

“COURIER”

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



Enquiry no. : PE-LPE/228 Dtd. 10/02/2016

Due Date: 02/03/2016 by 02:00 P.M

Open Tender Enquiry

Subject: Rate Contract for Photo copy services at BHEL PEM Noida Offices for two years.

Dear Madam/ Sir,

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name/ Address of the Organisation whom submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the undersigned before 02:00 P.M. on or before the above mentioned due date.

Delivery/ Installation of M/C: - Within 10 days from the date of issue of work order. If bidder fails to install photocopy machines within the delivery period, BHEL shall, without prejudice to its other remedies under the contract price, deduct a penalty @ Rs. 500/- per day per machine. Once the maximum deduction of Rs. 20000.00 is reached, BHEL shall terminate the contract and the deposit money will be forfeited.

Payment Terms: 100 % payment shall be made every month after the submission of invoice and verification of photocopy slips as specified in Technical Spec. no. PE/ADM/507-02/04.

LD: Liquidate damage shall be levied as specified in Technical Spec. no. PE/ADM/507-02/04.

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance, Part 2: Price bid as per price format Annexure-III).

Pre-qualifying requirements (PQR): Refer open tender enquiry page no-1 of 12 .

Validity of Rates: After awarding the work the rates should be firm till the completion of work.

Security deposit: as specified in Technical Spec. no. PE/ADM/507-02/04.

All other terms & conditions shall be as per attached in Technical Spec. no. PE/ADM/507-02/04 & Annexures – I TO IX.

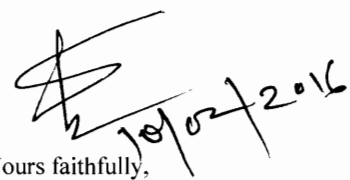
Bidder to note that all other terms and condition shall be strictly as per NIT, Commercial & General terms and conditions (annex-I to IX). In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be NIT (enquiry letter) / Commercial & General terms and conditions (annex-I to IX) / Technical specification.

Remarks:

- 1) Evaluation shall be done on Grand total amount (inclusive of taxes & duties) as per given in Price format (Annexure-III).
- 2) Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the **following address:**

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Phone no. 0120-4213591

Thanking You,

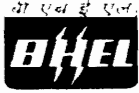

Yours faithfully,
For and on behalf of BHEL
N C Sharma / Sr. Engineer/MM
BHEL PEM, Noida

Please reply to:
BHEL-PEM -Power Sector
Power Project Engineering Institute,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Phone: 0120-4213562, 4368891
Fax : 0120-4329055

Regd. Office:

BHEL House,
Siri Fort,
New Delhi-110049



Ref: PE-LPE/228 Dtd.10/02/2016- : Rate Contract for Photocopy works at PEM Noida Offices
Annexure-I

COMMERCIAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **02:00 P.M.** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- d) Average Annual financial turnover during the last three financial years ending 31/03/2015 should be at least Rs. 2.25 Lakhs, submit supporting document for the same.
- e) Work experience certificate as per technical specification no. PE/ADM/507-02/04.
- f) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.
- g) **EMD** of Rs 20,000/- (Rupees Twenty thousand Only) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.
- h) Copy of acknowledgements of **IT return** of last three financial years.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1 : techno-commercial bid**'.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

This part shall be submitted in a separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh N C Sharma / Sr. Engineer (MM) & Sh I P Singh / Sr. Mgr. (CMM)
Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Mob. No- 9911170053, Phone no. 0120-4213591, 4368749



2. **BID OPENING**

PART- I (Techno-Commercial Bids) will be opened at 03:00 P.M. on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

3. The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
7. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.

9. **PRICE DISCREPENCY:**

- a) 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 the quantity), the unit price shall prevail and the total price will be 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 will be corrected accordingly.
 - b) 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
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) 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.
 - e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.
10. BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

11. **TAX DEDUCTION AT SOURCE:**

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.



12. TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

- 13. DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

**GENERAL TERMS AND CONDITIONS****14. ARBITRATION**

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to 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 venue of arbitration shall be at Noida.

15. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

16. RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

17. STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.



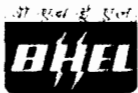
- iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

18. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

-----X-----

**Annexure-III****PRICE FORMAT FOR PHOTOCOPYING WORK****For 45 CPM Digital Photocopy machine**

SI	Description of work	Quantity	Rate per Copy (along with paper) Rs.	VAT (----% VAT on --- % of Amount) Rs.	Service. Tax (----% S.Tax on --- % of Amount) Rs	Total rate per copy along with paper (including taxes) Rs.
	Photocopy machine work on 45 CPM white plain paper		A	B	C	D=A+B+C
1	A4 size single side	Per copy				
2	A3 size single side	Per copy				
3	A4 size back to back	Per copy				
4	A3 size back to back	Per copy				

Note:-

1. Tentative quantity of photocopy to be required in one day approx. 2100 Nos.
2. **The evaluation of the bids shall be done on the basis of total of weighted quantity with the following ratio:**

- a) A4 size single side : 80%
- b) A3 size single side : 05%
- c) A4 size back to back : 10%
- d) A3 size back to back : 05%

Formula for calculating weighted average:

$$=[(0.8 \times \text{Total price of A4 size single side in column D}) + (0.05 \times \text{A3 size single side in column D}) + (0.1 \times \text{A4 size back to back in column D}) + (0.05 \times \text{A3 size back to back in column D})]$$

Taxes if not specified separately, prices will be considered inclusive only.

The above rate for 45 CPM Digital Photocopier:

Model: _____

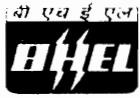
Make: _____

Signature and seal of the firm

**Annexure –‘IV’****DETAILS OF BUSINESS**

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last two financial years		
9.0	Any other information		



Annexure-‘V’

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)



Annexure-‘VI’

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

(Signature & seal of the contractor)



Annexure-‘VII’

TECHNICAL DETAILS**For Technical bid***Work Experience fulfilling, submitted in Part-I Bid)*

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
VAT/ CST	

Income Tax Return(A.Y.)	2015-16	2014-15	2013-2014
EMD Details	DD/ PO No.	Date	Amount (in Rs.)



NEFT Application Form

Name of the Company:

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	EMD of 20,000/- in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd” in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Acknowledgement of I-T return of last three financial years		
4	Annual financial turnover during the last three years ending 31/03/2015		
5	Copy of the PAN card.		
6	Copy of VAT/Sales tax registration/Service tax registration		
7	Technical Terms & Conditions (Tech. spec. no. PE/ADM/507-02/04).		
8	Commercial Terms and Conditions (Annexure-“I”).		
9	General Terms & Conditions (Annexure-“II”).		
10	Unquoted Price Bid Format (Annexure-“III”)		
11	Details Of Business (Annexure –“IV”)		
12	Acceptance Letter / No Deviation Certificate (Annexure-“V”)		
13	Declaration (Annexure-“VI”)		
14	Technical Details (Annexure-“VII”)		
15	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder (Annexure-“VIII”)		
16	Check List (Annexure-“IX”)		



PE/ADM/507-02/04

Dated: 17.12.2015

**Technical Specifications For Photocopy
services**

HR-ADMINISTRATION
PEM

A 

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Pre-qualification requirement:-

The bidder must have a minimum of three years' experience in photocopy works during last 7 years.

Scope of Work:

1. Provide 2 (two) brand new machines (output 45 CPM or above) of any of the specified brands i.e. Canon, Konica Minolta, Toshiba, Xerox, Sharp, Panasonic, Kyocera and Muratec, with voltage stabilizers and operators at our office. Out of above, one machine will be installed at PPEI Building and one machine will be installed at Civil Department, Mind Mill Building BHEL PEM Noida. However BHEL reserves the right to instruct for installation of these two machines anywhere inside BHEL premises. Along with the machines vendor will ensure uninterrupted supply of Paper (specifications given as under) and cartridge.

