



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

Tender Ref: BHEL/EDN/ITS/ILL-ADD/2017

**NOTICE INVITING TENDER**

- 1 Tender Reference & Date : BHEL/EDN/ITS/ILL-ADD/2017 date 22.05.2017
- 2 Name of the work : Implementation of 20Mbps Internet Lease Line On Fiber
- 3 Duration of contract : Two Years.
- 4 Earnest money deposit : Rs. 15,000 (Rupees Fifteen thousand only)
- 5 Last date and time for the receipt of completed tender : before 13.00 Hours on 05.06.2017
- 6 Date and time for tender opening : At 13:30 Hours on 05-06-2017
- 7 Place of submission of Completed tender : To be dropped in the IT&S (Box No. 2)  
Tender Box kept in the Reception Area at BHEL,  
Electronics Division, Mysore Road, Bangalore – 560 026.

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

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

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

**Prepared by**

**Checked by**

**Approved by**

**Arvind Chouhan**  
Sr. Engineer/IT&S  
Contact no: 95380 40340  
080-26998192

**S. Prabhu Kumar**  
SDGM / IT&S

**P. Parthasarathy**  
AGM / MS



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### **ANNEXURE – I**

#### **1. SCOPE OF WORK:**

- a. End to End Implementation (Dedicated 1:1 Full Duplex) of Redundant (at level of ISP) Internet Lease Lines of 20 Mbps on Fiber for a period of two years at Information Technology Data Center, BHEL-Electronics Division Bangalore.
- b. 16 Static Public IPv4's Pool on Fiber.
- c. Delivery and Implementation has to be completed within 6 weeks for FIBER from the PO date.
- d. Delivery and Implementation means EDN should be able to Internet lease line services on fiber.
- e. IPv6 addresses needs to be provided equivalent of IPv4 address to cater BHEL requirement.
- f. Fiber Optic Link with 99.5 % Uptime on SLA.
- g. 100 % Assurance on the committed bandwidth on SLA
- h. 24/7 Telephonic Support & 18/7 on field Support.

#### **2. PRE QUALIFICATIONS:**

- a. Service Provider must have Base Transmission Station nearby BHEL-Electronics Division Bangalore, which is readily available to cater requirement.
- b. The Service provider should be listed in “List of ISP Licensees authorized to provide Internet Services as on 31.12.2016 under CLASS ‘A’ and CLASS ‘B’ Karnataka state category published by Department of Telecommunications, GOI.
- c. Service Provider must have office at Bangalore.

#### **INSTRUCTIONS & GUIDELINES TO BIDDERS:**

##### **2.1. DEFINITIONS:**

**BIDDER:** Bidder means the entity offering for this tender.

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



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**2.2. BIDDER TO INFORM HIMSELF FULLY:**

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

**2.3. EXPECTATIONS FROM BIDDER**

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

**2.4. WHEREVER, SERVICE TAX IS APPLICABLE**

1. The Tenderers shall furnish the service Tax Registration Number in their offer
2. If the Tenderer is not having Service Tax Registration Number, he shall submit an undertaking to the effect that
  - a. in case he is awarded the contract, he shall register with Service Tax Authorities and furnish the Registration Number before commencement of work.
  - OR
  - b. his turnover value is below the threshold limit prescribed by the Service Tax Act and in case he is awarded the contract, whenever his turnover crosses the threshold limit at any time during the execution of the contract, he shall forthwith register with Service Tax Authorities and furnish the Registration Number to BHEL. (This sub-clause is NOT applicable where the taxable turnover of the present tender is above the prescribed threshold limit).
3. Any offer not complying with the above clauses is liable to be rejected.
4. The above clauses apply even where the price quoted is “inclusive of taxes”.
5. If the Service Tax Registration Number is not furnished to BHEL before the first bill is submitted (except as provided in clause 2(b) above), the bills will not be passed (even if the price is “inclusive of taxes”).
6. In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with a declaration that the contractor has discharged his tax liability on the earlier bill



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(i) by paying the money to the Government (along with Challan details) or (ii) by utilization of input Service Tax Credit available with him or (iii) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.

