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பாரத் ஹெவ்வி இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Government of India Enterprise)
Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

Phone: 0431 – 257 5478, 1516; E-mail: mssvasan@bhel.in, mpchaudhary@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 9472100107 dt. 20.09.2021**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for **Establishing and Maintaining a Cyber Security Operations Center (Cyber SOC) for BHEL.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through e-procurement (<https://eprocurebhel.co.in>) portal only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Delivery Location	- Appliances/ Hardware for SIEM, SOAR, UEBA and WAF shall be delivered at BHEL, RC Puram, Hyderabad. - Display Units and PC-General shall be delivered at BHEL/ CDT, Sector-16A, Noida
3.	Location of Work for Security monitoring services	BHEL/ CDT, Sector-16A, Noida
4.	Period of contract	Three years from date of commencement of work.
5.	Last date/ time for receipt of tender	10.00 Hrs on dt. 30.09.2021
6.	Date/ time of opening of Techno-commercial bids	15.00 Hrs on dt. 30.09.2021 Change in opening date, if any, will be intimated later.
7.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.
8.	EMD amount	₹ 10,18,610/- (Ten lakh, Eighteen Thousand, Six Hundred Ten Rupees)
9.	Working Area Contact details	Mr. M Vijay / Sr. Manager / DTG/ BHEL Trichy m.vijay@bhel.in / 0431-2577243 Ms. Shivali Arya / Manager / CDT/BHEL, Noida shivali@bhel.in / 0120-2416496 Vendors may visit the work area prior to submission of offer to understand the details of scope of work.

Signature of Authorized Signatory
with seal & full address

This two-part e-tender consists of the following:

Part – I (A): Pre-qualification Bid

1. Earnest Money Deposit (EMD)

Part – I (B): Techno-Commercial Bid

1. Qualifying criteria for the contract
2. Scope of work and technical terms & conditions
3. General terms & conditions of the contract
4. Annexures (I, II, III, IV)
5. Integrity Pact (Annexure-V)
6. Make and Model Offered (Annexure-VI)
7. Non-Disclosure Agreement Format (Annexure-VII)

Part – II: Price Bid

Special Instructions to the bidders:

- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of

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this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process **or** misusing the technical information of the tender document **or** withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- The evaluation currency for this tender shall be INR.

Thanking you,

For **Bharat Heavy Electricals Limited**

M. Sudala Srinivasan

Dy. Manager / Works Contracts Management

Third floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu

Phone: 0431-2575478

Email: mssvasan@bhel.in

PART – I (A)**PRE-QUALIFICATION / EMD****1 EARNEST MONEY DEPOSIT (EMD)****1.1 EMD AMOUNT: Refer page 1 of this tender document**

- 1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.
- 1.1.2 EMD shall not carry any interest.
- 1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.

1.2 EMD WAIVER DOCUMENTS

- 1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate or UAM along with CA Certificate (as per Annexure-II of this tender document) issued for latest financial year ending on 31st March 2020 or later. (or)
- 1.2.2 EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening. (or)
- 1.2.3 EM-II along with latest CA certificate (as per Annexure-II of this tender document) issued for latest financial year ending on 31st March 2020 or later where deemed validity of five years is expired. (or)
- 1.2.4 Valid NSIC registration certificate as on date of technical bid opening. (or)
- 1.2.5 Valid Registration to any other body as specified by ministry of MSME, GOI.

1.3 MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

- 1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – I) for vendors' reference.
- 1.3.2 Demand draft, in favour of BHEL, Trichy-14 payable at Trichy (along with offer).
- 1.3.3 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 1.3.4 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank, provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/- and rest ₹2,00,000/- to be submitted through other modes mentioned above.

1.4 FORFEITURE OF EMD:

EMD by the tenderer will be forfeited as per tender documents if:

- 1.4.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 1.4.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
- 1.4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

