etc. BHEL may ask the vendor for customized reports also.
- 5.3. The solution should be capable of generating detailed report in Excel/ PDF.
- 5.4. The vendor must be able to provide monthly/quarterly summary reports that show the delivery performance including average time to submit request, successful deliveries, Mobile number and SMS list where SMS could not be delivered for each transmission with reason for failure.
- 5.5. The reports should contain timestamps of SMS received at Bidder's server, SMS sent to the Telecom Operator, actual delivery to the end user & final status of SMS along with status description.

## **6. Call Registration Process & Support**

- 6.1. The vendor should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.
- 6.2. The vendor should have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the BHEL.
- 6.3. The vendor shall share the complete process of Call Registration via Phone, Online Ticket System and Email.
- 6.4. The vendor shall maintain the call log details and status for entire contract period and must be able to provide the same on monthly/quarterly basis in Pdf/Excel format as per BHEL requirement.
- 6.5. The vendor shall share their escalation matrix, contact number and email IDs for registration of complaints.
- 6.6. The vendor shall attend unlimited calls on receipt of complaints.
- 6.7. Well trained engineers for support (wherever applicable) need to be arranged by the vendor.

## **7. Other Requirements**

- 7.1. The successful bidder needs to demonstrate the features of APIs, GUI & MIS reports before the start of SMS gateway solution.
- 7.2. BHEL will not enter into any contract with any telecom service provider. The successful bidder will be the single point of contact.
- 7.3. In case the total number of SMS to be sent exceeds the capacity promised, SMS should be sent following a FIFO (First-In, First-Out) rule. Pending SMS must be queued.
- 7.4. The solution should offer configurable mechanism in terms of number of retries & time duration for each retry for SMS that could not be delivered immediately.
- 7.5. The SMS Gateway should ensure the following
  - a) SMS to all service providers and GSM/CDMA mobile users in India can be sent with custom sender id[s] as defined by BHEL.
  - b) Various categories of SMS services like Broadcast, Scheduled, and Events can be sent and processed.
  - c) Ability to set working hours and working days.
  - d) Prevention of Duplicate SMS delivery to any mobile number.
  - e) Delivery of long SMS (exceeding 160 characters) as single SMS on receiver's handset.
  - f) Throughput of 500 SMS/sec to prevent SMS queue formation at BHEL servers.
  - g) Reliability and timeliness, secured and trusted environment, single entry point and uniform application access.
- 7.6. Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of

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gateway services & Delivery of SMS along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.

- 7.7. The Dashboard/Website/Portal needs to be provided by the bidder for Administration features like monitoring of total SMS sent within a day/ week/ month, time delay (if any) in sending the SMS, number of failed SMS (with reasons for failure), invalid mobile numbers etc.
- 7.8. The SMS gateway application should have Admin Users to create/modify/delete/maintain users/groups within BHEL.
- 7.9. Type of connectivity between BHEL and SMS Gateway will be via **Internet** and all network security concerns shall be taken care by vendor.
- 7.10. Bidder's Network should adhere to the security standards suggested by BHEL from time to time (e.g. would be able to support IPSEC, 3-DES encryption etc.).
- 7.11. The SMS Gateway must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation.
- 7.12. Its bidder's responsibility to ensure security and deliver all SMS as per the TRAI guidelines. Bidder should change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory regulatory guidelines from TRAI etc., without any extra cost to BHEL

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## SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS

### 1. SCOPE OF WORK

Below is the brief overview of Scope of Work. The detailed Technical Specifications and Requirements are mentioned in Annexure-I (Technical Specifications).

- 1.1. The term vendor shall apply to successful bidder.
- 1.2. BHEL business is dependent on several IT systems. Hence, to ensure a seamless communication strategy, to organize and automate several communication processes and to achieve continuous availability within the organization, BHEL intends to implement a fast and reliable SMS facility to cater the pressing requirements of different business related communications, notifications, alerts, reminders etc.
- 1.3. This facility will be used for sending important information by BHEL, via SMS Gateway Solution, under Transactional Message category as per TRAI (Telecom Regulatory Authority of India) guidelines. The information will be sent to registered mobile users of BHEL on both DND and non-DND numbers.
- 1.4. The present projected requirement for Transactional/Batch SMS in real time is 50,000 SMS/month, which may change in future. The period of contract will be two years.