- a) In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.
- b) The proof of successful Internet Lease Line service should be attached with the technical bid.
- c) Bidder shall provide customer references details such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person.
- d) The reference purchase order should be on the name of the bidder. The order copies and successful completion/ performance certificate from the customer along with the offer is to be submitted.

## **2.5. SITE SURVEY**

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

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



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### ANNEXURE – II

#### 1. GENERAL TERMS AND CONDITIONS 1.1.

##### SUBMISSION & OPENING OF BIDS

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

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

This part shall consist of the following:

- a) EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection. The Earnest Money will be refunded to the bidders after finalization of the award of work.
- b) Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment.
- c) Authorization letters from OESs.
- d) Proof of documents w.r.t. Pre-Qualification.
- e) Commercial terms compliance statement as per enclosed format only.
- f) Unpriced copy of price bid as per enclosed format only.

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

##### 1.4. PART-II: PRICE BID

- a) Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes.
- b) **Price Bid should not contain any technical details and/or Commercial Terms & Conditions** as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

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

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

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

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



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- 1.7. Tenders submitted by post should be sent by “**Registered Post with Acknowledgement Due**”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date and time of opening of tenders are liable to be rejected.
- 1.8. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

## **2. GENERAL INSTRUCTIONS AND GUIDELINES**

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



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- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 2.11. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

### **3. RATES**

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

### **4. TENDER EVALUATION**

#### **4.1. Stage-I: Evaluation of Technical & Commercial Bid**

- a) Technical and commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.
- b) During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.



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### 4.2. **Stage –II: Evaluation of the Price Bid:**

- a) Technically cleared offers will be considered for price evaluation.
- b) Evaluation of offer will be based on L1 of Net total value of contract with applicable taxes.
- c) Applicable % of taxes& duties should be clearly indicated in price bid format.
- d) ***The contract cannot be split and will be awarded to a single party for the total scope, based on the above evaluation.***
- e) Discrepancy in Words & Figures - quoted in price bid

4.2.e.1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

4.2.e.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

4.2.e.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (4.2.e.1) and (4.2.e.2) above.

4.2.e.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored



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**ETHICAL STANDARD:**

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows: a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.



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**ANNEXURE – III**

**1. COMMERCIAL TERMS & CONDITIONS**

**1.1. ORDER ACKNOWLEDGMENT**

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

**1.2. VALIDITY OF OFFER:**

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

**1.3. DELIVERY & INSTALLATION**

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

**1.4. PENALTY FOR LATE DELIVERY & INSTALLATION**

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week subject to maximum of 5% of the total PO value.

**1.5. PAYMENT TERM**

The payment will be made quarterly in arrears and submission of invoice(s) in triplicate.

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

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

**1.6. DEDUCTION FOR DOWNTIME**

a) **DOWNTIME CALCULATION:**

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

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

Note : Deduction will be made from the payment to the vendor



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**1.7. CONFIDENTIALITY**

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

**1.8. FORCE MAJEURE**

Vendor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

**1.9. ARBITRATION:**

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Bangalore as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

