



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

Tender Ref: BHEL/EDN/DTG/ILL-30/RF/2020

NOTICE INVITING TENDER

- | | | |
|---|--|--|
| 1 | Tender Reference & Date | : BHEL/EDN/DTG/ILL-30/RF/2020 date 16.01.2020 |
| 2 | Name of the work | : Implementation of 30Mbps Internet Lease Line On RF |
| 3 | Duration of contract | : Two Years. |
| 4 | Earnest money deposit | : Rs. 12,000 (Rupees Twelve Thousand only) |
| 5 | Last date and time for the receipt of completed tender | : before 13.00 Hours on 05..02.2020 |
| 6 | Date and time for tender opening | : At 13:30 Hours on 05.02.2020 |
| 7 | Place of submission of Completed tender | : To be dropped in the IT&S (Box No. 2)
Tender Box kept in the Reception Area at BHEL,
Electronics Division, Mysore Road, Bangalore – 560 026. |

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

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

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages. Total no. of pages: 27 Pages.

Prepared by

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Checked by

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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 30 Mbps on RF for a period of Two years at Information Technology Data Center, BHEL-Electronics Division Bangalore.
- b. 16 Static Public IPv4's Pool on RF.
- c. Delivery and Implementation has to be completed within 3 weeks for RF from the PO date.
- d. Delivery and Implementation means EDN should be able to use Internet lease line services on RF.
- e. IPv6 addresses needs to be provided equivalent of IPv4 address to cater BHEL requirement.
- f. RF 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, Mysore Road, 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 or Latest under CLASS ‘A’ Karnataka state category published by Department of Telecommunications, GOI.
- c. Service Provider must have office at Bangalore.
- d. Valid and Active License Certificate for providing services for this tender
- e. Valid Right-of-Work/Permissions/Authorizations from government authorities if any.

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 through 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. GOODS AND SERVICES TAX (GST):

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

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
7. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the



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Bidder.

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

2.5. SITE SURVEY

It may be noted that the detailed scope of work is provided as part of the document. However locations of equipment, measurements are not provided for installation related activities. Hence bidders are invited to conduct site survey of location at BHEL- EDN prior to submission of bids to assess the actual site condition and feasibility of Fiber requirement and arrive at actual requirement like excavation, road cutting, installation, cabling, cable length required etc. 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 shall be deposited as Earnest Money deposited with BHEL through online payment and the receipt of payment made has to be submitted with Techno- commercial bid (Part-1).

The URL LINK/STEPS to make EMD payment is given below.

- 1 The link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 **Agree** the terms and condition Click on proceed
- 3 Choose State of Corporate: **KARNATAKA**
- 4 Type of Corporate : **INDUSTRY**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : **OTHERS**
- 7 Fill the necessary information
- 8 Make the payment through any **net banking/Debit card**
- 9 Download Receipt keep it for reference.

Please note that no charges are levied for the transactions.

- b) In the absence of submission of receipt of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted. (exempted in case of MSME , bidder has to provide valid MSME certificate).
- c) The Earnest Money will be refunded to the bidders after finalization of the award of work.
- d) Commercial terms compliance statement as per enclosed format only.
- e) 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).



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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 **AGM (MS), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026**. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

1.7. 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.



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- 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:
- conditional and unsigned
 - containing absurd rates and amounts
 - incomplete or otherwise considered defective
 - not in accordance with the tender conditions.
 - not submitted in the prescribed forms.
 - received after due date and time (late offer).
- 2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.
- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 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.



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4. TENDER EVALUATION

BHEL will evaluate the bids as follows;

Stage-I: Evaluation of Technical and Commercial Bid

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

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

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

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

BHEL reserves the right to accept or reject any deviation.

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

Stage –II: Evaluation of the Price Bid

a) Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy the interpretation will be done as detailed below:

- i) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines



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and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

- b) Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- c) The evaluation will be on the basis of total Charges for all the items including all applicable Taxes and Duties but after deducting all input credits available to BHEL so as to assign tender priority based on cost to BHEL.
- d) The bid having the least “cost for BHEL” will be considered for order placement.
- e) All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
- f) Prices of optional items, if any, shall not be considered for Price evaluation and ordering.
- g) BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re. 1/- (Rupee One only) per equipment. If BHEL does not retain the equipment, the vendor shall dismantle all the equipment and move it away from BHEL’s premises at vendor’s cost.
- h) BHEL reserves the right to negotiate with L1 vendor.
- i) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA and in such circumstances, the EMD submitted by such vendor shall be forfeited. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company.
- j) In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit ‘Online sealed bid’ in the RA. Non submission of ‘Online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.
- k) Terms and conditions of RA are contained in Annexure – VIII

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

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

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



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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 **RF: 3 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.