**Note:** These volumes are only estimates as per present projections and BHEL does not guarantee this volume.

### 2. PRICES/RATES

- 2.1. Successful vendor shall enter into contract agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 2.2. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of two years.

### 3. SERVICE LEVEL AGREEMENT & PENALTY

- 3.1. The vendor will have to enter into a Service Level Agreement for Service Support as per the Terms and Conditions of the Tender and covering the Scope of Work (Clause 1) and Technical Specifications (Annexure-I). The SLA requirements are as under:
  - a) Online mechanism in real time mode has to be provided by vendor for SLA enforcement with regard to Uptime of Service and Delivery of SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis as specified in the Tender.
  - b) SMS Gateway must have 99% uptime and should be available on 24x7 basis.
  - c) All SMS should be delivered within 2 minutes.
  - d) The bidder should have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the BHEL.
- 3.2. SLA shall be monitored on monthly basis. Minimum uptime for SMS Gateway solution for SMS submission/delivery is 99%. The SMS sent by the BHEL will have to be delivered within the stipulated timelines as per SLA. Failure to comply with the uptime requirement and time frames for delivery of the messages pushed by the BHEL shall attract penalty as follows:

#### P1: Penalty for SMS Gateway unavailability on quarterly basis

SMS Gateway Availability	Penalty Amount
$\geq 99\%$	No penalty would be deducted
$< 99\%$ and $\geq 95\%$	5% of quarterly billed amount payable
$< 95\%$	$[10+x]\%$ of quarterly billed amount payable. Where $x = [(95) - (\text{Percentage Availability})]$

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**P2: Penalty for Message Failure / Delay delivery**

SMS Delivery Status	Penalty Amount
Successful SMS delivery within 2 minutes	No penalty would be deducted
Any SMS delivered after 2 minutes and within 5 minutes.	5 times of per SMS cost
Any SMS delivered after 5 minutes or not delivered due to any technical fault/failure on the part of vendor/telecom operator.	10 times of per SMS cost

The total penalty (P) will be sum of both above mentioned penalties i.e. **P=P1+P2** (subject to a maximum of the total payment of that quarter).

3.3. In any of the following cases:

- a) SMS Gateway availability falls below 95% for a month.
- b) SMS delivery failure is 10% and above for a month.

BHEL may give a warning notice to the vendor to improve its services. If the vendor fails to improve its services and the above cases are repeated in the following month then BHEL reserves the right to forfeit the security deposit and invoke the “Termination Clause of the Contract” (Clause 16) for contract foreclosure.

**Note:** Penalty shall not be levied in case of Force Majeure or reasons not attributable to the vendor and agreed by BHEL.

**4. PAYMENT TERMS**

- 4.1. Quarterly payment shall be made as per actual volume, on submission of bills in triplicate.
- 4.2. The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at BHEL.
- 4.3. No payment will be made for SMS alert failed/not delivered due to any fault/failure on the part of bidder/telecom operator.
- 4.4. Vendor has to ensure inter-operability between all existing and new service providers for delivery of SMS.
- 4.5. All payments will be made after deducting penalties as per Clause-3 (“Service Level Agreement & Penalty”), if any.
- 4.6. Rates will be valid for entire contract period of two years.
- 4.7. Goods & Services tax (GST) shall be paid by BHEL as per government rules.
- 4.8. Bill prepared by the contractor should be pre-numbered and must contain inter-alia GST registration number, PAN number and GST category (as per Good & service tax act).
- 4.9. TAX deduction at source: Tax shall be deducted at source from running bill as applicable income tax rule & other statutory requirements.
- 4.10. Applicable GST shall be paid by BHEL on submission of GST compiled invoice under Goods and Service Tax Law.
- 4.11. BHEL will claim Input Tax credit on GST.
- 4.12. Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be an account of contractor.

