

Bid Document

Bid Details	
Bid End Date/Time	09-01-2023 18:00:00
Bid Opening Date/Time	09-01-2023 18:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10210015-pser
Total Quantity	1
Item Category	VARIOUS EQUIPMENTS (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
ITC available to buyer	Yes
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	40000

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

AGM

10210015-PSER, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Aloke Gautam)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available.

Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-01-2023 15:00:00	OFFLINE- BHEL, DJ-9/1, SECTOR-2, SALT LAKE, KOLKATA OR ONLINE- Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 481 866 879 043 Passcode: h2yrMM Download Teams Join on the web Join with a video conferencing device teams@bhel.onpexip.com Video Conference ID: 138 467 011 2 OR BOTH

VARIOUS EQUIPMENTS (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess
100%	100%

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Kumar	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	1	28

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHARAT HEAVY ELECTRICALS LTD., KOLKATA payable at KOLKATA.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of BHARAT HEAVY ELECTRICALS LTD., KOLKATA payable at KOLKATA.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre-Qualification Criteria

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Technical

- 1) The bidder shall be Original Equipment Manufacturer (OEM) / OEM's Subsidiary / OEM's authorized partner or System Integrator (SI) of OEMs. Bidders other

than OEMs must obtain and submit authorization letter (from OEM specifically, for this tender mentioning BHEL's tender reference number).

2) The bidder must have a valid ISO 9001:2008 (or latest) Certificate or a valid ISO 27001:2013 (or latest) certificate. Bidder to submit necessary documentary evidence to ascertain the same.

3) The bidder should have executed* at least 02 (two) similar jobs** at any Government organization / Public Sector Undertaking/ Government Company / Limited Company/ Multi National Company in last 5 (five) years ending on latest due date of submission of offer.

* the word "executed" means either the job has been completed or the above stated criteria has been achieved, even if the total contract has started earlier and / or is not completed / closed.

** the word "similar jobs" means supply, installation and warranty support of at least 5 (Five) nos. of Desktop PCs (which means Desktop Computers/All in one Computers/Office Computer or equivalent) and 05 (Five) Nos of Printers (which means A3/A4 Monochrome/Colour Printer or printing equipment or equivalent printing item)

Bidder may comply the above by submitting copy of order & completion certificate/documentary evidence issued by the client/end user in support of above along with details of customer contact.

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Pre-Qualification Criteria

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Financial

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4. (a) Bidder should have average annual turnover of minimum Rs. 9.0 lakh during three consecutive financial years 2019-20, 2020-21 and 2021-22 and should have positive net worth as on latest audited accounts as submitted for para 4 (c).

(b) Bidder must have earned profit in any 1 (one) of the three consecutive financial years 2019-20, 2020-21 and 2021-22. Audited balance sheet and profit & loss account of the company for the above mentioned financial years need to be submitted in support of above.

(c) in case audited balance sheet and profit & loss account has not been submitted for that three consecutive years indicated above, then the applicable financial audited statements submitted by the bidders against the requisite years, will be averaged for 3 (three) years.

(d) if financial statements are not required to be audited statutorily, then instead of audited financial statement, financial statements are required to be certified by chartered accountant.

5. Bidder should have valid PAN and valid GSTIN certificate. Relevant supporting documents shall be submitted by the bidder.

Note:

1. The bidder who meets the above pre-qualification criterion can only participate in the tender.

2. Bidders quoting in Indian Currency (INR) only shall be qualified.

3. Consortium/ JV bidding is not allowed for this tender.

4. If the bidder happens to be subsidiary of a parent company, then the credentials of its sister-concern (under the same business) and the parent company can also be considered for meeting the above PQC.

5. Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

Contents

[1.0 Request for Proposal - Brief Scope of Work](#)

[2.0 Instructions & Guidelines to Bidders](#)

[2.1 Introduction](#)

[2.2 Requirement](#)

[2.3 Pre-Bid Conference](#)

[2.4 Deviations](#)

3.0 Bill of Material:

4.0 Delivery & Completion Schedule

5.0 Brief Scope of Work - Technical

5.1 The broad scope of work:

6.0 Warranty Period

7.0 Newness certificate

8.0 Liquidated Damage / Penalty

9.0 Payment terms

10.0 Other Terms and Condition:

11.0 Force Majeure:

12.0 Price Variation Clause:

13.0 Over Run Charges:

14.0 Insurance:

15.0 Taxes and Duties

16.0 Non-Disclosure Agreement

17.0 Confidentiality

18.0 Patents & Trademarks

19.0 Sub-Contracting

20.0	Performance	Bank	Guarantee	(PBG)
				11
.....				
21.0				
Loading.....				
11				

Annexure II: Technical Specifications

1. A3 Ink tank Printer

2. Video Conferencing camera and microphone

3. All in One Desktop

4. A4 Monochrome printer

5. A4 Heavy Duty Printer

ANNEXURE III:PRICE SCHEDULE

ANNEXURE IV: MUTUAL NON-DISCLOSURE AGREEMENT

BROAD SCOPE OF JOB : SUPPLY, INSTALLATION AND

WARRANTY SUPPORT OF ALL IN ONE DESKTOP, PRINTER AND OTHER IT HARDWARE

1.0 Request for Proposal - Brief Scope of Work

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria listed below. The tender is invited for supply, installation & warranty support of **All In one Desktop, Printer and other IT Hardware** throughout India for a period of THREE years. The tender has to be submitted in TWO PARTS namely TECHNO-COMMERCIAL (unpriced) and PRICE BID.

2.0 Instructions & Guidelines to Bidders

2.1 Introduction

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 through its office at Kolkata (BHEL Bhavan ,Plot DJ 9/1, Sector II Salt lake City Kolkata 700091) ((hereinafter referred to as "BHEL", which expression shall include its successors and assigns),

invites offers for procurement of Equipment/service in BHEL, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

2.2 Requirement

The summary of requirements is enclosed in **Annexure-II**. The rates for the various items will be finalized and order will be placed for the indicated quantities.

Successful bidder shall submit the Security deposit as mentioned in the PO/WO/LOA in line with GCC clause.

2.3 Pre-Bid Conference

2.3.1 The bidders are expected to carefully go through this Tender Document and understand all the requirements thoroughly before submitting their offer. Any pre-Bid clarification and query pertaining to this tender enquiry must be submitted in writing and addressed to the official inviting the offers. All these queries will be clarified in the Pre-Bid Meeting. BHEL will not entertain or respond to bidders' queries received after the Pre-Bid Meeting.

2.3.2 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 3 representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

2.3.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating

a fair, transparent and competitive Bidding Process.

2.3.4 Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Post bid clarifications sought after opening Techno Commercial Bid but before opening price bid should be without price implications.

Note:

A. Price Bid of the technically and commercially acceptable bidders only shall be opened.

B. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

C. Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only

those mentioned in the body of his offer and endorsement of BHEL terms and conditions in a preprinted

format will be considered.

D. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures will not be considered as part of the quotation.

E. Manufacturer's name, trade Mark or Patent No., if any, should be specified.

2.4 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender

Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per format enclosed

as Form No: **F-03 (Rev 00) of Forms and procedures of this NIT** .

Technical & Commercial - No deviation is acceptable.

3.0 Bill of Material:

TABLE A:BILL OF MATERIAL				
SL. No	Item Name	Unit of Measurement (UOM)	Quantity	Delivery location
A.SUPPLY OF ITEMS				
1	A3 Ink tank Printer	Number	4	Sagardighi=1 Kolkata =3

2	Video Conferencing camera and microphone	Set	1	Kolkata
3	All in One Desktop	Number	14	Kolkata =8; Sagardighi =1; North Karanpura =1, Kahalgaon =1, BRBCL =1, NPGCL =1, Barh =1,
4	A4 Monochrome printer	Number	12	Sagardighi =1; North Karanpura =1, Kahalgaon =1, BRBCL =1, NPGCL =1, Barh =1, NTPC Bongaigaon=1 Kolkata=5
5	A4 Heavy Duty Printer	Number	1	Kolkata
B.INSTALLATION, COMMISSIONING, TESTING, STABILIZATION, DEMONSTRATION, TRAINING OF SUPPLIED ITEMS				
1	One time Installation, commissioning, testing, stabilization, demonstration and training etc. charges for complete system as per scope	Lot	1	Kolkata, Sagardighi, BRBCL. NPGCL .Barh, North Karanpura, Kahalgaon

