

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल लिमिटेड



Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

**CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P.-201301**

Request for Proposal

FOR

**Extension of Optical Fiber Cables (OFC), in BHEL SADAN, Noida from M/s
Akshita Services**



BHARAT HEAVY ELECTRICALS LIMITED
भारत हेवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No.: AA:CDT:OFC
Date: 23.04.2026

Dear Sir,

Sub: Enquiry for Extension of Optical Fiber Cables (OFC), in BHEL SADAN, Noida from M/s Akshita Services

Single bid is invited through email (cdt-tender@bhel.in) for OFC Extension from BHEL SADAN Ground Floor Switch Room to Ground Floor Data Centre Noida from M/s Akshita Services as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com / cdt-tender@bhel.in. Hence, bidder is expected to keep visiting www.bhel.com / cdt-tender@bhel.in for any corrigendum / notification in its own interest.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents 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, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **23.04.2026 at 1500 hrs.**

Bids shall be addressed to:

Sr.Engineer (CDT) / Manager(CDT)/SDGM(CDT)
Ph: 0120-2416493/6482
Bharat Heavy Electricals Limited,
BHEL CDT HRDI Building
Noida - 250002

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

Pradeep
23.04.26
Sr.Engineer (CDT)

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प्रादीप कुमार / PRADEEP KUMAR
वरिष्ठ अभियन्ता / Senior Engineer
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन / CORPORATE DIGITAL TRANSFORMATION
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Ltd.
मुख्यालय, बल्लभ पुरा नं. 25, सेक्टर-16ए नोएडा-201301 (उ.प्र.)
BHEL Sadan, Plot No. 25, Sector-16A, NOIDA-201301 (U.P.)

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1. Key Activities and Dates of Tender:

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	23-04-2026
2	Last date of receiving queries from bidder	24-04-2026
3	Last date and time for submission of bid	27-04-2026: 1500hrs, at CDT, Noida
4	Bid opening (tentative date)	27-04-2026: 1530hrs, at CDT, Noida

2. 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.

3. Objective:

The tender is invited for **extension of Optical Fiber Cables (OFC), in BHEL SADAN, Noida from M/s Akshita Services**. The tender has to be submitted in Single PART through email (cdt-tender@bhel.in).

4. Scope of work:

Bidder is required to carry out the extension of OFC from BHEL SADAN Ground Floor Switch Room to Ground Floor Data Centre. All the items, accessories, commissioning tools required to extend the OFC cable from Ground Floor Switch Room to Ground Floor Data Centre shall be scope in the bidder at no extra cost to BHEL. If any civil work required for this job shall be in bidder's scope. Extension of OFC to be done as per the rack position in data centre at ground floor. The handing over of OFC connection to be given in up and running condition in the data centre.

5. Rates:

Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes should be indicated separately. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like service tax etc. Taxes not mentioned by the bidder in their bid will not be entertained at later date. However, during the execution of the contract any increase or decrease in the above taxes/imposition of new taxes will be entertained on submission of relevant documentary proof.

6. Taxes and Duties

6.1	<p>The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses</p>
6.2	GST (Goods and Services Tax)
6.2.1	<p>GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>
6.2.2	<p>The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.</p>
6.2.3	<p>Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.</p>
6.2.4	<p>Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p>
6.2.5	<p>Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p>
6.2.6	<p>Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.</p>
6.2.7	<p>Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p>

6.2.8	<p>Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -</p> <ol style="list-style-type: none"> a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor. g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
6.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
6.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
6.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
6.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
6.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

6.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
6.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
6.3	<p>Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
6.4	<p><u>Income Tax:</u></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>

6.1 Penalty for Late Delivery:

The date of delivery shall be 2 weeks from the PO placement. If, the Service Provider/bidder fails to deliver the services within the delivery period, penalty for late delivery will be levied on the Service Provider.

For any delay in delivery of the OFC laying services, a penalty shall be levied on the vendor at the rate of 0.5% per week (or part thereof) subject to a maximum of 10% of the total order value for entire contract period. However, if the delay is due to any reason on BHEL's account, then that delay will not be counted on service provider's part and no penalty will be levied on the bidder.

6.2 Terms of Payment:

- BHEL will not make any advance payment.
- 95% of the payment will be made after completion of work. Remaining 5% payment shall be done after completion of 1 year warranty period. Warranty period shall be start from the completion of work.
- Payment will be made in Indian Rupees Only.
- Payments will be made within 45 days of submission of invoices accompanied by completion certificate from the executing agency.

6.3 Warranty: 1 year from the date of commissioning.

6.4 LOCATION & CONSIGNEE ADDRESS:

Name: Shri Shashi Ranjan (Sr.Engineer-CDT)
Address: BHEL Sadan Sector-16A, Noida-201301
Contact details: 01202416497
Email: rshashi@bhel.in

7. Instruction and guidelines to Bidder:

7.1 Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the 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.