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## **5. MODE OF PAYMENT**

Payment will be made by way of Electronic Fund Transfer.

## **6. TENDER EVALUATION**

- 6.1. The evaluation will be on the basis of delivered cost i.e. “total cost to BHEL”.
- 6.2. Prices of optional item, if any, shall not be considered for Price evaluation and Ordering, unless specifically called for in the enquiry and built into the price bid.
- 6.3. Vendor has to quote for all items in the Price Bid. The comparative statement for selecting the L1 Vendor shall be made by “Total Price for SMS in 2 years”. The Order will be place to L1 vendor, the evaluation will be done in totality of all items, and there will be no item wise splitting of order.

## **7. ACCEPTANCE OF LOI/ORDER**

Letter of vendor’s acceptance for the Letter of Intent (LOI)/Order from BHEL is to be submitted within one week of issue date of LOI/Order.

## **8. DELIVERY AND FINAL ACCEPTANCE**

- 8.1. The successful vendor will have to provide the SMS Gateway Solution within 3 weeks from the date of LOI/Order.
- 8.2. The successful vendor will have to provide the demonstration of SMS Gateway Solution including all features and options of SMS Gateway GUI (Graphical User Interface) as per the Annexure-I (Technical Specifications).
- 8.3. The successful vendor in presence of the BHEL authorized officials will conduct acceptance test as per the Annexure-I (Technical Specifications). No additional charges shall be payable by the BHEL for carrying out these acceptance tests.

## **9. CONTRACT PERIOD AND EXTENSION**

- 9.1. BHEL has an existing contract for SMS Gateway Service which will expire on 31-Mar-2020. So the start date of the new contract shall be 01-Apr-2020 or the date of final acceptance as per clause-8 (“Delivery and Final Acceptance”), whichever is later.
- 9.2. The contract period shall be for two years from the date of start of contract.
- 9.3. The quoted prices shall be valid for entire contract period.
- 9.4. After expiry of contract period, BHEL may extend the contract with the same Terms & Conditions and not exceeding the rate of this contract. This will be done after observing the performance of vendor and mutual consent.

## **10. LIQUIDATED DAMAGES (LD)**

The vendor hereto agree that timely delivery of Services is the essence of the order/contract. If the vendor fails to start the contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

## **11. TERMINATION OF THE CONTRACT**

BHEL reserves the right to terminate the contract either whole or in part before expiry of two years’ contract. BHEL shall give one month’s notice to vendor in this regard. No payments shall be done to vendor from the date of termination of contract.

I/We agree with the above

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## **12. PATENTS & TRADEMARKS**

- 12.1. Vendor shall at all times fully indemnify and keep indemnified the purchaser (BHEL) against all claims which may be made in respect of systems / goods / software supplied by the vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against the purchaser (BHEL), purchaser (BHEL) will inform the vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
- 12.2. However, vendor will have no obligation for any claim or infringement arising from third party products not supplied in the order, modifications and technical information / instructions advised by purchaser and use of products prohibited by product manuals.
- 12.3. All such claims will be settled as per Indian laws.

## **13. SUBCONTRACTING**

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

## **14. CONFIDENTIALITY**

Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

## **15. CLAIMS**

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

## **16. JURISDICTION**

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

## **17. GOVERNING LAW**

This contract shall be governed in all respects by Indian law.

## **18. FORCE MAJEURE**

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

## **19. LIMITATION OF LIABILITY**

The vendor's liability will be limited to the scope / order value of this contract only.

## **20. INDEMNITY**

- 20.1. Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software / Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However, the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

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20.2.All such claims in this regard will be settled as per Indian laws.

20.3.In the event of any such claims being made against the purchaser, purchaser will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

## **21. INFORMATION SECURITY REQUIREMENTS**

21.1.BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.