**1.10. SUB-CONTRACTING**

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

**1.11. LIMITATION OF LIABILITY**

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

**1.12. ORDER CANCELLATION:**

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



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**ANNEXURE - IV**

**1.13. COMMERCIAL TERMS COMPLIANCE STATEMENT**

S No	Description	Agreed / Yes / No	Remarks if any
1.13.1	<b>Scope of Work:</b> Whether the bidder has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer).		
1.13.2	<b>Pre Qualifications</b> Whether the Service Provider is qualified as per clause, sub clauses of 2 of Annexure-I.		
1.13.3	<b>Validity of the Offer:</b> Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of technical bid.		
1.13.4	<b>Earnest Money Deposit:</b> Whether the bidder has agreed to submit EMD as per terms and conditions and submitted along with Technical Bid as per clause 1.2 of Annexure – II.		
1.13.5	<b>Delivery &amp; Installation:</b> Whether the bidder has agreed to deliver and installation at BHEL as per clause, sub clauses of 1.3 of Annexure -III.		
1.13.6	<b>Penalty for Late Delivery:</b> Whether the bidder agrees for the penalty by BHEL in case of late delivery as per clause 1.4 of Annexure –III.		
1.13.7	<b>Payment Term:</b> Whether the Bidder agrees for Payment terms as per clause 1.5 of Annexure- III.		
1.13.8	<b>Deduction in Downtime:</b> Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.6 of Annexure –III.		
1.13.9	<b>Sub-Contracting:</b> Whether the Bidder/Lessor has agreed that the order/contract or any part thereof shall not be sub- contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee as per clause 1.10 of Annexure - III.		
1.13.10	<b>Limitation of Liability:</b> Whether the Bidder/ Lessor has agreed for Limitation of Liability term as per clause 1.11 of Annexure- III.		
1.13.11	<b>Confidentiality:</b> Whether Bidder/Lessor has agreed to maintain confidentiality as per Annexure –VI. Bidder shall execute a non-disclosure agreement as per the sample format, in case of award of order.		
1.13.12	Whether Security Deposit shall be produced as per Annexure - VIII		



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## ANNEXURE – V

### PRICE BID FORMAT

ITEM	Annual Charges Rs.(in figure)	Applicable Taxes ( Mention Percentage):	Total Value of Annum Rs.	Total Value For Two(2) Years.	Value Rs.(in words)
	A	B	$C=A+B$	$D= C*2$	
Internet Lease Line on FIBER(20Mbps)					
One Time Charges					



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**ANNEXURE- VI**

***NON DISCLOSURE AGREEMENT***

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

We warrant and agree as follows:

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



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



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

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

Dated .....of .....2016

.....

Signature

Seal



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

Tender Ref: BHEL/EDN/ITS/ILL-ADD/2017

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

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

TYPE OF REQUEST(Tick one): \_\_\_\_\_ CREATE \_\_\_\_\_ CHANGE

BHEL Vendor / Supplier Code:	<input type="text"/>		
Company Name :	<input type="text"/>		
Permanent Account Number(PAN):	<input type="text"/>		
Address:	<input type="text"/>		
	<input type="text"/>		
City:	PINCODE	<input type="text"/>	STATE <input type="text"/>
Contact Person(s)	<input type="text"/>		
Telephone No:	<input type="text"/>		
Fax No:	<input type="text"/>		
e-mail id:	<input type="text"/>		

1	Bank Name:	<input type="text"/>
2	Bank Address:	<input type="text"/>
		<input type="text"/>
		<input type="text"/>
3	Bank Telephone No:	<input type="text"/>
4	Bank Account No:	<input type="text"/>
5	Account Type: Savings/Cash Credit	<input type="text"/>
6	9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	<input type="text"/>
7	Bank swift Code(applicable for EFT only)	<input type="text"/>
8	Bank IFSC code(applicable for RTGS)	<input type="text"/>
9	Bank IFSC code(applicable for NEFT)	<input type="text"/>

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

Date:

Authorised Signatory:  
 Designation:

Telephone NO. with STD Code

Company Seal

**Bank Certificate**

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

Date:

(.....)

Place:

Signature

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

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

**ANNEXURE - VIII**



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

Tender Ref: BHEL/EDN/ITS/ILL-ADD/2017

**Security Deposit**

The total amount of **Security Deposit will be 5% of the Contract value**. The security Deposit should be collected before start of the work by the contractor.

Modes of deposit:

- i) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ii) Cash (as permissible under the Income Tax Act)
- iii) Pay Order, Demand Draft in favour of BHEL.
- iv) Local cheques of scheduled banks, subject to realization.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.  
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- vi) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- ix) The security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.