PART – I (B)
TECHNO-COMMERCIAL BID
2 QUALIFYING CRITERIA FOR THE CONTRACT

SNo	CATEGORY	DETAILS
2.1	<u>STATUS OF THE COMPANY</u> - Proprietorship: PAN card on owner name - For partnership firms: PAN card <u>and</u> PARTNERSHIP DEED - For others: PAN card in the name of company / firm / business <u>and</u> CERTIFICATE OF INCORPORATION / MOA <u>and</u> AOA. - MSE Vendor – Proof as per tender condition	Copy to be uploaded in e-procurement portal
2.2	The bidder should be registered under Indian Companies Act, 1956 / 2013.	Copy to be uploaded in e-procurement portal
2.3	The bidder shall be OEM / OEM's Subsidiary / OEM's authorized partner or system integrator. Documentary evidence for OEM / OEM's Subsidiary / OEM's authorized partner or system integrator. (Authorization letter from OEM, in case bidder is not OEM)	Copy to be uploaded in E-procurement portal
2.4	The Bidder should have a valid ISO-27001 certificate.	Copy to be uploaded in E-procurement portal
2.5	The bidder should have executed similar work for anyone of the following in the last 7 years from the latest date of Bid submission. Executed means the bidder should have achieved the criteria specified even if the contract has not been completed or closed. (Similar work includes supply / commission / maintenance of Security solutions like End-Point Security / Cyber SOC / SIEM etc.) Documentary evidence for Order (PO/ WO/ LOI etc.) and execution by Central/ State Govt./ PSU company/ Private Organization for any of the following: Three similar work costing more than INR 204 lakhs each OR Two similar work costing more than INR 255 lakhs each OR One similar work costing more than INR 407 lakhs • Above experience other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment.	Copy to be uploaded in E-procurement portal
2.6	The OEM should have appliance based SIEM (Security Information and Event Management)	Proof to be uploaded in E-procurement portal
2.7	The OEM product must have been supplied for at least 3500 EPS in a single LOI / PO / WO.	Proof to be uploaded in E-procurement portal
2.8	Bidder shall not be under Bankruptcy proceedings (IBC) by NCLT or under liquidation / BIFR, which will render it ineligible for participation in this tender and shall submit undertaking to this effect.	Declaration in Vendor Letter Head to be uploaded in E-procurement portal
2.9	<u>Tender document</u> (all pages) & <u>Technical Bidding Form</u> to be Signed & seal by bidder's Authorized signatory	Copy to be uploaded in E-procurement portal

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2.10	Duly filled Technical Specification Compliance form to be Signed & seal by bidder's Authorized signatory	Copy to be uploaded in E-procurement portal
2.11	No deviation certificate on bidder's Letter head	Duly signed and stamped to be uploaded
2.12	Local Content Self Declaration on bidder's Letter head	Duly signed and stamped to be uploaded
2.13	Integrity Pact is applicable for this Tender. It is mandatory to accept the Integrity pact & submit the signed document attached along with this tender.	Duly signed and stamped to be uploaded
2.14	Non-Disclosure Agreement must be signed by the bidder.	Duly signed and stamped to be uploaded

Note:

- I. For evaluation of the PQR, the credentials of the bidder alone (not the group company) shall be considered.
- II. Bids in consortium with financial institutions/tripartite shall not be allowed.
- III. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- IV. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- V. Digitally / Physically signed copy of all the above documents to be uploaded in E-procurement portal.

3 Scope, Technical Criteria, SLA
3.1 Scope of Work:

- A. Successful bidder shall work in co-ordination with BHEL team and OEMs for completion of project
- B. Successful bidder shall provide the purpose-built appliance for SIEM. The other components of the solution should be provided as appliance/ software or both.
- C. All software to be provided as part of the solution should be licensed to "Bharat Heavy Electricals Limited".
- D. Successful bidder shall take back to back support from OEM for the entire contract period.
- E. Successful bidder shall provide the escalation mechanism for the support for the entire contract period.
- F. Successful bidder shall provide OEM Technical Account Manager for this solution and he must be available 24 x 7 through phone, email or by being visiting site physically depending upon the severity of the problem.
- G. Successful bidder shall provide the cyber SOC logs, if required, to BHEL at the end of the contract period.

H. Supply and Installation (M1-a)

- a) Supply, Install, Configure and Integrate with existing IT setup of all BHEL locations.
- b) Appliances/ Hardware for SIEM, SOAR, UEBA and WAF shall be delivered at BHEL, RC Puram Hyderabad.
- c) Display Units and PC-General shall be delivered at BHEL/CDT, Noida.
- d) The solution should have BCP / DR. The storage should be RAID configured to protect against disk failure. The RPO shall be zero and RTO shall be 60 minutes.
- e) Carry out installation of systems, fixing, termination and inter-cabling, etc. Arrange and provide requisite item, component, cables, tools and software etc. for carrying out the installation and commissioning job. Proper documentation, labeling and tagging shall be one for all the equipment used in the entire solution for easy management and maintenance.
- f) The successful bidder shall carry out the migration of the logs of the existing cyber SOC to the new solution being implemented, without any loss of data.