21.2.BHEL Information Security Policy is as follows:

21.3.“BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements.”

21.4.In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

21.5.The vendor / personnel deputed by vendor shall comply with following requirements:

- a) Personnel deputed by vendor shall follow the ISMS system requirements.
- b) Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
- c) Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
- d) When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- e) If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by DTX.
- f) He / she shall maintain and service only that equipment which comes under his /her scope of contract.
- g) Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
- h) Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- i) Any information security incident and / or security breaches shall be immediately reported to BHEL.
- j) In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** “Procurement of SMS Gateway Service under Transactional Message category in TRAI Guidelines “

**NIT No:** BHEL/HEEP/WEX-WCS/19-20/5129/20190145 DT 14.01.2020

<b>Pre-Qualification Criteria</b>		
<b>S.No</b>	<b>Description</b>	<b>Supporting Documents/Evidences Required</b>
1	The bidder should be registered Telemarketer/SMS Aggregator/Service Provider for sending Transactional Messages under TRAI guidelines or have the arrangement to deliver SMS through any TRAI registered telemarketers only.	Certificate of registration under TRAI guidelines for sending Transactional Messages.
2	The bidder should have positive net worth for the last 3 financial years ending March 31, 2019 (2016-17,2017-18,2018-19).	Audited Balance Sheet and Profit & Loss Statements for FY 2016-17,2017-18,2018-19. Or CA Certificate with year wise annual business turnover and Networth for FY 2016-17, 2017-18, 2018-19.
3	Average Annual financial turnover during the last 3 years ending March 31, 2019 (2016-17,2017-18,2018-19), is at least Rs 27,576/-. Proof to be provided.	
4	<p>The bidder's prior experience of having successfully completed, similar work in India, during last 7 years ending on last day of the month previous to the tender inviting date, should be either of the following:</p> <p>a. One contract of SMS Gateway service having minimum contract value of Rs 73,536. Or b. Two contracts of SMS Gateway services having minimum contract value of Rs 45960 each. Or c. Three contracts of SMS Gateway services having minimum contract value of Rs 36768 each.</p> <p>*Similar Work includes SMS Gateway Service for Sending SMS</p>	Work completion certificate from the Customer and Proof of Purchase Order along with full address, telephone number, email address of the customer including value of the Order for verification.
5	The bidder should have tie-up/arrangements with minimum two telecom service providers/operators for within India services.	Copies of Agreements/Certification with the telecom service provider with which it has a tie-up. Undertaking to be provided by bidder to renew agreement up to the validity of BHEL's contract.
6	At the time of bid submission, the bidder should not be blacklisted by any Government Department/PSU/Public Sector Banks in India.	Undertaking to this effect to be submitted.
7	The bidder should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.	Bidder has to submit Address and contact Details of service centers/Support Office.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: “Procurement of SMS Gateway Service under Transactional Message category in TRAI Guidelines “

NIT No: BHEL/HEEP/WEX-WCS/19-20/5129/20190145 DT 14.01.2020

**UN-PRICED PRICE BID**

**Bidder’s offer no. & Date:**

**Estimated Value:** Rs. 91,920.00 + GST Extra as applicable

**Date of Opening of Techno-commercial Bid (PART-I):**07.02.2020

**Period of Completion:** 24 Months

**EMD value:** Rs. 1838/-

Digital Transformation Group, HEEP, BHEL, Haridwar							
SN	Item	Applicable HSN/SAC Code	Applicable GST Rate (in %)	Quantity (No. of SMS/ Month)	Quoted Price per SMS (INR) Excluding GST	Rate per Month (INR) Excluding GST	Total Price for SMS in 2 years (INR) excluding GST
	Detailed Technical Specs as per NIT			[a]	[b]	[c] = [a] x [b]	[d] = [c] x 24
1	SMS Gateway Solution under Transactional Message category as per TRAI Guidelines			50,000	XXXXXX	XXXXXXX	XXXXXXXXX
	TOTAL Price for SMS in 2 years (INR) excluding GST in Words		XX				
<b>Note:</b>							
1. All values are to be quoted in Indian Rupees (INR).							
2. Price quoted should be inclusive of all taxes except GST. Vendor should clearly mention all applicable taxes.							
3. The comparative statement will be made by Total Cost to BHEL (column [d])							
4. GST shall be paid extra as per actuals.							
5. No cutting/ Over Writing is allowed in the entered values. In case of contradiction between quoted rate in figure and words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid.							
6. Mentioned quantity is only an estimate and BHEL does not guarantee this volume.							
7. Copy of PAN Card with company seal and signature to be submitted.							
8. Copy of GST Certificate with company seal and signature to be submitted.							