2. Specification of the machines :

45 CPM Digital Photocopy Machines with Reversible automatic document feeder & Electronic Sorter, capacity up to A3 to A3 copy, reduction and enlargement facility and duplexing.

Brand new machines of year of make JULY 2014 or later shall only be accepted.

Nos. of machines can be increased /decreased by BHEL depending upon the total load of work with BHEL.

Maintain all two machines with required spares, consumables and paper.

3. Specification of the paper:

Size : A4, A3

Thickness : 75 GSM Photocopy Paper to be used should be of any of the following makes i.e. Century/ JK/ Modi/ Ballarpur only.

4. Wastage of paper (if any) should be credited in vendor's account.
5. Provide operation manuals & insurance cover etc. of photocopy machines.
6. **Manpower Deployment:** Manpower deployed by vendor for operation of the machines should be qualified (minimum 8th standard passed) and well versed with the operation and maintenance of the machines. No wages or any other payment will be made by BHEL to machine operator.
One operator per machine has to be deployed at all times by the vendor with instructions that he may be required to stay back even after office hours and can also be called on Sunday or holidays depending upon the urgency of work. No extra



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payment shall be made by BHEL for any services beyond routine office hours or on holidays.

Terms & Conditions

1. **Validity of Contract:** The rate contract period shall be two years w.e.f. the installation date of machines. The duration of the contract may be extended further for a period of 1 year on mutual consent. No upward revision in prices shall be accepted during the extended period. However, in case of non-compliance of any of the terms and conditions or unsatisfactory performance, the contract will be liable for termination by BHEL at one week's notice with no financial repercussions upon BHEL.
2. **Payment:** Photocopy charges shall be paid on actual work basis accepted by BHEL. A proper requisition slip signed by BHEL employee (proof of acceptance of work i.e. duly signed by approving authority) for photocopy work shall be attached by you with monthly bill. Photocopy work should be done on the specified photocopy papers as mentioned above; failure to comply shall attract non-payment of bill for such defective services. 100% payment shall be made every month after the submission of invoice and verification of photocopy slips.
3. **Delivery/Installation of machine:** Within 10 days from the date of issue of order.
4. **Rs.20,000/- (Rupees Twenty Thousand only)** as Earnest Money should accompany the techno-commercial bid in the form of either banker's cheque, pay order or demand draft drawn in favour of "**Bharat Heavy Electricals Limited**" payable at **Noida**. Tender not accompanied with **EMD** will not be accepted and shall not be considered for further evaluation.
No interest shall be payable on EMD amount.

The **EMD** shall be forfeited in case of:

- i. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- ii. Refusal to enter into a contract after the award of contract.
- iii. If the operations of the contract are not commenced from the date indicated in the award of contract.

The **EMD** shall be returned within a reasonable time to the unsuccessful bidders after acceptance of the award of the contract/ execution of work by the successful tenderer.

5. **Security deposit** : 10% rate contract value, for which 10% amount will be deducted from the the running bills after adjusting Rs. 20,000/- EMD amount.
6. Documentary proof of make & year of the machine has to be submitted at the time of installation of machines failing which the contract will be liable for termination and



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the EMD/Security Deposit shall be forfeited.