I. Commissioning (M1-b)

- a) The solution should have High Availability (HA) Configuration of necessary SOC components to ensure that there is no Single point of failure including Management console, receivers etc. Bidder shall provide the architecture for the same.

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- b) Commissioning of Cyber SOC i.e. SIEM, SOAR, UEBA, WAF and other BoM items (As per "Technical specification")
- c) Configure / Create custom parsers for various devices logs to be read.
- J. Performance Acceptance Test (PAT) – Post Commissioning (M2-a)**
- a) To ascertain whether the commissioned solution meets the standard of performance and complete functionality acceptable by the owner. The PAT shall be conducted for 7 days.
- b) To demonstrate that the system performs all the functions of hardware and software (as indicated in the Technical Specifications) correctly and reliably.
- c) If the commissioned Cyber SOC is not able to meet PAT, the successful bidder shall rectify or fine tune parameters for obtaining the required functionality.
- d) Once the successful bidder offers the system for testing again, the systems shall be tested again as per PAT.
- e) If after the 2nd testing, the commissioned Cyber SOC is not able to meet PAT, the supplied system is liable to be rejected.
- K. Commissioning Certificate by the Owner (M2-b)**
- a) On successful PAT, the successful bidder shall submit a complete project report having the following:
1. Configuration details of Cyber SOC i.e. SIEM, SOAR, UEBA, WAF and other Bill of Material items.
 2. Network diagrams / cabling scheme.
 3. Manuals and software.
 4. Security scheme for entire solution.
 5. Details of Backup policy and configuration.
- b) On submission of the complete project report as above, BHEL will issue a Commissioning Certificate mentioning the commission date.
- L. Training (M3-a)**
- a) All the trainings should be conducted online or at BHEL premises. The boarding and lodging of trainer faculty will be the responsibility of the successful bidder.
- b) The training course shall be approved by the owner.
- c) The faculty for all the trainings shall be OEM certified.
- d) Training of all the products, features and their administration for 1 batch each for SIEM, SOAR, UEBA and WAF. Each training should be of 3 days.
- M. Event Log Collection & Management (M4-a)**
- a) The Solution must collect logs from minimum 20 locations. Successful Bidder may supply their appliances/servers for same. The Log Collectors must be configured in HA.
- b) The Solution should be configured to have a Log collection and archive architecture that supports both short-term (online) and long-term (offline) event storage.
- c) Log Aggregation should be implemented to consolidate multiple identical raw events into one processed event. Also Logs should be filtered so that no unwanted log travel upwards.
- d) Log Collectors should compress logs before forwarding and in case of network failure must retain logs for at least 2 days.
- e) The Solution should capture all the fields of the information in the raw logs.
- f) The Solution should be configured to handle minimum 10000 sustained EPS or minimum 200GB/ Day Log Volume at Log management layer.
- g) Log Management layer should be configured to retain both Raw and Normalized logs.
- h) Logs should be retained and maintained either onboard or on a separate NAS/SAN/DAS during the contract period.
- i) All the Logs (raw as well as normalized) stored must be tamperproof.
- j) Event Dropping or Caching by SIEM should not happen in normal circumstances and same should be reported and corrected immediately.
- N. SOAR – Automation of actions (M4-b)**
- a) The solution should provide min. 2 no. of named user.

