



Enquiry No. PE-LPE/574 dtd. 20/08/2022

Due Date: 30/08/22 by 2:00 PM

Open Tender Enquiry (Through e-Procurement)

Subject: 2 years contract of Data Recovery from crashed Hard Drives in BHEL PS-PEM, Noida for 2 years w.e.f. PO date

Dear Madam/ Sir,

Most competitive rates are invited for 2 years contract of Data Recovery from crashed Hard Drives in BHEL PS-PEM, BHEL-PS-PEM, Noida for two years (Refer Technical Specification, Price Format for details).

Scope: As per clause no. 1 of Technical Specification (Annexure-II).

Period of Contract: The contract shall be for a period of two years w.e.f. effective date of commencement of contract as per the work order

Response Time: Problem to be attended immediately (same day or next day) after intimation via IVR/phone/e-mail

Payment Terms: Full payment shall be released to vendor after the BHEL-PEM certifies that the data has been recovered and received by user else no payment shall be released. E-Invoice to be submitted as per the extant Rules and Regulations. Payment will be released as per clause No. 16 of Annexure-III.

Penalty: As per clause no. 6 of Technical Specification (Annexure-II).

EMD: Rs 31,074/ (Rupees Thirty-One Thousand Seventy-Four only) as per clause no 14 of Commercial Terms & Condition (Annexure-III).

Security deposit: 5% of the Total Contract value, as per clause no 14 of Commercial Terms & Condition (Annexure-III).

Special Conditions: All statutory compliance and risk of loss or damage to physical property and of personal injury and death, which arises during/in consequence of the performance of the contract are the responsibility of the contractor.

Additional Terms & Conditions: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

Bid Validity: The bid shall valid for a period of 90 days from the date of opening of offers.

Validity of Rates: The price quoted shall remain "FIRM" for the entire contract period.

Evaluation: Bidder to quote as per enclosed Price Format (Annexure-I'). Grand Total price indicated in Price Format (i.e. Total Price for two years (excluding GST)) shall be considered for evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed.

Price Format ,Technical Specification, Commercial Terms & Conditions, General Terms & Conditions, & Non-Disclosure Agreeemnt Format shall be as per enclosed Annexures - I to VI.

Please upload your best quotation/ offer in two parts on <https://eprocurebhel.co.in/nicgep/app> for the requirement strictly as per schedule of price format, before above mentioned due date & time.

Yours faithfully,
For and behalf of BHEL,
Kumar Suman Saurabh
Dy. Mgr./CMM

BHARAT HEAVY ELECTRICALS LIMITED



SCOPE, TECHNICAL SPECIFICATION & TECHNICAL PQR

OF

DATA RETRIEVAL FROM FAILED HARD DRIVES

**TECHNICAL SPECIFICATION NO.: PE888S-0808
REV. 00**

**DTG DEPARTMENT
03rd JUNE 2022**

PREPARED BY:

ANKIT KUMAR SINGH, DY. MANAGER/DTG

CHECKED & REVIEWED BY:

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APPROVED BY:

DIPESH PALIT, GM / C&I, NBG, IPDS, DTG & PPDC

1. REQUIREMENT

BHEL PEM at PPEI building, Sector 16A, NOIDA wants to enter into a contract for data retrieval from hard drives from PCs/Workstations/Laptops that have failed due to various reasons.

2. DURATION OF THE CONTRACT

The contract shall be for a period of 2 years. Estimated number of failed hard-drives to be sent to the bidder for data recovery per year is 41. However, BHEL-PEM does not guarantee any minimum number of drives to be sent for data recovery during a year. The maximum value of work may exceed up to +30% w.r.t. the line items as per BHEL price format.

3. SCOPE OF THE BIDDER

It is understood that the data retrieval from any hard drive is not guaranteed, however, the bidder shall make every possible effort to retrieve data from each hard drive.

Service Level Requirements

- a. The bidder shall get the hard drive collected from the BHEL-PEM office/ DTG department within 4 working days of intimation from BHEL-PEM/ DTG dept. via e-mail.
- b. Bidder must provide an assessment report within 6 working days of collection of hard drive, to BHEL-PEM/ DTG dept. via e-mail.
- c. Bidder shall initiate the recovery of hard drive only after BHEL-PEM/ DTG dept.'s confirmation through e-mail (to be provided based on assessment report).
- d. Bidder shall recover the data within 15 working days from BHEL-PEM/ DTG dept.'s confirmation (as per sl. No. (c) above).
- e. After recovery, bidder must get the data verified with the user through remote/offline session. BHEL-PEM/ DTG dept. shall facilitate the data verification.
- f. Once BHEL-PEM/ DTG dept. verifies that the data is recovered, bidder must ensure to send the data back to BHEL-PEM/ DTG dept. along with the hard drive with-in 5 working days after confirmation by BHEL-PEM/ DTG dept.
- g. The bidder shall bring the data (on CDs / DVDs / HDDs) to BHEL-PEM/ DTG dept. In case the retrieved data is brought on CDs or DVDs, the same shall become the property of BHEL. However, if the retrieved data is brought on HDD(s) or flash-drive, the same shall be returned to the bidder after the data is transferred to BHEL PCs/Workstations/Laptops within 2 working days.
- h. After successful data transfer, which will be intimated by BHEL-PEM/ DTG dept. within 2 working days of receipt of media, bidder shall permanently wipe and sanitize any media for BHEL data kept in their system/server/media (all locations) based on BHEL-PEM/ DTG dept.'s confirmation for wiping/sanitizing of data. Further, bidder shall certify that the data has been wiped/sanitized completely and is not further recoverable by any means.
- i. **Deliverables to BHEL**
 - i. Assessment Report via e-mail.
 - ii. Delivery of recovered data
 - iii. Certificate of data wiping (as per clause no. 3 sub clause no. h))