Detailed address of delivery locations is enumerated in Table B

S.No	Site Name	Detailed Address
1	KOLKATA	BHEL BHAWAN, PLOT NO. 9/1,DJ-BLOCK, SECTOR-II, SALT LAKE CITY,KOLKATA-700091
2	SAGARDIGHI	BHEL SITE OFFICE,SAGARDIGHI (EXTN.) PROJECT-PH.II-(2X500 MW (EXTN.)),SAGARDIGHI,DT. MURSHIDABAD, WEST BENGAL-742237
3	NORTH KARANPURA	3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND-825321
4	BRBCL NABINAGAR	BHEL SITE OFFICE, 4X250 MW NABINAGAR PROJECT BRBCL P.O. NABINAGAR DEHRI-ONSONE, DIST. AURANGABAD, BIHAR - 824 303
5	NPGCL NABINAGAR	BHEL SITE OFFICE, 3 X 660 MW NABINAGAR PROJECT NPGCL SHIVANPUR, P.O.-ANKHORA, DIST.- AURANGABAD, BIHAR, PIN: 824303
6	BARH	BARH SITE OFFICE,GANGA BIHAR,NTPC TRANSIT CAMP, P.O. BARH, PATNA BIHAR-803213
7	NTPC BONGAIGAON	BHEL SITE OFFICE, 3 X 250 MW NTPC-BONGAIGAON TPP, P.O. SALAKATI, DIST. KOKRAJHAR (BTAD) , ASSAM-783369

Note:

(1) Make & Specification of the above items should be as per ANNEXURE:II - Technical Specifications. The dimensional tolerance for the items shall be within the range of +/- 5% as specified.

(2) Transit Insurance is in the Scope of vendor.

(3) Loading/Unloading of all materials at site is in the scope of vendor.

(4) Quantity may vary (increase / decrease) depending on the actual situation at site during execution or customer obligation or any other unforeseen circumstances (equivalent to +/- 30% of total order value). For any increase / decrease in quantity during execution, the item rates shall be firm

(5)All other small accessories / items etc. required for installation shall be included in the (B.1) One Time Installation, commissioning charges of Table-A as per order. BHEL is not liable to provide any item towards installation commissioning of equipment. Bidder has to make all arrangements at their own cost.

4.0 Delivery & Completion Schedule

a) **Supply Schedule (Delivery and Inspection):** Within Four (4) Weeks from the date of delivery instruction from the authorized official of respective sites.

b) **Installation and Commissioning:** Within one (1) Week from the date of installation service instruction from the authorized official of BHEL.

Post-delivery inspection of materials would be carried out by BHEL to ensure functional completeness of supplied items. Materials found defective at the time of delivery should be replaced free of cost by vendor within 10 days of date of intimation by BHEL officials.

5.0 Brief Scope of Work - Technical

5.1 The broad scope of work:

Installation and configuration of all the hardware items supplied under the scope of the Contract.

5.1.1 Installation of All In One Desktop:

- a) Inventory & Configuration, verification against Ordered Specification
- b) Installation of OS
- c) Installation of latest OS patches and security updates.
- d) Partitioning (wherever asked for)
- e) Installation of Software packages provided by BHEL (like Antivirus, MS Office, Adobe acrobat, etc.)
- f) Printer configuration
- g) Network configuration
- h) Client email configuration
- i) Internet configuration
- j) Transfer of data from the replaced PC's.

5.1.2 Installation of Printers

- a) Inventory & Configuration, verification against Ordered Specification
- b) Perform power on self-test
- c) Network configuration
- d) Driver Installation on client machines
- e) Perform system & verification tests

5.1.3 Installation of Video conferencing camera and mic

- a) Inventory & Configuration, verification against Ordered Specification
- b) Perform power on self-test
- c) System configuration
- d) Driver Installation on client machines
- e) Perform system & verification tests

6.0 Warranty Period

Three-year inbuilt warranty for the supplied equipment to be provided by vendor from the date of installation & Commissioning as per certification by concerned BHEL officials of respective site. OEM warranty for major active components are as per specification. The warranty must include cost of labour, spares, replacement etc. The warranty support has to be provided at any location across India.