I/We agree with the above

Signature of Bidder/Contractor with Stamp



**(EM-II CERTIFICATE FORMAT)**

(Only for those who are submitting EM-II Certificate, must be on letter head of chartered accountant)

This is to certify that M/s.....,  
(hereinafter referred to as 'company') having its registered office at..... is  
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)  
..... dtd:....., 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(E)  
dated October 5, 2006 :

Rs.....Lacs

**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.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for  
.....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

**Or**

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)**  
and the date of graduation of such enterprise from its 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 dated 04.11.2013 by Ministry of  
MSME.

**Date:**

**(Signature)**

**Name**

**Membership number-**

**Seal of Chartered Accountant**

I/We agree with the above

Signature of Bidder/Contractor with Stamp

### **Acceptance/ No Deviation Certificate**

Notwithstanding anything mentioned in our 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 is not acceptable)

- 1.
- 2.

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

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **Check List for Tenderer**

S. No.	Details of Criteria	Yes/No	Please fill the Detail / Remarks / Reference of documents attached in support of each point
1	Tender Fees		
2	EMD		
3	Ink Signed & stamped on each page of Techno-commercial bid		
4	Ink Signed & Stamped on each page of supporting Document		
5	Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper		
6	Documents as per Pre-Qualification Criteria and tender conditions		
7	PAN copy		
8.	GST certificate		
6	Price Bid (Part-II) kept in a separate envelope		
7	MSME Documents (if applicable)		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** “Procurement of SMS Gateway Service under Transactional Message category in TRAI Guidelines “

**NIT No:** BHEL/HEEP/WEX-WCS/19-20/5129/20190145 DT 14.01.2020

**PRICE BID (Part-II)**

**Bidder's offer no. & Date:**

**Estimated Value:** Rs. 91,920.00+ GST Extra as applicable

**Period of Completion:** 24 Months

**Date of Opening of Techno-commercial Bid (PART-I):**07.02.2020

**EMD value:** Rs. 1838/-

Digital Transformation Group, HEEP, BHEL, Haridwar							
Price Bid							
SN	Item	Applicable HSN/SAC Code	Applicable GST Rate (in %)	Quantity (No. of SMS/ Month)	Quoted Price per SMS (INR) Excluding GST	Rate per Month (INR) Excluding GST	Total Price for SMS in 2 years (INR) excluding GST
	Detailed Technical Specs as per NIT			[a]	[b]	[c] = [a] x [b]	[d] = [c] x 24
1	SMS Gateway Solution under Transactional Message category as per TRAI Guidelines			50,000			
	TOTAL Price for SMS in 2 years (INR) excluding GST in Words						
<b>Note:</b> 1. All values are to be quoted in Indian Rupees (INR). 2. Price quoted should be inclusive of all taxes except GST. Vendor should clearly mention all applicable taxes. 3. The comparative statement will be made by Total Cost to BHEL (column [d]) 4. GST shall be paid extra as per actuals. 5. No cutting/ Over Writing is allowed in the entered values. In case of contradiction between quoted rate in figure and words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid. 6. Mentioned quantity is only an estimate and BHEL does not guarantee this volume. 7. Copy of PAN Card with company seal and signature to be submitted. 8. Copy of GST Certificate with company seal and signature to be submitted.							

I/We agree with the above

Signature of Bidder/Contractor with Stamp