4. PAYMENT TO THE VENDOR

Full payment shall be released to vendor after the user certifies that the data has been recovered and received by user else no payment shall be released.

5. TERMINATION OF THE CONTRACT

BHEL reserves the right to terminate the contract if the bidder fails to collect hard disk or provide assessment report or recover the data or deliver the data as per time line given in service level requirement (scope of vendor) above in case of three consecutive issues reported to them.

6. NON-DISCLOSURE AGREEMENT

BHEL-PEM is an ISO: 27001:2013 (ISMS) certified organization and hence information security is the essence of the contract. Confidentiality, integrity and availability are considered the three

most crucial components of ISMS. Therefore, the successful bidder will have to sign a Non-Disclosure Agreement in the format to be furnished along with PO.

7. PENALTY CLAUSE

- a. Failure to collect within 4 working days from BHEL's intimation: Penalty of ₹ 200 (excluding GST) per day shall be deducted if the vendor fails to collect the hard disk within 4 working days of intimation.
- b. Failure to provide assessment report within 4 working days from collection of hard disks: Penalty of ₹ 200 (excluding GST) per day shall be deducted if the vendor fails to provide assessment report within 4 working days from the date of collection of hard disks from BHEL.
- c. Failure to recover data from faulty hard disk within 15 working days after BHEL's confirmation on the basis of assessment report: Penalty of ₹ 200 (excluding GST) per day shall be deducted if the vendor fails to recover the hard disk within 15 working days after confirmation.
- d. Failure to deliver hard disk within 3 working days after User's verification: Penalty of ₹ 200 (excluding GST) per day shall be deducted if the vendor fails to deliver the hard disk and the recovered data within 3 working days after user's verification.
- e. Total recovery for a single hard disk (comprising of all the cases of 8(a), 8(b), 8(c) and 8(d)) shall be limited to half of unit rate (without taxes) for recovery of that hard disk.

TECHNICAL PQR CRITERIA

a. CLEAN ROOM LAB

Bidders must have the CLEAN ROOM LAB infrastructure available in their premise to handle data recovery jobs.

Bidders must provide undermentioned documents along with their offer:

- i. Photos as proof of clean room facility available with them.
- ii. Box type class 100/1000 environment is not acceptable.
- iii. Certified clean 100/1000 room calibration report for last three years.
- iv. ISO 27001 certificate as on date and certified audit reports for last three years as per ISO 9001.

Further, if required BHEL may visit the clean rooms of the bidders to decide the technically qualified bidders.

- b. Bidder shall have at least 3 years of experience in Data Recovery Domain as on Techno-commercial bid opening date.
- c. Bidder shall provide necessary evidence for recovery of hard disk for any two under-mentioned categories during last three years as on Techno-commercial bid opening date. The categories are:

- a) 320 GB b) 500GB c) 1TB d) 2TB

- d. Bidder must have executed order worth not less than the ₹ 6,00,000/- (Rupees Six Lakh only) excluding taxes for last three years as on Techno-commercial bid opening date.

Bidders shall provide following documents in support of above:

Completion certificate from end user or PO/invoice along with proof of receipt of payment as on Techno-commercial bid opening date.

Annexure- 'III'**COMMERCIAL TERMS AND CONDITIONS****1. BID SUBMISSION**

Bids shall be submitted latest by _____ on _____ on or before the due date.

Bidders shall have to visit BHEL E-Procurement web site and have to upload their quotation on BHEL e-bid portal in line with NIT requirement by due date and time.

For uploading Bids, bidders have to use their organization's authorized Digital signature (DSC class-III/ applicable class for bidding) registered with PEM. In case the same is not registered with PEM or not available with the bidder then such bidders have to purchase the same and get it registered with PEM as the same is required to upload the bid on BHEL E-bid portal.

Bidders to note that hard copy of the bid is not required to be submitted and Bid is to be uploaded on BHEL e-bid portal only. In case paper bids are received from any of the bidder against e-bid, same shall be ignored

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be enclosed as per NIT.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at _____ on the due date _____ .