During the Warranty period the Vendor shall provide breakdown maintenance for the whole set up free of cost (exclusive of physical damage).

7.0 Newness certificate

All the items supplied as per BOM under the scope of this tender, should be NEW and confirming to the contract technical specifications.

The newness certificate should be furnished (as indicated against the items in Bill of Material) containing the serial number or identification number of the item along with the mention of month and year of manufacturing of the items. OEM O&M manuals (as applicable) and drawings wherever applicable, have to be provided by the vendor along with the supplied materials as a part of handover.

After Installation of the whole set up the vendor has to submit proper installation report which has to be duly signed by vendor's service engineer and certified by BHEL personnel.

8.0 Liquidated Damage / Penalty

Subject to force majeure, If vendor fails to complete the job as per aforesaid Supply and Installation & Commissioning schedule, BHEL shall have the right to recover as penalty as below. Penalty on delay in supply and/or Installation & commissioning will be applicable to the delays attributed to vendor. Penalty will be considered separately for "Supply" and "Installation & Commissioning": -

(a) The rate of penalty for delayed Supply for a site shall be @0.5% per week of delay of total order value (Supply + Installation & Commissioning) in Supply subject to maximum of 10% of total order value (Supply + Installation & Commissioning) excluding GST & BOCW Cess.

(b) The rate of penalty for delayed Installation & Commissioning shall be @0.5% per week of delay of total order value (Supply + Installation & Commissioning) in commissioning subject to maximum of 10% of total order value (Supply + Installation & Commissioning) excluding GST & BOCW Cess.

(c) Maximum penalty for delay in Supply and Installation & Commissioning together shall be limited to 15% of total order value (Supply + Installation & Commissioning) excluding GST & BOCW Cess as applicable.

Partial supply shall be considered as delay in supply. **In case of LD recovery, the applicable GST shall also be recovered from vendor.**

9.0 Payment terms

A. 80% of Supply Value excluding GST shall be payable within 45 days on submission of Original GST Invoice, against submission of the following:

- I. Receipt and acceptance of material at site
- II. Original LR/Consignment copy
- III. Receipted delivery Challan
- IV. Warranty Certificate
- V. Newness Certificate (as indicated against the items in Bill of Material)
- VI. OEM MAF (Manufacturer Authorization Form) documents, as applicable.

B. Balance 20% of Supply value and 100% of Installation & Commissioning charges excluding GST and BOCW Cess, as applicable shall be payable within 45 days against submission of the following:

- a) Installation & Commissioning Report signed by BHEL.
- b) Warranty certificate by vendor for 3 years for all the supplied equipment.

C. GST and Applicable BOCW Cess shall be payable subject to fulfilment of the followings:

- (i) such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by BHEL, and
- (ii) Receipt of goods / services and Tax invoice by BHEL, and
- (iii) Confirmation of payment of GST thereon by vendor on GSTN portal.

D. Paying Authority: Head of Finance, BHEL Kolkata

E. No advance shall be paid. Payment shall be paid through RTGS in INR only.

10.0 Other Terms and Condition:

1. During warranty period BHEL may ask for shifting of equipment within the site premises, vendor should execute the same as per warranty scope.
2. User training after completion of installation is under vendor scope which should be inclusive in the quoted price.
3. Charges for deployment of manpower including fooding and lodging expenses for the above scope of main and optional job shall be borne by the vendor. No additional claims of vendor shall be entertained in this regard by BHEL.
4. During the warranty period any sort of job like cleaning of equipment or any other job required pertaining to this matter shall be under the scope of the vendor.
5. During the contract period if any damage or similar incident happen which are not attributable to vendor & requires reinstallation, same shall be considered as shifting or alteration as per above scope for which separate order shall be placed on vendor on mutually agreed rates.
6. For warranty support purpose vendor needs to furnish single point contact and escalation matrix.
7. should carry out all safety aspects as per site safety regulation. Project sites are inside the customer premises so all the customer protocol for working at site are to be followed.

