



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

Tender Ref: BHEL/EDN/ITS/ILL/FIBER/Additional/2021
NOTICE INVITING TENDER

- | | | |
|---|--|--|
| 1 | Tender Reference & Date | : BHEL/EDN/ITS/ILL/FIBER/Additional/2021
Date 08/04/2021 |
| 2 | Name of the work | : Implementation of 50Mbps Internet Lease Line On Fiber |
| 3 | Duration of contract | : One Year. |
| 4 | Earnest money deposit | : Nil |
| 5 | Last date and time for the receipt of completed tender | : before 13.00 Hours on 19/04/2021 |
| 6 | Date and time for tender opening | : Around 13:15 Hours on 19/04/2021 |
| 7 | Place of submission of Completed tender | : To be dropped in the IT&S (Box No. 2)
Tender Box kept in the Reception Area at BHEL,
Electronics Division, Mysore Road, Bangalore – 560 026. |

This tender document contains Instructions to bidder, Scope of work, Price Bid etc. as follows.

1. Scope of Work and Instructions & Guidelines to bidders – Annexure I
2. General Terms and Condition – Annexure II
3. Commercial Terms & Conditions - Annexure III
4. Security Deposit - Annexure IV
5. Commercial terms compliance statement – Annexure V
6. Price Bid Format – Annexure VI
7. Non-Disclosure Agreement - Annexure VII
8. Reverse Auction Format - Annexure VIII
9. EFT format - Annexure IX

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

Prepared by

Sd/-
(BK Dharmaraju)
Sr DGM – DTG

Checked and Approved by

Sd/-
(P Parthasarathy)
AGM (MS)



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ANNEXURE – I

1. SCOPE OF WORK:

- a. Currently, the company(ies) who is/are already providing ILL service at BHEL-Electronics Division, Mysore Road, Bangalore need not required to participate in this tender, as this tender is for establishing redundant (backup) internet connection. Even such company(ies) participate in this tender, we will NOT consider them for evaluation.
- b. We request BSNL NOT to participate in this tender as we have already established Internet connection using BSNL ILL. This tender is for establishing redundant internet line for the existing BSNL ILL. Even if BSNL participates in this tender, it will not be considered for evaluation.
- c. End to End Implementation (Dedicated 1:1 Full Duplex) of Redundant (at level of ISP) Internet Lease Lines of 50 Mbps on Fiber for a period of One year at new data center HR & IT building, BHEL-Electronics Division, Mysore Road, Bangalore. - 560026
- d. 20 Static Public IPv4's Pool on Fiber.
- e. Delivery and Implementation has to be completed within 6 weeks for FIBER from the Work Order date. Delivery and Implementation means we shall be able to connect to Internet on your fiber.
- f. IPv6 addresses needs to be provided equivalent of IPv4 address to cater BHEL requirement.
- g. Fiber Optic Link with 99.5 % Uptime on SLA.
- h. 100 % Assurance on the committed bandwidth on SLA
- i. 24/7 Telephonic Support & 18/7 on field Support.

INSTRUCTIONS & GUIDELINES TO BIDDERS:

1.1. DEFINITIONS:

BIDDER: Bidder means the entity offering for this tender.

- a) **VENDOR:** The successful bidder who will be providing the lease line service and maintaining the same though out the contract period.
- b) **OES:** OES means Original Equipment Service provider whose Service is being offered by the bidder for this tender.



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1.2. BIDDER TO INFORM HIMSELF FULLY:

- a) The bids for this tender are solicited only from Original Equipment Service Provider or Authorized dealer who is offering the said services. Bidder should be single entity and not a consortium. Financing agencies are not eligible for bidding.
- b) The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- c) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

1.3. EXPECTATIONS FROM BIDDER

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution. In case any extra item(s) is/are required for complete functioning of the equipment, the same must be quoted.

2.4. GOODS AND SERVICES TAX (GST):

1. BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL-EDN GSTIN No.
2. The Tenderers shall furnish the GSTIN Registration Number in their offer (GSTIN copy of the same to be enclosed).
3. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
4. If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill.
5. Taxes quoted in price Bid, Tick as applicable with %

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
7. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
8. 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, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the



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Bidder.

10. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
11. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
12. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
13. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/liveable on BHEL.
14. Any offer not complying with the above clauses is liable to be rejected.