The maximum time for credit of the payment to bidder from the date of invoice received at BHEL EDN will be 35days.

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:
$$\text{Rs. } (A / 90/24) * (\text{No of downtime hours beyond 24 hours})$$

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 RISK PURCHASE

BHEL reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser.

This clause will be operated only after completion of delivery period including extended period with LD, if any.

1.10 LIMITATION OF LIABILITY

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

Such limitation of liability shall not apply in cases of

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



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

1.12 ARBITRATION

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

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

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

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

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

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

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



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1.13. SUB-CONTRACTING

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

1.14. LIMITATION OF LIABILITY

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

1.15. ORDER CANCELLATION:

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

1.16. SECURITY DEPOSIT:

Successful vendor shall make Security Deposit as per Annexure IV.



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ANNEXURE - IV

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.



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Mysore Road, Bangalore – 560 026

Tender Ref: BHEL/EDN/DTG/ILL-30/RF/2020

ANNEXURE - V

1.13. COMMERCIAL TERMS COMPLIANCE STATEMENT

S No	Description	Agreed / Yes / No	Remarks if any
1.13.1	Scope of Work: 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	Pre Qualifications Whether the Service Provider is qualified as per clause, sub clauses of 2 of Annexure-I.		
1.13.3	Validity of the Offer: Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of technical bid.		
1.13.4	Earnest Money Deposit: 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	Delivery & Installation: 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	Penalty for Late Delivery: 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	Payment Term: Whether the Bidder agrees for Payment terms as per clause 1.5 of Annexure- III.		
1.13.8	Deduction in Downtime: 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	Sub-Contracting: 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	Limitation of Liability: Whether the Bidder/ Lessor has agreed for Limitation of Liability term as per clause 1.11 of Annexure- III.		
1.13.11	Confidentiality: Whether Bidder/Lessor has agreed to maintain confidentiality as per Annexure –VII. 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 - IV		



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ANNEXURE – VI

PRICE BID FORMAT

ITEM	Per day charges	Annual Charges Rs.(in figure)	Total Value for two Years Rs.	Applicable Taxes (Mention Percentage):	Value Rs.(in words)
	A	B	C=B*2	D	
Internet Lease Line on RF (30Mbps)					
Implementation Charges (One Time)					

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

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

Note : Please mention the GST Percentage & HSN/SAC Code compulsorily.

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



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ANNEXURE- VII

NON DISCLOSURE AGREEMENT

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

We warrant and agree as follows:

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



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2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause
3. irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to 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 byon behalf of aforesaid vendor with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Datedof2020

.....

Signature

Seal



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Annexure VIII

BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for the “Implementation of 40mbps Internet lease Line on Fiber at BHEL-Electronics Division” vide tender enquiry ref. no.

BHEL/EDN/DTG/ILL-30/RF/2020 dated 16/01/2020

BUYER’S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	To be intimated later
DATE & TIME OF AUCTION	Auction Date: To be intimated later Online Sealed Bid Time : To be intimated later Online Reverse Auction Time : To be intimated later Auction website : To be intimated later



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This has reference to tender no **BHEL/EDN/DTG/ILL-30/RF/2020 dated 16/01/2020**. BHEL shall finalise the Rates for the COMPREHENSIVE AMC FOR LENEVO PCs through Reverse Auction mode. BHEL has made arrangement with M/s. _____, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. no **BHEL/EDN/DTG/ILL-30/RF/2020 dated 16/01/2020**, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.

- Online Sealed Bid:-

- *Start Time:* To be intimated later
- *Close Time:* To be intimated later

- Online Reverse Auction:-

- *Start Time:* To be intimated later
- *Close Time:* To be intimated later

3. Auction extension time: If a bidder places a bid in the last ----- minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another ----- minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note

that the auto-extension will take place only if a bid comes in those last ----- minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last ----- minutes. In case,



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there is no bid in the last ----- minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to **M/s. _____** with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
- 5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- 6. Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 7. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 8.** Bidders shall be assigned a **Unique User Name & Password** by **M/s. _____**. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from **M/s. _____** to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
- 9. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 10.** Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
- 11.** Computerized reverse auction shall be conducted by BHEL (through **M/s. _____**), on pre-specified date, while the bidders shall be quoting from their



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own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to **M/s. _____**, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor **M/s. _____** is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrement ally reached by other bidders.

- When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid



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amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that then auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids.

- However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from **M/s.** _____ .
14. **M/s.** _____ , shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. **M/s.** _____ , shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to **M/s.** _____ besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. ----- dt. ----- . Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction.



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19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. _____, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



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

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

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

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address:	

City:	PINCODE	STATE
-------	---------	-------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

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

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

Date:

Authorised Signatory:
Designation:
Company Seal

Telephone NO. with STD Code

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
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