11.0 Force Majeure:

The vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, the service provider shall provide notice of the happening of any such act / event to the purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

12.0 Price Variation Clause: Not Applicable

13.0 Over Run Charges: Not Applicable

14.0 Insurance:

It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

15.0 Taxes and Duties

1. All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.

2. GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.

3. Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.

4. Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.

5. TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

6. TDS under GST shall be deducted as per prevailing GST rules from the bills.

7.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

7.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

7.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

7.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

7.2.3 You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.

7.3 In case, you do not collect TCS under section 206C (1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: -

"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.

7.4 In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.

7.5 You shall comply with all statutory amendment/notifications in this respect.

8. Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.

BHEL GSTN - Refer attached GSTN code table of BHEL.

Name - BHARAT HEAVY ELECTRICALS LIMITED

Address - Shall be intimated later.

Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.

9. Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address

– Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

10. In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

11. In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

12. Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.

13. Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.

14. Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same shall be available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal

15. Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.

16. Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

17. Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date

16.0 Non-Disclosure Agreement

16.1. The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to time.

16.2 All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) (as per Annexure :IV) in line with the Owner's Information Security Management System (ISMS).

17.0 Confidentiality

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and

integrity 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.

18.0 Patents & Trademarks

Bidder shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Bidder, 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, Purchaser/Lessee will inform the Bidder who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

19.0 Sub-Contracting

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to another party without prior written consent of the Purchaser.

The invoices will be raised by the bidder only and all payments/deductions will be done against the bidder bills only.

20.0 Performance Bank Guarantee (PBG)

The successful tenderer should furnish a PBG for an amount of 10% of the total Order value valid from 30 days from the date of commissioning of all the equipment as per order and valid till 30 days beyond the warranty period.

"The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.).

21.0 Loading

Performance Bank Guarantee (PBG): Non acceptance of 10% PBG will attract 10% loading on the offers.

Penalty Clause: Non acceptance of penalty clause will attract maximum 15% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. . Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.

For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.

Annexure II: Technical Specifications

1. A3 Ink tank Printer

Item Name		A3 Ink tank colour printer
S. No.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder)	

2	Functionality	Print,copy and scan with ADF
3	Print Method	Heat Free Technology
4	Print speed	A4 (Black / Colour): 32.0 ppm or higher A3 (Black/Colour):12 ppm or higher
5	Duplex Printing	Required (Automatic)
6	Scan Method	Flat bed colour image scanner
7	Scan Speed (Flatbed / ADF (Simplex Duplex))	At 200dpi, Black: 5 sec / 26.0 ipm 11.5 ipm or higher; At 200dpi, Colour: 10 sec / Up to 9.0 ipm 6.0 ipm or higher
8	Connectivity	Ethernet,LAN,USB,Wifi
9	ADF capacity	At least 50 pages (Paper thickness 64-95 gsm)
10	Print resolution	4800 x 2400 dpi or more
11	Media size	A3, A4, A5, A6, B4, B5, Tabloid, Legal, Letter, Half Letter, 5x7", 4x6", 3.5x5" Envelopes: #10, DL, C6, C4
12	Paper Tray	At least 01
13	Scan Technology	1200 x 2400 dpi or more optical resolution
14	RAM	256 MB or more6
15	Duty Cycle	25000 pages or higher
16	Print Language Support	PCL 5e,PCL 6, Post Script Level 3 emulation or better.
17	OS Compatibility	Win 7,Win 8,Win 10,Win 11
18	Management	Should be remotely manageable through web browser.
19	Compliance	Energy Star compliance (7 or higher)
20	Warranty	03 years OEM warranty (labour, parts, on-site) any where in India.
21	Preferred Make	HP/Brother/Canon/Xerox

2. Video Conferencing camera and microphone

Item Name		VC camera (quantity required 01 Nos)
S. No.	Parameters / Feature	Detailed Specifications

