

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

**MPLS links at CDT Noida, Township Noida and Corporate Office Asiad and Internet link at CDT
Noida from M/s PowerGrid Teleservices Limited**



BHARAT HEAVY ELECTRICALS LIMITED

भारत हेवी इलेक्ट्रिकल लिमिटेड
Corporate Digital Transformation
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन

Ref. No.: AA:CDT:MPLS/2024-25

Date: 25-09-2024

Dear Sir,

Sub: Enquiry for MPLS links at CDT Noida, Township Noida and Corporate Office Asiad and Internet link at CDT Noida from M/s PowerGrid Teleservices Limited (M/s PowerTel)

Single bid (one part) is invited through email (cdt-tender@bhel.in) for MPLS links at CDT Noida, Township Noida and Corporate Office Asiad and Internet link at CDT Noida from M/s PowerGrid Teleservices Limited 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., **26.09.2024 at 1500 hrs.**

Bids shall be addressed to:

Engineer (CDT) / SDGM(CDT)
Ph: 0120-2416493/6499
Bharat Heavy Electricals Limited,
BHEL CDT HRDI Building
Noida - 201301

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

Pradeep
25.09.2024
Engineer (CDT)

प्रदीप कुमार / PRADEEP KUMAR
अभियंता / Engineer
सी.डी.टी. / CDT
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited
प्लॉट नं. 25 सेक्टर-16ए, नोएडा-201301
Plot No. 25, Sector-16A, Noida-201301

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1. Key Activities and Dates of Tender:

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	25-09-2024
2	Last date of receiving queries from bidder	26-09-2024
3	Last date and time for submission of bid	26-09-2024: 1500hrs, at CDT, Noida
4	Bid opening (tentative date)	26-09-2024: 1530hrs, at CDT, Noida*

Bid open time shall be "as and when received the bid"

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 & Scope of Work:

BHEL intends to take MPLS & Internet links at Corporate Office locations from M/s Powergrid Teleservices Limited (Powertel) for one year. The Vendor shall provide MPLS links at Corporate Office locations (CDT Noida, Township Noida and Corporate Office Asiad) and Internet link (at CDT Noida). Details of links are as follows:

S.No	Name of location	Link Type	Bandwidth
1	PSNR & HRDI Noida	MPLS	512 Mbps
2	Corporate Office Asiad - Data	MPLS	150 Mbps
3	Township, Noida	MPLS	16 Mbps

4	CDT Noida	Internet Leased line	600 Mbps
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4. **Penalty for Late Delivery:**

The date of delivery shall be 01-10-2024. If, the Service Provider/bidder fails to deliver the link within the delivery period, penalty for late delivery will be levied on the Service Provider as per Penalty for Late Delivery Clause.

For any delay in delivery of the links (MPLS & Internet), 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. This penalty will be deducted from the first payment. In case the penalty amount to be deducted is more than the first payment charges (initial quarterly charge), the same will be adjusted from the subsequent payments. 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.

5. **TERMS OF PAYMENT:**

- a) BHEL will not make any advance payment.
- b) Payment will be made on quarterly basis in arrears based on fulfilment of SLA parameters after adjustment of penalty (if any) due to non-compliance of SLA or due to late delivery of link.
- c) Payment will be made in Indian Rupees Only.
- d) Payments will be made within 90 days of submission of invoices accompanied by relevant documents & SLA reports.
- e) For any SLA non-conformance, deductions will be done from quarterly payments.

6. **Service Level Agreement (SLA):**

The MPLS/Internet network will be used extensively for data exchange between various BHEL Units, Regions and Project sites. The Service Provider shall provide support on 24x7x365 basis for all the CPE and links. The Service Provider shall ensure that the following SLA parameters are met:

A) Network Availability and Performance:

Service provider shall monitor the state of all the links and network equipment on a 24x7 basis to ensure that the entire BHEL WAN is up and running. The minimum performance

acceptable to BHEL is given in the following table.

S.No.	Service Level Parameter Minimum BHEL Requirement	Service Level Parameter Minimum BHEL Requirement
1.	Uptime of MPLS Links	99.5 %
2	Uptime of Internet	99.0 %

The "Uptime" includes both link uptime as well as the end equipment (CPE) uptime. The downtime/outage is the period of unavailable time which begins when one of the following situations arises:

B) The link is down at the physical layer itself:

The downtime will start from the moment event is recorded by the NOC or after BHEL logs a complaint at vendor's Helpdesk, whichever is earlier. Complaints can be closed after getting concurrence from the respective locations.

C) The CPE (Including switch, router, modem, MUX/DLC etc.) hardware level failure:

The Service provider's NOC should automatically get the alert. The downtime will start from the moment alert was recorded by the NOC or after BHEL logs a complaint at vendor's Helpdesk, whichever is earlier. Time will be recorded from that point onwards till the point complaint is resolved. This duration will be treated as outage.

D) Degradation in service due to high latency or packet loss:

If latency of a particular link is more than or equal to 100ms continuously for more than two hours, then the link will be considered as down. The link will be considered up only when the link gives a latency of less than 100 ms continuously for more than 60 minutes. Latency will be measured by ping response from the site CPE to the Data Centre (Primary HUB) CPE.

However, if the higher latency is due to congestion (over-utilization, i.e., more than 75% utilization of last mile), then the link will not be considered down and no penalties will be levied. The Service Provider shall substantiate the over-utilization of the last mile with relevant reports.

If the packet loss of a link is more than or equal to 1% continuously for more than an hour, the link will be considered down for the amount of time for which packet loss is more than 1%. The link will be considered up only when the link gives a packet drop of less than 1% continuously for more than 60 minutes.