- b) The solution should collect and aggregate logs to generate events and take automated actions to respond to these events.
- c) The solution must provide out- of-box playbooks based on SANS and NIST that provide incident response.
- d) The solution must support the ability to take action related to an incident.
- O. UEBA – Analysis of high risk entities / users (M4-c)**
 - a) Solution should have user behaviour analytics for minimum 20000 users and UEBA to monitor at least 1000 Entities/ Users.
 - b) Solution should use machine learning algorithms, and user behaviour to know when there is a deviation from established patterns which could result in a potential threat.
 - c) The solution should provide the capability to rapidly respond to insider threats by automatically measuring and ordering the risk associated with suspicious users/ entities.
- P. WAF – Web application protection (M4-d)**
 - a) Solution should support integration with SIEM and other Monitoring and Reporting solution.
 - b) Solution should protect web applications by filtering, monitoring, and blocking any malicious HTTP/S traffic traveling to the web application, and prevents any unauthorized data from leaving the application.
 - c) The solution must address and mitigate the OWASP Top 10 web application security vulnerabilities but not limited to this.
- Q. Threat Intelligence & Incident Management (M3-e)**
 - a) The solution should be linked with a Threat Intelligence Database to detect early Threats.
 - b) The successful bidder should monitor security logs through the proposed SIEM to detect malicious or abnormal events and raise the alerts for any suspicious events that may lead to security breach.
 - c) Successful Bidder should maintain a knowledge base of alerts, incidents and mitigation steps and this knowledge base should be updated with evolving security events within and outside BHEL.
 - d) Successful Bidder should provide coordinated rapid response to any security incident to contain the attack & coordinate restoration of services.
 - e) Successful Bidder operation team at BHEL should send alerts with details of mitigation steps to designated personnel.
 - f) Successful Bidder has to carry out root cause analysis (RCA) for security incidents, mitigation steps and coordinate implementation of controls to prevent recurrence.
 - g) Evidence for any security incident should be maintained in tamper proof manner and should be made available for legal and regulatory purposes, as required.
 - h) Successful Bidder shall provide MIS reports to BHEL on daily, weekly and monthly basis. Reporting requirements will be finalized with the successful Bidder. Bidder should also provide reports on demand whenever required by the Owner.
- R. SOC Monitoring and Support (M3-f)**
 - a) The Solution should be configured for minimum 3500 EPS at Correlation layer.
 - b) The Events correlation should be real-time.
 - c) The solution must provide intuitive mechanisms for troubleshooting such as proactive notifications etc.
 - d) The Successful Bidder should perform (at least twice a year) health check-up and fine tuning of Solution, if required, and submit the Report.
 - e) The Successful Bidder should provide updates/upgrades for all the appliances/hardware/software for entire contract period.
 - f) The solution should send notification messages and alerts through email, SMS etc.
 - g) The Solution should provide reports like Failed logins in firewall, High bandwidth users etc.
 - h) The solution should be able to correlate Identity and Session information to assist in responding to incidents that are user centric.
 - i) The Solution should be able to discover similar patterns of access, communication etc. over a period of time.
 - j) The Solution should correlate Events generated from multiple sources at different locations.
 - k) Workforce requirement for Security monitoring services: The successful bidder shall provide the following resource for security monitoring services:

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- a. One SOC Analyst (L1) in general shift.: 1 shift as per working hours / days of BHEL in NCR offices;
Qualification: B.E./ B.Tech. / MCA.; Experience of min. 5 years in IT Security / Firewall / IPS;
Certifications: SIEM, VA Tools, PT Certified / Trained.
- l) The resources shall be approved by the Owner. The resources provided by the successful bidder shall be on the regular rolls of the bidder. The proof of employment of the resources shall be submitted to BHEL for verifying the same.
- m) In case of resource on leave, adequate replacement shall be provided so that the services are available as per schedule. In case of exigencies, the SOC Analyst should be available on Saturdays, Sundays and Holidays as well.

3.2. Special Terms and Conditions:

A. Liquidated Damages / Penalty for Late Delivery & Commissioning:

For the delay in delivery, commissioning or / and training, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total contract value for entire rental period. This penalty will be deducted from the first quarter rental charges, in case penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter. In case penalty becomes recoverable, the applicable GST shall also be recoverable from the vendor.

In case of any change to the order value, the penalty/ LD shall be applicable on revised order value subject to a maximum of 10% of the revised order value.

B. Service Level Agreement (SLA):

Support on 24X7 basis for all the hardware & software items. The successful bidder shall ensure that the following SLA parameters are met:

An uptime of 99.5% of entire Cyber SOC per month.

C. Penalty for SLA Non-Conformance:

At the end of each quarter, downtime will be calculated for the implemented solution / system.

Downtime will be calculated on per month basis. The deductions will be made as per the following formula.

- For $80.0\% \leq \text{uptime} < 99.5\%$ (Penalty at normal rate) : Deduction (D) per month = downtime in minutes for a month (d) x rental per minute (r).
- For: $\text{uptime} < 80.0\%$ (Penalty at double rate) : Deduction (D) per month = downtime in minutes for a month (d) x rental per minute (r) x 2.