1	Make & Model (to be filled by bidder)	
2	Features	Motorized pan, tilt and zoom controlled from remote or console
3	Pan and Tilt Range	Pan:within +/- 90°;Tilt:+35° / -45 or more
4	Zoom	10x or higher
5	Field of View	Diagonal: within 0 to 90° Horizontal: within 0 to 85° Vertical:within 0 to 60°
6	Resolution	Full HD with 1080p with 30fps or better
7	Supported protocol	H.264 ,UVC 1.5 with Scalable Video Coding (SVC)
8	Auto focus	Required
9	Camera Presets	At least 5
10	Kensington security slot	Required
11	Far-end control (PTZ)	Required
12	Interconnecting cable with Codec	required.At least 02 Nos of 5m camera to codec connection cable required
13	Additional power cable	required if the camera requires external power source
14	Warranty	03 years OEM warranty (labour, parts, on-site) any where in India.
15	Preferred Make	Logitech/Poly/Panasonic/Sony/Avaya/Cisco/Aver

Item Name		VC Microphone (Quantity required 06 Nos of expansion mics)
S. No.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder) (Item should be from same OEM as of Camera)	
2	Pickup range	At least 6m

3	Pickup range with extension mic	At least 8 m
4	Microphone type	omnidirectional, beamforming microphones to cover at least 20 foot diameter range
5	Frequency response	100Hz - 11KHz or better
6	Sensitivity	-28 dB +/-3dB or better
7	Distortion	within <5% from 200Hz
8	Duplex performance	Full Duplex
9	Acousting echo cancellation and noise reduction feature	Required
10	Additional power cable	required if the microphone requires external power source
11	Interconnecting cable with Codec	required. At least 04 Nos of 5m microphone to codec connection cable required
12	Additional extension cable	At least 01 extension cable of 10 m length and 01 extension cable of 15 m length is required
13	Warranty	03 years OEM warranty (labour, parts, on-site) any where in India.
14	Preferred Make	Logitech/Poly/Panasonic/Sony/Avaya/Cisco/AVer

Accessories Required

S. No.	Accessories / Feature	Detailed Specifications
1	Hub	Central Hub to connect and power all components of the system viz Camera, microphone, speaker etc. The central hub should have inbuilt speakers for Transmitting and receiving audio. It should also have a dial pad to dial number during conferencing. Touch controls required in HUB: Touch controls for call answer/end, volume and mute, Bluetooth – plus camera PTZ, “home” preset and far end control

2	Remote Control	To control VC setup one battery operated remote control is required. The IR range should be at least 8.5 m. The remote should have 12 numeric keypad to dial meeting room numbers and the remote can control camera presets as well as speaker/microphone volume.
3	USB cable for connection of the hub to PC/Mac	At least One cable of 02 metres length is required
4	Cable to connect speaker to HUB	At least One cable of 05 metres length is required
5	LCD and LEDs	LCD for caller ID, call duration and other functional response. LEDs for speakerphone streaming, mute, hold, and Bluetooth wireless pairing
6	AC power adapter with cable	AC power adapter with regional socket support and at least 01(one) 3m AC power adapter cable is required.
7	Brackets	Supporting brackets required to mount camera, hub and microphone on walls/tabletop

3. All in One Desktop

Item Name		All in One Desktop
S. No.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder)	

2	Processor	(a) X-86 Architecture Based Microprocessor with minimum 6 Cores and 12 Threads, Turbo frequency /Max Boost Clock 4 Ghz or higher. 65W TDP (or lower). b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.
3	Motherboard	OEM motherboard with OEM Logo (No sticker)
4	Chipset	Compatible Chipset for the quoted Processor
5	RAM	16 GB DDR4 2666MHz or higher Memory with support up to 32GB on 2 DIMM slots or higher
6	HDD	512 GB SSD M.2 Hard Drive or higher along with 1 TB SATA based additional hard disk
7	Display	OEM make 23" or higher 16:9 aspect ratio, TCO 8.0 & Energy Star compliant.
8	Graphics	latest On-board Graphics feature
9	Keyboard	Minimum 104 keys (Same make as PC)
10	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)
11	Audio	Integrated High Definition audio with internal speakers and volume control. Single audio jack (single pin) for connecting ear phones and mic
12	Network connectivity	Integrated (on-board) 100/1000Mbps RJ45 port with WOL, PXE (or equivalent).
13	Wireless	Integrated 802.11 g/n/ac or higher
14	Ports	Minimum 4 USB ports and 1x 3.5mm audio in/out jack or combo jack, minimum 1 port VGA/HDMI /DP