3. The bid shall remain valid for a period of 90 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.

7. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. Contract value means total contract value including all taxes.
10. **SUBMISSION OF INVOICE:** GST compliant invoice by the vendor shall be submitted in duplicate, to HR-GAX Dep't. Of BHEL/PEM, BHEL, PPEI, NOIDA-201301.
11. **RISK PURCHASE:** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

12. PRICE DISCREPENCY:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i. Bidders should quote total price in “figures” with corresponding words in price bid format.
- ii. 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.
- iii. 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.
- iv. 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 (ii) and (iii) above.
- v. 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.

13. LANGUAGE & CORRECTIONS:

- i. The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss

arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.

ii. Tenderer shall quote the rates in English language and Indo-Arabic numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.

iii. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasements, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

14. **EARNEST MONEY DEPOSIT (EMD):**

EMD of Rs 31,074/- (Rupees Thirty-One Thousand Seventy Four only)

The EMD may be accepted only in the following forms:

- a) Electronic Fund Transfer credited in BHEL account (before tender opening).

Bank details are as under:

Bank Name: SBI

Account no. – 39922687394

IFSC Code- SBIN0017313

BRANCH- CAG II NEW DELHI

Banker's cheque/ Pay order/Demand draft in favour of BHEL (along with offer).

- b) Fixed Deposit Receipt(FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

No interest shall be payable by BHEL on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- iv) If operations of the contract are not commenced from the date indicated in the award of contract.

14.1 Forfeiture of EMD

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
- b) Refusal to enter into a contract after the award of contract.
- c) If operations of the contract are not commenced from the date indicated in the award of contract.
- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

14.2 EMD shall not carry any interest.

14.3 EMD of successful tenderer will be retained as part of Security Deposit.

15. **SECURITY DEPOSIT:**

Security Deposit of 5% of the contract value may be accepted in the following forms: -

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - ii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- 15.1** Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.
- 15.2** The Security Deposit shall not carry any interest.
- 15.3** **Validity of the Performance Security Deposit:** will be up to three months after expiry of the contract.

16. PAYMENT TERMS:

Full payment shall be released to vendor after the user certifies that the data has been recovered and received by user else no payment shall be released. Payment will be released to the suppliers as per following table:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45
Medium Enterprises	60
NON MSME	90

17. ETHICS IN BUSINESS DEALINGS/ SUSPENSION OF BUSINESS DEALINGS:

In order to protect the commercial interests of BHEL, it becomes necessary to take action against bidders/ sellers/ suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a bidders/ sellers/ suppliers / contractors. Detailed guidelines are available at www.bhel.com/www.bhelpem.com. Bidders should get themselves acquainted with these guidelines.

18. DEALING WITH BIDDERS UNDER SUSPENSION

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firm is available on BHEL web site www.bhel.in

19. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject quotation without assigning any reason whatsoever. Quotation of the party which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.
20. For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
- 21. TAX DEDUCTION AT SOURCE:**
Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
- 22. TERMINATION OF CONTRACT:**
Notwithstanding anything contrary in this contract elsewhere, BHEL may at its sole discretion terminate the contract at any time, by giving a written notice, for any reason whatsoever including but not limited to any non-compliance to the terms and conditions of the contract, default, non-performance or breach of the contract by the vendor. This right of termination of BHEL shall be without prejudice to any other rights or remedies which BHEL may have against the vendor under the contract or any law.
- 23. SHORT CLOSURE OF CONTRACT:**
BHEL reserves the right to short clause the contract with one month notice without assigning any reason.
- 24. DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.
25. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.

Annexure- 'IV'

26. ARBITRATION & CONCILIATION:**25.1 CONCILIATION:**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme. For more details please visit BHEL website www.bhel.com

25.2 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

27. LAWS GOVERNING THE CONTRACT:

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ).

It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

28. JURISDICTION OF COURT:

Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

29. SETTLEMENT OF DISPUTES:

29.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

29.2 Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

29.3 Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

30. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. BHEL Fraud prevention policy is also uploaded on www.bhelpem.com & www.bhel.com

31. FORCE MAJEURE:

31.1 Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non execution/non- performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure' event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

31.2 The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

- 31.3 If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.
- 31.4 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
- 31.5 If a war like situation has developed in a country where Sellers's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

32. STATUTORY VARIATION:

- 32.1 In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly
- 32.2 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.
33. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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Annexure – ‘V’

DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax) (Email)		
4.0	Name of proprietor / partner / Director(s)		
5.0	Name of Bankers		
6.0	Copy of PAN Card to be enclosed		
7.0	Any other information		

	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc. No.: ISMS-04-AA-013
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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. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. 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.

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

Name

Company

Signature

Note: - The above is suggestive in nature. Any other format of NDA duly approved can also be used.