D. Payment Terms:

Rental period shall start as per the commissioning date issued by BHEL. Quarterly rental charges (after deducting pro-rata cut, for any SLA non-conformance) become payable at the end of each quarter. However, 1st quarter rental payment will be proportionate as per commissioning date and shall be made only after successful execution of training. The payment of rental charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate.

Payments will be made within 30 days from the last date of submission of following documents

- Invoice in triplicate. Delivery/Installation Report (Duly signed by BHEL executive), required only at the time of first payment.
- SLA reports for the quarter (to be verified by the System Administrator).
- Security Deposit as per RFP clause of Security deposit.
- Insurance documents for all the items and its annual renewal, whenever due.

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**E. Special Clauses:**

- a) All the items to be supplied must be NEW.
- b) All the Items must be supplied in full and complete.
- c) No item shall be offered whose end-of-sale or end of life has been declared by the OEM or has been declared to be under phase out.
- d) BHEL may extend the contract per year for two (02) years on annual basis after the end of initial three (03) years on pro rata basis.

F. Non-Disclosure Agreement:

- a) 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.
- b) 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-IV) in line with the Owner's Information Security Management System

3.3. Information and Special Terms & Conditions: -**1. Business Applications & Other software used:**

Integrated end to end Business Applications, largely rendered in web, have been developed and used at various manufacturing units within various processes from receipt of work order to dispatch of equipment.

A number of Web based applications are being developed and implemented in various functions across various Units/Regions/Business Sectors for their local operations. Some Corporate wide web applications have also been developed over a period of time, mostly. RDBMS & J2EE is the favored technology for application development.

All engineering centers are well equipped with engineering workstations using advance Engineering Software for Designing, Modeling, Analysis and Drafting etc. Electronic Depositories, with appropriate work flow & change control, have been implemented particularly for Engineering Documents at major units.

2. Information Systems and ERP in BHEL:

Currently, major Manufacturing Units of BHEL have implemented Information Systems (either based on SAP ERP or developed in-house) to meet their Unit specific business requirements while Business Sectors and other Manufacturing Units/ Divisions and Regions have moderate level of computerization in place.

BHEL has implemented SAP for its unit level operations at Trichy, Hyderabad, EDN Bangalore, EPD Bangalore and HPVP Vizag. Also, SAP-HCM module has been implemented in BHEL at Corporate Level.

3. Existing Network Infrastructure:

BHEL is using MPLS connectivity from multiple service providers to connect their locations. The BHEL locations are connected through multiple connectivity options with redundancy as required.

4. Existing Cyber SOC:

BHEL has established a state-of-the-art Cyber Security Operations center (Cyber SOC), a facility in which an information security team continuously monitors and improves the organization's security posture while preventing, detecting, analyzing and responding cyber security incidents with the aid of both technology as well as well-defined processes and procedures.

The current SIEM deployed in BHEL is a purpose-built solution with appliances installed at BHEL Hyderabad unit and the Control Centre established at BHEL Noida office.

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5. Objective:

The objective is to enhance and strengthen IT Security framework and 24X7 comprehensive information / cyber security management by setting up Next-Gen Cyber Security Operations Center (Cyber SOC).

6. Milestone, Deliverables & Delivery Timelines:

Milestone	Deliverable	Timelines Start	Timelines End
M1	a. Supply and installation b. Commissioning	D	D + 90 Days
M2	a. Performance Acceptance Test (PAT) – Post Commissioning b. Commissioning certificate by the Owner	D + 90 Days	D + 120 Days
M3	a. Training	P	P + 60 Days
M4	a. Event Log Collection & Management b. SOAR – Automation of actions c. UEBA – Analysis of high risk entities / users d. WAF – Web application protection e. Threat Intelligence & Incident Management f. SOC Monitoring & Support	P	P + 3 years
D – Date of award of LOI / PO to the successful bidder P – Commissioning date			

3.4 **BIDDER SHOULD QUOTE IN RATE PER QUARTER only (Excluding GST):**

S.No	Work Description	QUANTITY (No of Quarter)	Rate per Quarter in Rs. (Excluding GST)	GST in %
1	Establishing and Maintaining a Cyber Security Operations Center (Cyber SOC)	12	(To be Quoted by Bidder in Price Bid)	(To be Quoted by Bidder in Price Bid)

3.4.1 **Evaluation criteria:** Splitting of contract is not applicable for this tender, hence, package wise L1 will be awarded the full / complete work.