2.5. SITE SURVEY

It may be noted that the detailed scope of work is provided as part of the document. However, locations of equipment, measurements are not provided for installation related activities. Hence bidders are invited to conduct site survey of location at BHEL- EDN prior to submission of bids to assess the actual site condition and feasibility of Fiber requirement and arrive at actual requirement like excavation, road cutting, installation, cabling, cable length required etc. Bidder has to arrange all required hardwares/software, labourers etc at their own cost. Bidders are required to quote based on the survey for civil and installation activities.

The Successful Bidder shall at his own cost, Supply, Install, Integrate, Carryout Tests and Commissioning of System/equipment at the Site of BHEL Electronics Division's Datacenter as per technical specifications & requirements of this tender.



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ANNEXURE – II

1. GENERAL TERMS AND CONDITIONS 1.1.

SUBMISSION & OPENING OF BIDS

The offer shall be submitted in **two** parts as follows in separate sealed envelopes.

1.2. PART-I: EMD & TECHNO-COMMERCIAL BID

- a) Commercial terms compliance statement as per enclosed format only.
- b) Unpriced copy of price bid as per enclosed format only.

1.3 BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed bidders will be opened. **The technical & commercial bid should not include prices.**

1.4. PART-II: PRICE BID

- a) Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes.
- b) **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).

1.5. **MARKING ON ENVELOPE:** Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.

**PART – I: 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION
2. DUE DATE OF OPENING “TECHNO-COMMERCIAL BID”**

**PART – II: 1. TENDER ENQUIRY REF NUMBER AND ITEM DESCRIPTION
2. DUE DATE OF OPENING “PRICE BID”**

1.6. Tenders should be addressed to the Sr DGM (DTG), **Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026**. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

1.7. Those bidders who prefer to submit their bids by post should be sent by **“Registered Post with Acknowledgement Due”**. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date and time of opening of tenders will be rejected.

1.8. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.



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2. GENERAL INSTRUCTIONS AND GUIDELINES

- 2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.
- 2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.
- 2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
- 2.4. In case, bidder finds discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 2.5. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.
- 2.6. If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn.
- 2.7. Tenders are liable for rejection, If tender is:
 - a) conditional and unsigned
 - b) containing absurd rates and amounts
 - c) incomplete or otherwise considered defective
 - d) not in accordance with the tender conditions.
 - e) not submitted in the prescribed forms.
 - f) received after due date and time (late offer).
- 2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.
- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).



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2.11. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

3. RATES

- 3.1. Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, insurance during the entire lease period and on-site comprehensive maintenance including spares and deployment of service engineers during the entire lease period and shall remain FIRM without any variation till completion of the lease contract
- 3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.
- 3.3. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model.
- 3.4. In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

4. TENDER EVALUATION

BHEL will evaluate the bids as follows;

Stage-I: Evaluation of Technical and Commercial Bid

Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **Eligibility Criteria (Annexure II) for Bidders** will be considered for further evaluation.

BHEL's Technical Committee will evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, BHEL may ask for information / resources to validate the bid. These may include technical documents / supporting papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

Commercial conditions sought in the tender also will be evaluated by the BHEL's committee.

BHEL reserves the right to accept or reject any deviation.



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Bids meeting BHEL's technical and commercial requirements only will be considered for Stage-II price evaluation.

Stage –II: Evaluation of the Price Bid

- a) 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 the interpretation will be done as detailed below:
- i) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
 - iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- b) Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- c) The evaluation will be on the basis of total Charges for all the items including all applicable Taxes and Duties but after deducting all input credits available to BHEL so as to assign tender priority based on cost to BHEL.
- d) The bid having the least “cost for BHEL” will be considered for order placement.
- e) All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
- f) Prices of optional items, if any, shall not be considered for Price evaluation and ordering.
- g) BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re. 1/- (Rupee One only) per equipment. If BHEL does not retain the equipment, the vendor shall dismantle all the equipment and move it away from BHEL's premises at vendor's cost.
- h) BHEL reserves the right to negotiate with L1 vendor.
- i) BHEL reserves the right to go for Reverse Auction (RA) as per our prevailing terms and conditions of BHEL.



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1.3 BHEL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. Offers with following conditions, but not limited to, are liable for rejection.

- a) Demanding advance payment
- b) Demanding exemption of EMD
- c) With offer validity less than what is asked by BHEL
- d) Non-Acceptance for participating in Reverse Auction

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, BHEL will reject a proposal for award if it determines that the vendor 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 benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.