7. The space and power (220/240V 50 Hz AC) supply will be provided free of charge by BHEL.
8. You shall be completely responsible for operation & maintenance of the machines. Cost of all the inputs like paper, spares, repairs, consumables like toner etc. and operator services is to be borne by you and nothing extra shall be payable by BHEL.
9. Insurance of machines (covering all risks), manpower (Accidental Insurance cover and other miscellaneous charges or any other charges whatsoever shall be borne by vendor and BHEL shall not be held liable for any damage/injury to the manpower, machines/consumables etc. due to any reason.
10. Only one brand of photocopy paper will be used in any particular job. Use of mixed variety/brand of paper will render the job liable for rejection at your risk and cost.
11. You shall not be allowed to carry out any photocopy job for other customers on machines installed by you in BHEL premises. Further you shall ensure total secrecy of the documents to be photocopied and information shall not be shared with any person/agency under any circumstances.
12. The machine along with the operator shall be in use daily from 08:45 hours to 18:00 hours. In case the need arises the operator have to continue to work in late night hours and on holidays observed by BHEL without any extra cost or financial burden to BHEL.
13. You will not have any right or claim on the premises provided for installation of the machines.
14. The Vendor must comply with all the statutory provisions of the State & Central Acts, applicable to BHEL PS-PEM, related to the employment of labor i.e. various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, and all other statutory benefits, as amended from time to time.
15. You shall indemnify BHEL against any loss, damage, injury etc. to your machines, equipment installed, stationery, consumables, etc. or the manpower deployed in BHEL for the entire period of the contract.
16. You shall indemnify BHEL against any third party claims on any account whatsoever in connection with the photocopy services.
17. You should maintain a minimum inventory of 50 reams of photocopy paper at any point of time so that there is no interruption of work due to lack of photocopy paper.
18. **Arbitration** – In case of any dispute, a sole arbitrator will be appointed by BHEL and whose decision would be final and binding on both the parties. The place of arbitration shall be New Delhi.
19. In case you are not able to execute the job as per time schedule / required quality,

Handwritten signature and initials in black ink.

Bharat Heavy Electricals Limited

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BHEL reserves the right to get the same done at your risk and cost and impose the following pre-agreed damages:

Sl. no.	Default	Damages
1-	Non adherence to time schedule Regular work: to be completed on same day Bulk job: to be completed within 48 hours (Bulk job shall mean a job comprising more than 1000 pages to be multiplied in more than 8 sets)	10.0% deduction from monthly bill
2-	Non-functioning of machine beyond 48 hours, if standby machine of similar capacity is not installed.	Rs. 500.00 per day per machine
3-	Not using papers as per specified brands and quality	Rs. 500.00 per day

- Maximum liquidated damage upto 10% of monthly running bills.
 - These damages shall be over and above the additional cost to be incurred by BHEL for getting the work done from outside. However, you shall be allowed to get the bulk job done outside BHEL with permission from HR PEM
20. You shall be the responsible for regular and preventive maintenance of the machines to ensure their working condition at all times. In case of non-functioning of a machine, a standby machine shall be provided immediately (within 48 hrs) at no extra cost.
21. **Risk purchase:-** Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of the photocopy jobs which the vendor has failed to execute the photocopy work within the stipulated delivery period. The vendor would be liable to compensate the purchaser for any loss which the purchaser may sustain by reason of such risk purchase, in addition to liquidated damages at the rate mentioned above.
22. The tentative no. of copies is 50 thousand per month per machine. However the payments shall be made as per the actual quantities executed and accepted.
23. If any documents are found to be incorrect after placement of order, the work order shall be liable to terminated and Security Deposit shall be forfeited.

Confidentiality and Nondisclosure: BHEL has engaged you and you have accepted this engagement for the purpose of activities to be carried out as per the

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

contract subject to confidentiality obligations set forth below.

1. As used herein, Confidential Information shall mean and include information now or hereafter owned by, or otherwise within the possession or control of BHEL including, without limitation, patented and unpatented inventions, business and trade secrets, know-how, techniques, data, specifications, blueprints, flow sheets, designs, engineering information, operation criteria and other tangible and intangible information related to the equipment / material. You agree that they will not use the Confidential Information of the BHEL for any purpose other than the contract.
2. Vendor will not at any time without the prior written consent of BHEL HR publish, disclose or otherwise disseminate, duplicate or use, directly or indirectly, confidential information to or for the benefit of any third party whether or not it related to a process, product, equipment or apparatus embodied therein.
3. Indemnification by Vendor : You shall indemnify the BHEL against all actions, claims, demands costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any kind including infringement of patent, registered design, copy right, or trade mark or trade name protected in any country by the use of possession of any of material /equipment supplied by you by any one directly or indirectly employed by him or any damage to life of property of employee of BHEL or you or any third party.