3.5 INTEGRITY PACT (IP)

3.5.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbasinghips@gmail.com

3.5.2 The IP as enclosed with the tender (Annexure-V) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into

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such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- 3.5.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: M.Sudala Srinivasan
Dept: Works Contracts Management
Address: Bldg. 24, HPBP, BHEL Trichy-14
Phone: (Landline/ Mobile) : 0431-2575478
Email: mssvasan@bhel.in
Fax: NA

(2)

Name: E. Venkatesh
Dept: Works Contracts Management
Address: Bldg. 24, HPBP, BHEL Trichy-14
Phone: (Landline/ Mobile) : 0431-2577042
Email: evenkat@bhel.in
Fax: NA

4 GENERAL TERMS & CONDITIONS OF THE CONTRACT

4.1 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS

- 4.1.1 MSE suppliers can avail the intended benefits only if they submit along with the any of the following documents
- 4.1.1.1 UDYAM certificate or UAM along with CA Certificate (as per Annexure-III of this tender document) issued for latest financial year ending on 31st March 2020 or later. (or)
- 4.1.1.2 EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening. (or)
- 4.1.1.3 EM-II along with latest CA certificate (as per Annexure-III of this tender document) issued for latest financial year ending on 31st March 2020 or later where deemed validity of five years is expired. (or)
- 4.1.1.4 Valid NSIC registration certificate as on date of technical bid opening. (or)
- 4.1.1.5 Valid Registration to any other body as specified by ministry of MSME, GOI.
- 4.1.2 Definitions of MSEs owned by Women is under:
- In case of proprietorship firm, proprietor must be woman.
 - In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - In case of private limited companies, at least 51% share must be held by women promoters.
- 4.1.3 Definitions of MSEs owned by SC/ST is under:
- In case of proprietorship firm, proprietor must be SC/ST.
 - In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - Revenue Officer not below the rank of tahsildar.
 - Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

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- 4.1.4 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.
- 4.1.5 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.
- 4.2 **NO DEVIATION CLAUSE:**
Any deviations taken by bidder after submission of No deviation certificate will be ignored and No further correspondence in this regard shall be made.
- 4.3 **REGISTRATION WITH STATUTORY BODIES**
- 4.3.1 Self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 4.3.2 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 4.4 **GOODS AND SERVICES TAX (GST)**
- 4.4.1 At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".
- 4.4.2 For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.
- 4.4.3 Response to Tenders for Indigenous contractor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 4.4.4 Contractor shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like ERP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 4.4.5 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4.4.6 Invoices will be processed only upon completion of statutory requirement and further subject to following:
a. Vendor declaring such invoice in Form GST ANX-1
b. Receipt of Goods or Services and Tax invoice by BHEL
- 4.4.7 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 4.4.8 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same.

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- Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 4.4.9 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 4.4.10 In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.
- 4.4.11 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 4.4.12 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 4.4.13 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 4.4.14 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 4.4.15 GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 4.5 TERMS FOR PRICE BID & RATE BASIS**
- 4.5.1 Price bid is to be submitted in a separate price bid form provided in the portal.
- 4.5.2 The period of the contract can be extended if required by BHEL and agreed by contractor.
- 4.5.3 The rate quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
- 4.5.4 Quotation should be valid for a period of 120 days from the date of tender opening.
- 4.5.5 The quoted rate should be excluding GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid only on submission of documentary evidence.
- 4.5.6 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.
- 4.5.7 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc.
- 4.5.8 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 4.5.9 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 4.5.10 New vendors responding against BHEL website/ NIC/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 4.5.11 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").
- 4.5.12 The vendor will be permitted to work round the clock to complete the work.

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4.6 REVERSE AUCTION

BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2021 as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

4.7 RATE FINALIZATION

4.7.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

4.7.2 **BHEL will finalize the rates through Reverse Auction.**

4.7.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

4.8 CRITERIA FOR AWARD OF WORK

4.8.1 The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL" for L1 (lowest bidder) on basis on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.

4.8.2 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4.9 TERMS & CONDITIONS FOR THE CONTRACTS

4.9.1 **DEFINITION:** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

- i. The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. The "work" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- iii. The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- iv. "The Officer-In charge" means, the Officer deputed by the Head of WCM, to supervise the work or part of the work.
- v. "Approved" and "Directed" means, the approval or direction of Head of WCM, or person deputed by him for the particular purposes.
- vi. "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- vii. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- viii. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- ix. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- x. A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

4.9.2 **HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.