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ANNEXURE – III

1. COMMERCIAL TERMS & CONDITIONS

1.1. ORDER ACKNOWLEDGMENT

Letter of acceptance of the Order / Contract is to be submitted within one week.

1.2. VALIDITY OF OFFER:

The offer should be valid for 3 months from the date of opening of technical bid.

1.3. DELIVERY & INSTALLATION

- a) The vendor shall be responsible for timely delivery, installation and commissioning of complete solution given in the scope of service at BHEL's premises.
- b) Delivery period shall start from the date of placement of firm order.
- c) Delivery & Installation of **FIBER: 6 weeks from the date of order/ LOI.**

1.4. PENALTY FOR LATE DELIVERY& INSTALLATION

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week (7 days) subject to maximum of 5% of the total PO value. Any fraction of the week will be rounded off to full week.

1.5. PAYMENT TERM

The payment will be made quarterly in arrears on submission of invoice(s) in duplicate.

An installation certificate will be issued by BHEL after successful implementation of the services. **The contract will commence from the date of successful installation.** Payment will be released after submission of verified invoices and on certification by BHEL.

Payment will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format. The EFT or Pay link Direct Credit Form is enclosed. Bidder needs to fill the details as per the EFT or Pay link Direct Credit Form and attach a copy of Cancelled Cheque with it.

1.6. DEDUCTION FOR DOWNTIME

Any complaint/incident has to be resolved within 24 hours from the time of registration of complaint/incident.

Formula: Let Quarterly Charges amount of is Rs. A, **Then** the deduction will be:
Rs. (A / (90 X 24)) *(No of downtime hours beyond 24 hours)

Any fraction of the hour is rounded off to one hour. Deduction will be made from the payment to the vendor.



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1.7. CONFIDENTIALITY

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Equipment, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted by the Vendor as per the **Annexure- V**.

1.8. 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/Lessee 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.

1.9 RISK PURCHASE

BHEL reserves the right to purchase 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 Purchase 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.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

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.

1.10 LIMITATION OF LIABILITY

- a) The Contractor's liability under any one Purchase Order will be limited to the value of that Purchase Order only.

Such limitation of liability shall not apply in cases of

- i. Gross negligence. Or,
- ii. Fraud. Or,
- iii. In the case of a third party claim in respect of infringement of intellectual property rights of the such third party by the Supplied System/Equipment or warranty/support.



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1.11 Contractor shall not claim and the Purchaser shall not be liable towards a claim made by the Contractor towards any special, indirect, incidental, exemplary, punitive, speculative or consequential loss of any type, no matter how characterized, including but not limited to; loss of use, loss of revenue, loss of production or product, loss of profits or anticipated profits (if any), loss of or interruption to business, facilities, loss of use of property or wasted overheads or increased cost of working, in each case whether direct or Indirect, relating to, in connection with or arising out of the performance or non-performance of the Purchase Order, howsoever the same may arise, whether under contract, tort (including negligence), strict liability or otherwise at law, and whether or not foreseeable at the execution date of the Purchase Order

1.12 ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of or in connection with the formation, breach, termination, validity or execution of the Contract or the Purchase Order; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract or the Purchase Order; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator to be appointed by the Head of the Unit (Electronics Division, Bangalore).

1.12.1 The seat of such arbitration will be the city from where the Contract is issued.

1.12.2 It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract/Purchase Order.

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

1.12.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

1.12.5 The cost of arbitration shall be borne equally by the Parties.

1.12.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract/Purchase Order with due diligence and expedition in a professional manner.



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1.13. SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee which will not be unreasonably withheld

1.14. LIMITATION OF LIABILITY

The Vendor's liability will be limited to the scope of this contract only.

1.15. ORDER CANCELLATION:

BHEL reserves the right to foreclose or cancel the order at any point of time without giving reasons / advance notice.

1.16. SECURITY DEPOSIT:

Successful vendor shall make Security Deposit as per Annexure IV.



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ANNEXURE - IV

Security Deposit (SD)

The total amount of **Security Deposit will be 5% of the Contract value**. The successful bidder has to submit SD before the commencement of the work. However, Central/State PSUs/Govt Departments are exempted in depositing SD.

Modes of deposit:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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)
- 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)

The SD will not carry any interest. SD will be refunded after the completion of contract period.