15	Software	a) Should come pre-installed with 64 bit Windows 11 Professional Edition with latest service pack. (b) Each desktop should have Restore CD or DVD / Recovery partition. (c) The latest system drivers should be available on OEM's website for the entire lease period.
16	Form Factor	All in one
17	Diagnostic Tool / Software	Should come with OEM's Diagnostic tool for hardware diagnostics
18	Security	(a) Removable media boot control (b) USB Interface Control, (c) Power-On Password, Setup Password (d) Should come with (TPM)2.0 Security .
19	Webcam and Microphone	Integrated Full HD Webcam and Microphone
20	Certifications	(a) OS Certification from Microsoft (b) For OEM : ISO 9001 (Latest version) (c) RoHS compliant (d) Energy Star 7.0 or higher complaint.
21	Warranty	03 years OEM warranty (labour, parts, on-site) anywhere in India.
22	Preferred Make	HP/Dell/Lenovo/Acer

4. A4 Monochrome printer

Item Name		A4 monochrome printer
S. No.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder)	
2	Functionality	Print, copy and scan with ADF
3	Print Method	Laser
4	Print speed	A4 (Black): 35.0 ppm or higher
5	Duplex Printing	Required (Automatic)
6	Scan Method	Flatbed colour image scanner
7	Scan Speed (Flatbed / ADF (Simplex Duplex))	32 pages per minute or higher

8	Connectivity	Ethernet,LAN,USB,Wifi. Scan to network folder will be preferable.
9	ADF capacity	At least 50 pages (Paper thickness 64-95 gsm)
10	Print resolution	600 x 600 dpi or more
11	Media size	A4, A5, A6, B4, B5, Tabloid, Legal, Letter, Half Letter, 5x7", 4x6", 3.5x5" Envelopes: #10, DL, C6, C4
12	Paper Tray	At least 01
13	Scan Technology	1200 x 1200 dpi or more optical resolution
14	RAM	128 MB or more
15	Duty Cycle	5000 pages or higher
16	Print Language Support	PCL 5e,PCL 6, Post Script Level 3 emulation or better.
17	OS Compatibility	Win 7,Win 8,Win 10,Win 11
18	Management	Should be remotely manageable through web browser.
19	Compliance	Energy Star compliance (7 or higher)
20	Warranty	03 years OEM warranty (labour, parts, on-site) anywhere in India.
21	Preferred Make	HP/Brother/Canon/Xerox

5. A4 Heavy Duty Printer

Item Name		Heavy Duty Printer
S. No.	Parameters / Feature	Detailed Specifications
1	Make & Model (to be filled by bidder)	
2	Functionality	Print
3	Print Method	Laser jet with separate toner and drum
4	Print speed	A4 (Monochrome): 62.0 ppm or higher
5	Duplex Printing	Required (Automatic) with 50 ipm or higher

6	Connectivity	Ethernet, LAN,USB
7	Print resolution	1200x1200 dpi or more
8	Media size	A4, A5, A6, B4, B5, Tabloid, Legal, Letter, Half Letter, 5x7", 4x6", 3.5x5"
9	Paper Tray	At least 02
10	RAM	2048 MB or more
11	Duty Cycle (prints per month)	275000 pages or higher
12	Print Language Support	PCL 5e,PCL 6, Post Script Level 3 emulation or better.
13	OS Compatibility	Win 7,Win 8,Win 10,Win 11
14	Management	Should be remotely manageable through web browser.
15	Compliance	Energy Star compliance (7 or higher)
16	Warranty	03 years OEM warranty (labour, parts, on-site) anywhere in India.
17	Preferred Make	HP/Brother/Canon/Xerox

VOLUME-III PRICE SCHEDULE, REV-0			
SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF ALL IN ONE DESKTOP,PRINTER AND OTHER IT HARDWARE			
SCH-1 : TOTAL PRICE			
SL NO	DESCRIPTION	PRICE SCHEDULE REF	TOTAL PRICE (IN INR)