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- 4.9.3 **WORK TO BE CARRIED OUT:** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4.9.4 **DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 4.9.5 **ASSIGNMENT OF TRANSFER OF CONTRACT:** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 4.9.6 **SUB-CONTRACT:** The Contractor shall not sub-let any portion of the contract.
- 4.9.7 **COMPLIANCE TO REGULATIONS AND BY-LAWS:** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4.9.8 **SECURITY DEPOSIT (SD):**
Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Security Deposit has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".
- 4.9.8.1 **MODES OF DEPOSIT OF SD:** The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for EMD and SD amount attached (Annexure – I) for vendor's reference)
 - 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)

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.

4.9.8.2 **COLLECTION OF SECURITY DEPOSIT**

- The Security Deposit must be deposited before the start of Work.
- At least 50% of the required Security Deposit, including the EMD, is to be submitted 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.
- 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 Security Deposit shall not carry any interest.
- Timely Submission of SD: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder.

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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.

NOTE: After issue of LOI / Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action as per suspension of business dealing guidelines of BHEL will be taken.

4.9.9 **SUBMISSION OF BILLS BY CONTRACTOR:** Bills should be submitted within a week after execution of work for each quarter. The Contractor shall submit a bill in triplicate detailing the various items of work done during the quarter supported by the requisitions issued from time to time. The Contractor shall, once in every quarter, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous quarter which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided. Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - v. Copy of PAN card.
 - vi. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - vii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
 - viii. Any other relevant document which is required from time to time as per BHEL requirement.

4.9.10 **PAYMENT OF BILLS:** All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- i. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- ii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

4.9.11 **REFUND OF SECURITY DEPOSIT:** Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.

4.9.12 **EXTENTION OF CONTRACT:** One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

4.9.13 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

4.9.14 **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

4.9.15 **PREFERENCE TO MAKE IN INDIA:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the

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respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

4.9.16 INCOME TAX:

- i. Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- iii. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

4.9.17 GST:

- i. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
- ii. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
- iii. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the GST amount calculated at the applicable rate
 - PAN based GST Registration No.
- iv. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

4.9.18 AVAILING INPUT TAX CREDIT (ITC): As per GST in line with new GST Return System from 1st Oct 2019.

4.9.19 ORDERS UNDER THE CONTRACT: All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

4.9.20 CONTRACTOR'S SUPERVISION:

- i. The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- ii. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.
- iii. The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- iv. The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

4.9.21 LABOUR:

- i. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

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- ii. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- iii. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- iv. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- 4.9.22 COMPENSATION TO WORKMEN:** BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
- ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923
- 4.9.23 PRECAUTIONS AGAINST RISK:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 4.9.24 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 4.9.25 LAWS GOVERNING THE CONTRACT:** The contract shall be governed by the Indian Laws for time being in force.
- i. Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- ii. No BHEL employee and their dependents are eligible to submit their offer against this tender.
- 4.9.26 CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default. If the Contractor shall:

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Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

4.9.27 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- i. being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any: Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- iii. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- iv. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

4.9.28 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of WCM., or his authorised representative;
- ii. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

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BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Head of WCM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the contractor under this contract the contractor shall either pay the excess amount ordered by Executive/WCM or the same shall be recovered from the contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of WCM., whose decision shall be final and conclusive.

- 4.9.29 **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:** Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.
- 4.9.30 **SPECIAL POWER TO TERMINATION:** If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 4.9.31 **FORCE MAJEURE CLAUSE:** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/WCM subject to prompt notification by the contractor.
- 4.9.32 **ARBITRATION & CONCILIATION:** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. 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. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 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 with

due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

4.9.33 **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.

4.9.34 **SIGNING OF CONTRACT:** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

4.9.35 **FRAUD PREVENTION POLICY:** The Bidder along with its associate/ collaborators/ 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 fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

4.9.36 **SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:** Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

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

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

4.9.37 **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

4.9.38 **STATUTORY REQUIREMENTS:**

- i. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- ii. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- iii. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

4.9.39 **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement.

4.9.40 **REMOTE TRANSACTIONS:** The contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

4.9.41 **CHANGE IN CONSTITUTION OF FIRM:** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or

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suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

4.9.42 **LIEN OF CONSIGNMENTS:** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

4.9.43 **SAFEGUARD OF EMPLOYER'S INTERESTS:** Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

4.9.44 **RIGHTS:**

- i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- ii. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contractor and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- iv. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- v. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- vi. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

4.9.45 **RISK PURCHASE:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

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Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

4.10 COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

4.10.1 The contractor shall not engage in connection with the work any person who has not completed 18 years of age.

4.10.2 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.

