

TECHNICAL SPECIFICATION
FOR
6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET

Specification Number: BAP:IC:3205B

Date: 06.08.2014

Revision No: 00**Revision Date:** 06.08.2014**Description:** 6 MBPS Internet Leased Line (1:1) Bandwidth at BHEL Ranipet

SNo	Annexure	Description
1	Annexure-I	Technical Specifications
2	Annexure-II	General Terms & Conditions
3	Annexure-III	THIRD PARTY NON-DISCLOSURE AGREEMENT
4	Annexure-IV	Contract Agreement
5	Annexure-V	Price Bid Format
6	Annexure –VI	ELECTRONIC FUND TRANSFER / RTGS TRANSFER FORMAT

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TECHNICAL SPECIFICATION FOR 6 MBPS INTERNET LEASED LINE (1:1)
BANDWIDTH

Scope of Work:**1. TECHNICAL & FUNCTIONAL REQUIREMENT**

BHEL intends to setup a 6 Mbps 1:1 Internet Leased Line circuit for a period of one year.

The scope of work includes supply, installation, configuration, provisioning, commissioning, management & monitoring of proposed Internet circuit. This broadly includes following:

- a. Supply, Installation and configuration of end equipment like fiber circuit etc.
- b. Providing dedicated Internet Port of 6 Mbps with 1: 1 committed information rate. The bandwidth must be exclusively dedicated for BHEL.
- c. Provisioning of Last Mile from the Service Provider's nearest POP to BHEL Ranipet location. The last mile should be on fiber.
- d. Termination, Configuration & Commissioning of the links with BHEL Firewall ASA 5520, Link load balancer (Array 1600) & router (Cisco 2900). All the configuration level changes in Router, Load Balancer and Firewall required to be done for commissioning of the link will be in the vendor's scope.
- e. Sustenance services for Internet link and all equipment provided by Bidder during the entire contract period.
- f. Bidders shall provide the rack to house the Fiber and all indoor equipment, if required. Bidder has to do site visit in advance and check for the space suitability for housing the rack. Rack may have to be shipped in knocked down format and assembled again in Switch/Server room.
- g. The Service Provider shall provide 24x7 service supports for call logging and fault rectification for the Internet circuit which means support for the physical link as well as associated hardware supplied to make the circuit functional. Escalation matrix shall be provided by Bidder.
- h. IPv6 Compliance: The network should be fully IPv6 compliant. It should be possible to run both IPv4 & IPv6 concurrently on the network i.e. Dual Stack. Internet IP Addresses for both IPV4 (16 Numbers with minimum 12 usable IPs) & IPV6 (/64 numbers) are to be provided
- i. IP ADDRESSES, Reverse DNS entries and Name Resolution Facility:

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

- j. The Service Provider shall provide BHEL with 16 nos. globally valid IPv4 Addresses(minimum 12 usable IPs) and 64 nos. globally valid IPV6 Addresses from its pool.
- k. All IPs provided by Bidder shall have Reverse DNS entries enabled from day one so that any Mail Servers being implemented with Bidder's IP shall have Reverse DNS entry so that other servers on Internet do not reject Mails from these servers for lack of DNS entry.
- l. Network Management & Support: The Service Provider shall do proactive monitoring and fault management of the network on an End-to-End basis remotely from its own Network Operations Centre (NOC) and provide the report through standard MRTG reports available through Web access or some other online means

2 INSTALLATION:

- a. The Bidder shall carry out total installation work as per the requirements of the complete project.
- b. Necessary power and communication cables for complete H/W installation including interfacing cables required for inter-connection of different equipment supplied by Bidder are in the scope of Bidder and shall be supplied at no extra cost.
- c. The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- d. All skilled & unskilled labour, materials, equipment, instruments, hardware, tools, consumables, fasteners, accessories etc. whether specifically mentioned or not in the specification but required for complete installation and testing in all respects will be in the scope of the Bidder and no extra cost shall be paid for the same.

3 INTERFACE EQUIPMENT

- a. Rack for housing fiber circuit and associated equipment like modem, battery etc. and Router, If required. The Rack shall be installed in Switch/Server room at BHEL Ranipet. Bidder to visit the site to ascertain the requirement for this.
- b. Bidder should specify any other equipment (if required) for interfacing. It shall be the Bidder's responsibility to configure and demonstrate the total solution so that it performs satisfactorily.
- c. It shall be successful Bidder's responsibility to interface the circuit with existing available Firewall ASA 5520(Cisco), Link load balancer (Array 1600) & router (Cisco 2900) by

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

making requisite configuration on the same.