1.0	SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF ALL IN ONE DESKTOP,PRINTER AND OTHER IT HARDWARE	SCH 2 - PRICE BREAK UP	TO BE FILLED ONLINE ONLY
NOTE			
1.0	Bidder shall quote TOTAL PRICE for SCH-1 Part only at SI No. 1 above. All other amounts / rates of each item of job in respective schedules / parts will be derived based on allocated percentages. As such, any uncalled figure/ amount noted at any other place / schedule of Volume-III will not be recknoed & will stand null & void.		
2.0	Bidder to note that TOTAL PRICE at SI No. 1 above shall be considered for evaluation & awarding. The TOTAL PRICE shall be on "All Inclusive Total F.O.R Destination Price excluding GST" for Supply and Installation & Warranty Support for all the items. As such, TOTAL PRICE should be complete in all respect for the full scope defined and considering all terms and conditions.		
3.0	Bidder's quoted TOTAL PRICE of SCH-1 at SI. No 1 above, shall be apportioned into amount of various items of job based on allocated percentages against respective item, in respective schedules / parts. As such, bidder shall not indicate / quote any amount / rate in these schedules / parts and any amount / rate quoted against any item shall not be taken into cognizance / account and offer may be liable for rejection.		
4.0	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items and its quantity after rounding off to upto 2 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of job executed at the unit rate arrived at as per SI No.4 above.		
6.0	Any item as per scope of job, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
7.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
8.0	The quoted TOTAL PRICE shall be including transportation charges on FOR site basis but excluding GST		
9.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.		

ANNEXURE III:PRICE SCHEDULE				
VOLUME-III, REV-0				
JOB: SUPPLY, INSTALLATION AND WARRANTY SUPPORT OF ALL IN ONE DESKTOP,PRINTER AND OTHER IT HARDWARE				
SCH-2 : PRICE BREAK UP				
SL NO.	ITEM DESCRIPTION	UNIT	QTY.	WEIGHTA GE
1	SUPPLY OF ITEMS (INCLUSIVE OF WARRANTY SUPPORT AS PER TENDER TERMS AND CONDITIONS)			
	A3 Ink tank Printer (<i>Make & Warranty As Per Specification in Technical Conditions of the Contract</i>)	Numbers	4	0.12649434 6
	Video Conferencing camera and microphone (<i>Make& Warranty As Per Specification in Technical Conditions of the Contract</i>)	Numbers	1	0.08432956 4
	All in One Desktop (<i>Make & Warranty As Per Specification in Technical Conditions of the Contract</i>)	Numbers	14	0.42649434 6
	A4 Monochrome printer (<i>Make& Warranty As Per Specification in Technical Conditions of the Contract</i>)	Numbers	12	0.20355412
	A4 heavy Duty Printer (<i>Make& Warranty As Per Specification in Technical Conditions of the Contract</i>)	Numbers	1	0.05912762 5
	Total of SUPPLY OF ITEMS (INCLUSIVE OF WARRANTY SUPPORT AS PER TENDER TERMS AND CONDITIONS)			0.900000000
2	ONE TIME INSTALLATION, COMMISSIONING, TESTING, STABILIZATION, DEMONSTRATION AND TRAINING ETC. CHARGES FOR COMPLETE SYSTEM AS PER SCOPE			
i	A3 Ink tank Printer	Numbe rs	4	0.014054927

ii	Video Conferencing camera and microphone	Numbers	1	0.009369952
iii	All in One Desktop	Numbers	14	0.047388261
iv	A4 Monochrome printer	Numbers	12	0.022617124
v	A4 heavy Duty Printer	Numbers	1	0.006569736
	Total of One time Installation, commissioning, testing, stabilization, demonstration and training etc. charges for complete system as per scope.			0.100000000
TOTAL				1.000000000

ANNEXURE IV: MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and **<your company's name>**, a **<type of corporation>** corporation, hereinafter called "The Bidder", whose principal mailing address is **<registered address>**.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for "supply, installation and warranty support of all in one desktop, printer and other IT hardware", **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this

Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

<company's name>

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---