- a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b) The minimum wages Act 1948 and the related rules
- c) The payment of wages Act 1936 and the related rules.
- d) The Factories Act 1948.
- e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- f) The Employees State Insurance Act 1948.
- g) Workmen Compensation Act 1923
- h) Payment of Bonus Act 1965
- i) Maternity Benefit Act, 1961
- j) Payment of Gratuity Act, 1972
- k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- l) Equal Remuneration Act, 1976
- m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
- n) The Industrial Disputes Act 1947

and any other law, or modifications to the above or to the rules made there under from time to time.

4.10.3 REGISTRATIONS AND LICENCING:

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- a) Name of the Contractor
- b) Nature of Work
- c) Period of Work
- d) Number of maximum labour employed by him on anyone day.
- e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- f) The labourer should be enrolled with PF, ESI.

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- 4.10.4 The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed.
- 4.10.5 The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.
- 4.10.6 **REGISTERS AND RECORDS:** The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.
- 4.10.7 **WORKING CONDITIONS:**
- The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
 - The contractor shall ensure that his workmen vacate the premises after shift is over.
 - The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
 - BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
- 4.10.8 **NOTICES OF ACCIDENTS:** In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)
- 4.10.9 **COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:**
- The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act.
 - The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
 - The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952.
 - Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
 - In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
 - The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
 - Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.
- 4.10.10 **COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:**
- All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
 - Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
 - Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.

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- d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
 - e) The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
 - f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
 - g) Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
 - h) Smoking is not allowed in work area.
 - i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
 - j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
 - k) It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
- 4.10.11 **TERMS & CONDITIONS** of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:
- a) The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
 - b) Contractor shall supervise the work carried out by his/her employees.
 - c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
 - d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
 - e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
 - f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
 - g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
 - h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
 - k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
 - l) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
 - m) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
 - n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



- o) The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- p) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- q) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- r) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- s) BHEL Trichy is the Agency finalising the tender. BHEL CDT/Noida is the Agency for Order placement, execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

ANNEXURE – I**E-PAYMENTS**

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

**ANNEXURE – II****(TO BE SUBMITTED ON CHARTERED ACCOUNTANT LETTER HEAD)**

This is to Certify that M/s
 (herein after referred to as 'company') having its registered office at is
 registered under MSMED Act 2006, Entrepreneur Memorandum No. (Part – II) OR (UAN)..... Dtd:
, Category: (Micro / Small). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year
 as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006:

₹ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006:

₹ Lakhs

(Strike off whichever is not applicable)

The above investment of Lakhs is within permissible limit of Lakhs
 for..... Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off whichever is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



ANNEXURE-III

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

No Deviation Certificate

Name of Works: Establishing and Maintaining a Cyber Security Operations Center (Cyber SOC) for BHEL

Tender No: _____

Tender Date: _____

I/We M/s. have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

Yours Sincerely,

Signature of the Bidder with date & Seal

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

ANNEXURE-IV

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)

ANNEXURE-V**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for Surface Preparation (cleaning) and Painting of structural materials at BHEL, Trichy. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

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contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle or associates. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor (s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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Signature of Authorized Signatory

with seal & full address



8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.

8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD, BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract of successful bidder and for all other bidder 6 months after the Contract has been awarded. Issues like warranty guarantee etc., should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Place / स्थान:

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Date / दिनांक:

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10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



For & On behalf of the Principal
(Office Seal)

M. SUDALA SRINIVASAN
By. Manager
Works Contracts Management
BHEL, TRICHY - 620 014.

Place: Trichy

Date: 20.09.2021

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place:

Date:

Witness:

(Name & Address of Witness)


M.P. CHAUDHARY

Dy. Engineer / WCM

24 Bldg. BHEL Trichy.

Witness:

(Name & Address of Witness)



Annexure - VI

Make and Model Offered

Product	OEM	Model
SIEM		
SOAR		
UEBA		
WAF		
Display Units		
PC - General		

Seal & Signature of the Company

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Annexure – VII

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 setting up a cyber-security operation center, **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

Place / स्थान:

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Signature of Authorized Signatory

with seal & full address

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.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



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 during the contract period from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address