4 ACCEPTANCE TEST PROCEDURE (ATP):

- a. ATP shall be conducted by the Service Provider to establish that the connectivity and all hardware and software has been supplied by the Bidder strictly as per the specifications and is in perfect working conditions.
- b. Once the system is fully installed (as per technical & functional requirement) and is made operational, its operation and performance would be observed for duration of two continuous working days. The ATP would start on a mutually agreed date and time after the preliminary observation of two days.
- c. At least one representative of the Service Provider shall be present during the entire ATP, if required. Bidder's representative should be capable of performing all tests, interpret the meaning of each diagnostic and satisfy BHEL representative(s) with satisfactory answers.
- d. Following procedure would be followed during the ATP:
- e. The complete system with all its hardware and software would be operated continuously for two continuous working days on 24 hours per day basis. Requisite requirements of IP numbers, DNS services, reverse DNS entry etc. shall be tested
- f. An overall availability of 99 % would be ensured by the Bidder during ATP for the leased line and the interface equipment. If any equipment or the leased line is not available for more than eight (8) hours or if it is found at the end of ATP that its availability is less than 99 %, BHEL would not accept that particular equipment or the leased line and its ATP would restart (from zero) after making necessary rectifications/replacements. If any equipment or the leased line is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the Bidder
- g. During the physical verification, it would be established that all hardware and software have been supplied as per BHEL technical specifications.
- h. All problems/deficiencies as pointed out by BHEL shall be immediately attended to by the Bidder.
- i. BHEL shall issue an ATP certificate on successful completion of ATP, provided that an overall availability of 99% has been achieved and no hardware or software problem/deficiency reported during the ATP is pending. Further, no major hardware or software problem/deficiency which indicates that the supplied hardware/software is of poor quality and/or faulty design was detected during the ATP.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

GENERAL TERMS AND CONDITIONS FOR BIDDERS**1 PAYMENT TERMS**

Payment shall be released on a quarterly basis at the end of each quarter after duly certified by Informatics Centre, BHEL Ranipet.

2 SERVICE LEVEL AGREEMENT (SLA):**2.1 Network Availability & Performance:**

The Network availability and performance parameters will be as under:

FOR INTERNET LEASE LINE		
S. NO.	Service Level Parameter	Minimum BHEL Requirement per Quarter
1	Uptime (OF LEASED LINE)	99%

This shall be calculated on monthly basis.

2.2 Computation of Availability:

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * \left(1 - \frac{\text{Total outage duration in minutes}}{\text{No. of days in month} * 24 * 60} \right)$$

Note: Scheduled Maintenance Time and planned outage by BHEL will not be included for downtime calculation.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

2.3 Penalties:

Network Availability (SLA Compliance) will be reviewed quarterly and penalties for non-compliance will be deducted on quarterly basis from the rental charges. The penalty will be calculated for Internet Leased Line as per the following formula:

Penalty = F x (H x D) Where,

F = Multiplication Factor as per table given below.

H = Minute wise Rental Charges

(i.e. Quarterly Rental Charges/Total number of minutes in the Quarter)

D = Downtime in minutes

FOR INTERNET LEASED LINE			
S. No.	Location	Uptime	Multiplication Factor (F)
1		>= 99 %	0.00 (Zero)
2		98%- 98.99%	1.25
3		97%-97.99%	1.50
4		96% -96.99%	1.75
5		< 96%	2.00

3.0 Price and Validity:

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- Price should be valid for a period of ninety days from the date of opening of the tender.
- Bidder should give the price bid in the format as per Annexure - V.

4.0 EMD

An amount of Rs. 10,000.00(Rupees Ten Thousand Only) will have to be paid as EMD(Earnest Money Deposit) either cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet".

Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per clause 11.0

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

5.0 Security Deposit :

- a) Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below for the business value as mentioned:

Upto Rs.10 Lakhs : 10%

Above Rs.10 lakhs up to Rs.50 Lakhs : 1 Lakh + 7.5% of the amount
exceeding Rs.10 Lakhs

Above Rs.50 Lakhs : Rs.4 Lakhs + 5% of the amount
exceeding Rs.50 Lakhs

The Security Deposit shall be remitted before start of the Work.

