

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

2nd Floor HRDI Building Sector-16A

Noida - 201301

Request for Proposal

FOR

Hiring 55 nos. laptops on rent at CDT, Asiad for 03 days, from 20th to 22nd Sep'2022 (Tentatively)

Consist of

Section – A (Specific Terms and Conditions)

Section – B (Instructions and Guidelines to Bidder)

Ref. No. AA:CDT:LAP (2022) dated 20th July 2022

To be signed and stamped by the bidder

Ref. No.: AA:CDT:LAP (2022)

Date: 20th July 2022

To,

Sub: Enquiry for hiring 55 nos. laptops on rent basis for 03 days, from 20th to 22nd Sep'2022 (Tentatively), CDT, Asiad

Offer is invited for hiring 55 nos. laptop on rent basis for 03 days, from 20th to 22nd Sep'2022 (Tentatively), CDT, Asiad as per the terms and conditions of this RFP.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to submit your response, complete in all respect, in requisite format with all necessary enclosures, may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response is delivered on or before **10.08.2022 at 1500 hrs**. The bid will be opened on the same day at 1530 hrs.

Bids shall be addressed to:

Sr.Engineer (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building Sector-16A
Noida - 201301



Thanking you,
Yours faithfully,
For and on behalf of BHEL

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General Instructions to Bidders

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	20-07-2022
2	Last date of receiving queries from bidder	25 07 2022 (before tender submission time)
3	Last date and time for submission of bid	10-08-2022: 1500hrs, at CDT, Noida
4	Bid opening (tentative date)	10-08-2022: 1530hrs, at CDT, Noida

Introduction:

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 16 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.



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SECTION - A

Specific Terms and Conditions

1.1 Eligibility:

- 1.1 Average annual turnover for the last three financial years ending 31/03/2021 should be minimum Rs 44,550/-.
- 1.2 The lowest bidder shall make available the laptop at the place, for inspection. If BHEL is satisfied with the condition of the laptops, only then, purchase order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide laptops in good condition resulting in non-issue of purchase order, the earnest money of such bidder shall be forfeited.
- 1.3 The bidder must have registration for Goods Service Tax (GST).

2.1 Documents Required

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 2.1 Audited balance sheet, P/L accounts or certificate from statutory Auditors for the FY 2018-19, 2019-20, 2020-21.
- 2.2 Self-certified copy of minimum configurations as mentioned in the specifications with authorized signatory and stamp.
- 2.3 Self-certified copy with authorized signatory with stamp for antivirus installed.
- 2.4 Bidder has to submit a copy of PAN and GSTIN as supporting documents

3.1 Specifications

- 3.1 The laptops must be with minimum configuration of i5 processor, 4 GB RAM, Windows 10 operating system and inbuilt mic and camera in good and workable condition.
- 3.2 Power cable along with adapter for charging the Laptops.

4.1 Scope

- 4.1 Supply/Pickup of Laptops at/from the consignee location
- 4.2 The bidder should supply minimum 55 laptops in perfect running condition.
- 4.3 The laptops must have antivirus client installed with latest component version and updates. The antivirus client must be from reputed vendor.
- 4.4 The laptops should not have any pirated software or spyware installed.

5.1 SLA (Service Level Agreement)

- 5.1 The Vendor shall ensure the uptime of all the laptops during the entire period of 3 days.

6.1 Penalty for SLA Non-Conformance:

- 6.1 If no substitute for failed laptop being provided by the bidder within 30 minutes of occurrence of the fault, deduction of the faulty laptop (at unit rate per day) shall be made.

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7.1 Availability of Spares Laptop

7.1 The successful bidder may maintain additional Laptop (at least 2 laptop) for SLA compliance and if any additional laptop is required to be stored at BHEL premises for proper SLA compliance, the bidder shall do so.

8.1. Payment terms

Payment will be released within 60 days from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties along with following document

8.1 SLA reports (certified by BHEL)

8.2 Tax payment proof

9.1 Delivery Required:

9.1 Delivery is required at Asiad Office, BHEL at New Delhi for 03 days, from 20.09.2022 to 22.09.2022 (tentatively).



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SECTION - B

1. Instructions and Guidelines to Bidder

1.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

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.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

2. Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

A) EMD (Earnest Money Deposit):

- a) Each bidder has to deposit EMD of Rs. 2,970/- (Rupees Two Thousand Nine Hundred Seventy only) as a part of subject tender and the same should be in the following forms.
- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi;
 - iii) Electronic Fund Transfer credited in BHEL account (before tender opening).

BANK NAME:	KOTAK MAHINDRA BANK
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ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKDK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- iv) Fixed Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in Companies Act (FDR should be in name of the Contractor, a/c BHEL)
 - v) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
 - vi) EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
 - vii) Tender without requisite EMD will not be considered for further evaluation.
 - viii) Bidder having valid NSIC/MSME registration certificates is exempted from EMD as per govt. rules.
 - ix) Central/State PSUs shall also be exempted from EMD.
- b) **No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:
- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
 - ii) Refusal to enter into a contract after the award of contract.
 - iii) If operations of the contract are not commenced from the date indicated in the award of contract.
- c) The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier.

B) Bounded volume of:

- a. Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFP. The Purchaser reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short-listed vendors will be opened.

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- b. Checklist of UN-PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-I** with word "QUOTED" written against all items in price column.
- c. No Deviation Certificate as per format enclosed as **Annexure-II**.
- d. Declaration of GST benefits as per format enclosed as **Annexure-IV**
- e. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Part-II : Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-I** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

3. Bid Submission:

- 3.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

Sr. Engineer
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor, HRDI Building
Sector -16A, Noida - 201301
Telephone no. : (0120) 2416470/6493
Email : naveensharma@bhel.in/pradeepkumar@bhel.in

- 3.2 Bids can also be delivered in person to the official inviting Bids.

- 3.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.



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4. Bid Opening

- 4.1 Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend.
- 4.2 No correspondence shall be entertained from the bidder after the opening of Bid.
- 4.3 Standard pre-printed conditions of the bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 4.4 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 4.5 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 4.6 Purchaser reserves the right to negotiate the tender, if required.

5. Validity of Offer:

Offer shall be kept valid for **four months** from the due date of Tender, for Purchaser acceptance.

6. 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 the offer as per **Annexure-III**.

Technical & Commercial - No deviation is acceptable.

7. Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the official inviting tender by 25.07.2022.

8. Rejection of Bid and Other Conditions

- 8.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 8.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 8.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.



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8.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject the bid.
- b) to increase or decrease the quantities.

8.5 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.

8.6 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

8.7 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

9. Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) and cpp portal in Tender Notification section under the original tender enquiry number.

10. Tender Evaluation:

10.1 Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

10.2 All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

11. Taxes & Duties:

- i. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.
- ii. TDS under GST law as applicable shall be deducted.
- iii. In case of any recovery including LD/SLA, the applicable GST shall also be recoverable from the supplier.

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- iv. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- v. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- vi. GSTIN of BHEL will be provided to the Vendor along with the work order.
- vii. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- viii. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, 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.
- ix. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- x. Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- xi. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- xii. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

12. Statutory Obligations, if any:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.

13. Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.



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14. Exemption:

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012 and subsequent amendments, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

15. Indemnity:

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

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

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

16. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.



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17. Non-Disclosure Agreement:

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

18. Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

19. Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

20. Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor 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.

21. Limitation of Liability:

The vendor's liability shall be limited to the value of this contract only.

22. Risk Purchase

Client reserves the right to take services from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And



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- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

23. Termination of The Contract & Its Consequences

- a) Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.
- b) Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- c) BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- d) Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- e) Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

24. Merger & Acquisition

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

25. Sub-Contracting

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

26. Special Clauses

BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.

27. List of Annexures:

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: No-Deviation Certificate Format

Annexure-IV: Declaration of GST benefits

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Annexure-I

Price Bid Format:

Please quote the best prices for below mentioned items. Subject to terms and conditions as given below: -

Sr. No	Type	Description	Quantity	No. of Days	Total Rental for Unit quantity per day (excl. taxes)	Total Rental for 55 quantity (INR) per day (excl. taxes)	Total Rental for 55 quantity for 3 days (INR) excl. taxes	Total Rental for 55 quantity for 3 days (INR) incl. taxes
1.0	Laptop	Laptop 1.Processor – i5 or above. 2. Ram – 4GB or higher. 3. Windows 10 or higher. 4. Inbuilt Camera and Mic	55	03				

% of GST :.....

Note :

1. The rate should be quoted in Indian Rupees.
2. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

Seal & Signature of the Company

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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 _____, a _____ corporation, hereinafter called "The Bidder", whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for _____, **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) days 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

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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.



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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 three (03) days 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

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

Witness

1.

1.

2.

2.



Ref. No. AA:CDT:LAP (2022) dated 20th July 2022
To be signed and stamped by the bidder

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:LAP(2022)**, dated **20th July 2022**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or Indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Mobile: _____

Email: _____

Stamp & Seal: _____



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Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place: _____

Date: _____

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To be signed and stamped by the bidder