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ANNEXURE - V

1.13. Pre-Qualification Requirement (PQR)

S No	Description	Agreed / Yes / No	Remarks if any
1	Service Provider must have Base Transmission Station nearby BHEL-Electronics Division, Mysore Road, Bangalore - 560026, which is readily available to cater to our requirement.		
2	Is your company listed in “List of ISP Licensees authorized to provide Internet Services as on date under CLASS ‘A’ Karnataka state category published by Department of Telecommunications, GOI. (Proof to be submitted by the bidder)		
3	Your company needs to have an office in Bangalore (Proof to be given)		
4	The bidder shall have an experience in successfully establishing atleast one Internet connection on Fiber to any PSUs/Government Departments/Other major Public/Private sectors during the last 3 years. Provide atleast one documentary evidence.		
5	Do you have valid Right-of-Work/ Permissions/ Authorizations from government authorities, if any.		
6	Do you agree that your offer is valid for 3 months from the date of opening of technical bid.		
7	Do you agree to deliver and installation at BHEL as per clause, sub clauses of 1.3 of Annexure -III.		
8	Do you agree for the penalty by BHEL in case of late delivery as per clause 1.4 of Annexure –III.		
9	Do you agree for Payment terms as per clause 1.5 of Annexure- III.		
10	Do you agree for deduction in case of downtime as per clause, sub clauses of 1.6 of Annexure –III.		
11	Do you agree that the order/contract or any part thereof shall not be sub- contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee as per clause 1.10 of Annexure - III.		
12	Do you accept for Limitation of Liability term as per clause 1.11 of Annexure- III.		
12	Do you agree to maintain confidentiality as per Annexure –VII and accept to execute non-disclosure agreement as per the sample format, in case of award of order.		
13	Do you accept to deposit required Security Deposit (before the commencement of work) in case of award of this contract.		



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14	Do you agree for a Reverse Auction(RA), if BHEL prefers to go in for a RA?		
15	Please certify that as on date, BHEL (or any units of BHEL) NOT imposed suspension of business dealings (like hold, blacklisting, banning etc) on your company? Please submit a self-certification.		



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Tender Ref: BHEL/EDN/ITS/ILL/FIBER/Additional/2021

ANNEXURE – VI

PRICE BID FORMAT

ITEM	Annual Charges In INR	% of GST	Total GST in INR	Total Value	Value Rs.(in words)
	A	B	C	T = A+C	-
Internet Lease Line on FIBER(50Mbps)					
One Time Charges for Installation, if any					

Grand Total Amount in Rs. (Without GST) : -----

Grand Total Amount in words (Without GST): (-----)

Note : Unpriced price bid format shall also be submitted along with techno-commercial bid.



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ANNEXURE- VII

NON DISCLOSURE AGREEMENT

....., on behalf of(name of the Vendor),
.....(Address), (hereinafter vendor)
acknowledge that the information received or generated, directly or indirectly, while working with
Bharat Heavy Electricals Ltd (BHEL) on contract for AMC for Email, Proxy Servers and Linux
File Servers (Contract) is confidential and that the nature of the business of BHEL is such that the
following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
 - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
 - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
 - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
 - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
 - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.



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2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause
3. irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withhold any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.
4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
6. The Vendor further agrees to the BHEL that
 - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
 - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
 - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.



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9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.
11. It further agreed that Vendor on conclusion of contract, shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, or in any way obtained by Vendor during the course of contract. Vendor further agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
12. This obligation of confidence shall continue after the conclusion of the contract also.
13. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed byon behalf of aforesaid vendor with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Datedof2021

.....

Signature

Seal



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

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Annexure VIII

Reverse Auction : Business Rules, Terms & Conditions of Online Reverse Auction will be intimated to all the bidders, if BHEL decides to go for a RA.



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ANNEXURE - IX
Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:			
Company Name :			
Permanent Account Number(PAN):			
Address:			
City:	PINCODE	STATE	
Contact Person(s)			
Telephone No:			
Fax No:			
e-mail id:			
1 Bank Name:			
2 Bank Address:			
3 Bank Telephone No:			
4 Bank Account No:			
5 Account Type: Savings/Cash Credit			
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank			
7 Bank swift Code(applicable for EFT only)			
8 Bank IFSC code(applicable for RTGS)			
9 Bank IFSC code(applicable for NEFT)			

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and
we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,
Electronics Division, Mysore Road,
BANGALORE - 560 026