- b) Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, 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. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

6.0 Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

7.0 No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.**8.0 Discrepancy in “words “ & “ Figures “**

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

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

ANNEXURE II

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 (a) and (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.

9.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

10.0 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 (as below) 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 last 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. All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- Valid NSIC certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

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:

- 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
- 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

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

11.0 Contract Agreement:

Successful bidder shall sign the Contract Agreement signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – IV.

12.0 Tender Opening Date and Time :

Last date for submission of Tender : 30-08-2014 **14:00 Hrs** and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : 30-08-2014 **14:30 Hrs** at Informatics Centre.

13.0 Instruction for submission of Offer :

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as
1. Technical bid 2. Price bid.
- The Technical bid translated in English if submitted in other official languages of Government of India shall contain
 1. EMD
 2. Copy of Service Tax registration Certificate, TIN, PAN.
 3. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.
- The price bid shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.
- Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as '6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET' and bidder's Name, Stamp and Signature.
- Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as '6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET 'and bidder's Name, Stamp and Signature.
- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Mr.Shantanu Singh, Engineer/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu (State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

14.0 CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

Sl. No	Description	Accepted (Yes/No)	Remarks
1)	Vendor is to provide 6 MBPS INTERNET LEASED LINE (1:1) with 16 IPV4 Addresses (with minimum 12 usable IPs) and 64 IPV6 Addresses. The vendor shall comply the SLA as specified in the General Terms and conditions for Bidders (Annexure II - clause 2). The contract period is of one year from the date of the placement of PO.		
2)	Vendor should comply all the Clauses of Annexure I (TECHNICAL SPECIFICATION FOR 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH)		
3)	The rates quoted shall be firm during the tenure of the contract. The payment will be made as per the actual job done and the number of points. The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value.		
4)	Only taxes and duties indicated in the price schedule is reimbursable. The vendor is to issue tax invoices as per law. Any statutory variation during the tenure will be reimbursable. As BHEL is entitled CENVAT on service taxes, the reimbursement of the same is subject to availment of CENVAT.		
5)	The Successful bidder shall enter into a Contract agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format given in Annexure-IV.		
6)	The Successful bidder has to sign the NDA (Non Disclosure Agreement) in format given in Annexure-III.		
7)	Vendor should comply all the clauses of Tender specification in total.		

Signed By:**Name:** _____**Designation:** _____**Organization:** _____**Date & Place:** _____**Phone/Fax/Mobile/Email:** _____**Stamp & Seal:** _____

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

15.0 NON DISCLOSURE AGREEMENT

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format given in Annexure III in compliance to Information Security Management System.

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Compliance: Accepted to comply all the above points

Name:

Signature of bidder with Date:

Company Seal

Contract Ref:

**Agreement for 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL
RANIPET**

This agreement made on this _____ day of _____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining network system(s) and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for a period of one year as per contract (<loi ref no and date>) and 'Company' has agreed to provide 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract (<loi ref no and date>). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for a period of one year in consideration of the payment as per Terms and Conditions of the Contract.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

Payment shall be released on a quarterly basis at the end of each quarter after duly certified by Informatics Centre, BHEL Ranipet.

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE

ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder.
The arbitrator may from

time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

9.1 The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2014

ANNEXURE-V

PRICE BID FORMAT

Detailed Description of Materials and Work content	Unit	Qty.	Rate/unit	Value In Rs.	Appl. Taxes in %	Tax Amt. Rs.	Total Amount Rs.
1. 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET	Nos.	1					
Sub total							
Gross Amt. (including Taxes and duties)							

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																											
02	VENDOR CODE (as in WORK ORDER)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
03	Details of Bank Account:																											
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																											
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
C)	<u>BANK BRANCH CODE</u>	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
D)	MICR CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
E)	ACCOUNT NUMBER	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																										
G)	VENDOR NAME AS PER BANK RECORDS																											
H)	BANK BRANCH RTGS IFSC CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
I)	BANK BRANCH NEFT IFSC CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
J)	VENDOR'S E-MAIL ID (give two ids)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																										
K)	NAME OF AUTHORISED SIGNATORY																											

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and
duly signed by Authorised Signatory and certified by Banker.