E) Availability of Resource (Engineers posted at HUB locations):

One engineer shall be posted at Noida line with sub-clause On-site monitoring under clause Functional Requirements. (Ref. LOA no. BHEL/NR/SCT/MPLS-RC/1138 (1138) dt 26/04/2019)

In case any engineer is unavailable / absent continuously for 2 days, deduction will be made from 3rd day onwards for each day the engineer was absent from duties. The deduction will

be made from the quarterly bill of that particular HUB location as per **Penalty for SLA Non-Conformance** clause.

F) Computation of Availability:

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 \times (1 - \text{Total outage in minutes} / \text{Maximum available time in minutes})$$

$$\text{Maximum Available Time} = \text{No. of days in Quarter} \times 24 \times 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage} + \text{Downtime Due to Force Majeure})$$

Note: Scheduled Maintenance Time should not be more than one hour per month per link and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.

G. Penalty for SLA Non-Conformance:

Network Availability (SLA Compliance) will be calculated at the end of each quarter and penalties for non-compliance will be deducted from the quarterly rental charges. The penalty will be calculated per link basis as per the following formula:

$$\text{Penalty} = F \times (R \times D) + E$$

Where F = Multiplication Factor as per table given below.

R = Rental Charges Per Minute for respective links

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

D = Downtime in Minutes.

E = Penalty due to non-availability / absence of Engineer (@₹500/- per day)

For MPLS:

Multiplication Factor Table:

S.No.	Uptime %	Multiplication Factor(F)
	≥ 99.5	0.00
	<99.00 & >96	1.00
	<96.00	2.0

For Internet:

S.No.	Uptime %	Multiplication Factor(F)
	≥ 99.5	0.00

	<99.50 & >97	1.00
	<97.00	2.0

Note: If the availability of **25%** of the network (links), is below **75%** continuously over a period of 6 months, BHEL reserves the right to terminate the contract in full without any cost implication to BHEL notwithstanding with others terms & conditions of the contract.

a) Total penalty for a link for a quarter due to SLA non-conformance shall be limited to quarterly rental of that particular link.

b) The factor 'E' shall be applicable for calculation of penalty for HUB locations. For all other links, the factor 'E' shall have 0 (zero) value.

7. LOCATION & CONSIGNEE ADDRESS

Name: Mr. Amit Kumar

Designation: Manager (CDT)

Contact details: 01202416497

Email: amit.kumar@bhel.in

8. 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.

9. Taxes & Duties:

- Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- 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 CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- Digital tax invoice shall be preferred or e-invoice, if applicable.
- To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be

to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.

- f) GSTIN of BHEL will be provided to the vendor along with the work order.
- g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- h) While making the payment, statutory deductions as applicable, shall be made by BHEL. 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.
- i) 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.
- j) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.
- k) Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service provider will not be eligible for claiming any change in price due to such Statutory variation.
- l) Statutory variation in the rate of GST, taking place between the Bid end date and the original /refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original/refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- m) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- n) The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:
 - i. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - ii. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
 - iii. Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
 - iv. The service provider shall provide an undertaking that the provisions of antiprofitteering clause under GST Act have been complied with.
- o) Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading

the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc

- p) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

9.1 Variation in Taxes & Duties:

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.

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 contractor only and within the contractual delivery period only.

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.

10. Instruction and guidelines to Bidder:

10.1 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.

10.2 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) 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.

10.3 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.

10.4 Bid Opening: Bid received over email shall be opened on due date or as when received.

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

10.6 Validity of Offer:

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

10.7 Deviations:

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

Technical & Commercial - No deviation is acceptable.

10.8 Language of Bid:

10.8.1 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.

10.8.2 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.

10.8.3 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.

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

10.9 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 26.09.2024, 1200Hrs

10.10 Rejection of Bid and Other Conditions:

10.10.1 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.

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

10.10.3 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.

10.10.4 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.

10.10.5 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.

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

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

10.11 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).

10.12 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.

10.13 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.

10.14 Non-Disclosure Agreement:

10.14.1 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.

10.14.2 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).

10.15 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.

10.16 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.

10.17 Limitation of Liability:

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

10.18 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.

10.19 Termination of The Contract & Its Consequences

10.19.1 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.

10.19.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

10.19.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

10.19.4 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

10.19.5 Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

10.20 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.

10.21 Other terms & conditions:

All other term & conditions of this specification not mentioned above shall be governed by the pertinent provisions of General terms and Conditions as per (LOA no. BHEL/NR/SCT/MPLS-RC/1138 (1138) dtd 26/04/20219) and BHEL/NR/SCT/INTERNET LINKS/1144(1142)_ dtd. 09-05-2019

10.22 List of Annexures:

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Price Bid Format

S.No	Name of location	Link Type	Bandwidth	Quarterly charges (excluding GST)	Charges for 1 year (excluding GST)
1	PSNR & HRDI Noida	MPLS	512 Mbps		
2	Corporate Office Asiad - Data	MPLS	150 Mbps		
3	Township, Noida	MPLS	16 Mbps		
4	CDT Noida	Internet Leased line	600 Mbps		
Total					

Total Quarterly charges for all links (Excluding GST)	
GST (in %)	
Total Quarterly charges for all links (Including GST)	
Total charges for 1 year (including GST)	

Note:

1. The charges shall be quoted in INR.
2. The bidder should consider the BOM, as per attached LoA, while quoting prices.
3. Extension of links will be done for 1 year after the expiry of their respective validity with a minimum commitment of 1 quarter. After the expiry of the commitment period, BHEL will have the right to surrender the link with a prior notice period of one month. After the expiry of the notice period, no charges, whatsoever, shall be payable by BHEL.
4. All other terms and conditions shall be as per attached LoA.

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 MPLS & Internet Links at PSNR & HRDI, Noida & Corporate Office, Sirifort, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9. This Agreement shall remain in effect for the contract period 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: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.