7.2 Procedure for Submission & Opening of Bids:

Bid shall be accepted by the official inviting the tender in ONE PART over email (cdt-tender@bhel.in).

Bid shall consist of the following:

- i) PRICE BID as per as per format enclosed as **Annexure-I**
- ii) Non-Disclosure Agreement Format as per format enclosed as **Annexure-II**
- iii) No Deviation Certificate as **Annexure-III**
- iv) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Price bid containing PRICES only is to be submitted as per Price Bid Format (**Annexure-I**). 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.

7.3 Bid Submission:

Bid shall be submitted through email cdt-tender@bhel.in only and shall be sent with due allowance for any network 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.

7.4 Bid Opening: Bid received over email shall be opened on due date.

7.5 Evaluation of Bid: The evaluation of financial bid shall be based on the delivered cost, which refers to the total cost to BHEL.

7.6 Validity of Offer:

Offer shall be kept valid for four (04) months from the due date of Tender.

7.7 Deviations:

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

Technical & Commercial - No deviation is acceptable.

7.8 Language of Bid:

7.8.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.

7.8.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in **BLUE/BLACK INK** only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.

7.8.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.

7.8.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

7.9 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 pradeepkumar@bhel.in/devendrasharma@bhel.in. BHEL will not entertain or respond to bidders' queries and clarifications received after 24.04.2026

7.10 Rejection of Bid and Other Conditions:

8.1.1 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.

8.1.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

8.1.3 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.

- 8.1.4 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.
- 8.1.5 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.
- 8.1.6 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 8.1.7 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

7.11 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 (www.bhel.com) and email (cdt-tender@bhel.in).

7.12 Documents Accompanying the Bid:

All documents shall be submitted as per the NIT. All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted and should be fully indexed.

7.13 Security Deposit / Performance Security

- 7.13.1 Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 7.13.2 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in clause 7.13. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest as mentioned herein above.
- 7.13.3 The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:
- a) Cash (as permissible under the extant Income Tax Act).
 - b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - c) 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.
 - d) 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).
 - e) 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).

f) Insurance Surety Bonds

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

7.13.4 At least 50% of the required Security Deposit should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 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.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

7.13.5 Payment can be released only after collection/ recovery of initial 50% Security Deposit.

7.13.6 The Security Deposit shall not carry any interest.

7.13.7 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

g) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

h) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.

i) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

7.13.8 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.

7.13.9 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

Electronic Fund Transfer details of BHEL.

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

7.14 Return of Security Deposit

Security Deposit shall be returned to the contractor upon fulfilment of contractual obligations as per terms of the contract and after completion of contract period plus 60 days, after deducting all expenses/ other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

7.15 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.

7.16 Non-Disclosure Agreement:

- 7.16.1 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.
- 7.16.2 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-II** in line with the owner's Information Security Management System (ISMS).

7.17 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. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.

7.18 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.

7.19 Limitation of Liability:

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

7.20 Breach of contract, Remedies and Termination:

In case of breach of contract such as non-compliance to supply, install, configure, SLA parameters, unsatisfactory service etc. BHEL reserves the right to terminate the contract in full or part and BHEL shall recover 10% of the contract value. The recovery shall be done from security instruments like performance bank guarantee available with BHEL for this contract, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

Vendor shall continue the performance of the contract under all circumstances to the extent not cancelled.

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

7.21 Termination of The Contract & Its Consequences

- 7.21.1 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.
- 7.21.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 7.21.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- 7.21.4 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- 7.21.5 Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

7.22 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.

7.23 List of Annexures:

- 1. **Annexure-I:** Price Bid Format
- 2. **Annexure-II:** Non-Disclosure Agreement Format
- 3. **Annexure-III:** No-Deviation Format

Price Bid Format

S.No.	Location Name	Item Name	Quantity	Total Charges in INR (w/o GST)
1	BHEL Sadan, Noida	Supply & Laying of 50 μ , 6-core Multi mode OM3 metallic armoured Fiber cable	212 meter	
2		Splicing Charges	48 Nos.	
3		SITC of OFC termination box	4 Nos.	
			Total Charges, Excl. GST (Z)	

GST%(Extra):.....

Note:

- a) The charges shall be quoted in INR and shall be exclusive of GST.
- b) The evaluation will be done based on 'Z'.

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 **extension of Optical Fiber Cables (OFC), in BHEL SADAN, Noida**, 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 one (1) year 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 the contract period one year (01) 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

Signature: _____

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

1.

2.

2.

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. AA:CDT:OFC/2026-27 dated 23.04.2026. 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/Fax/Mobile:

Email:

Stamp & Seal: