

**Bharat Heavy Electricals Limited****(A Govt. of India undertaking)****Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu****DETAIL OF TENDER DOCUMENT****Title: EMAIL AND PROXY SOLUTIONS SUPPORT AND MAINTENANCE**

INFORMATICS CENTRE, BHEL RANIPET, is in the process of finalizing contract for: “EMAIL AND PROXY SOLUTIONS SUPPORT AND MAINTENANCE”

1. The tender documents are detailed as follows

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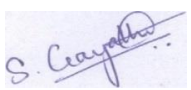
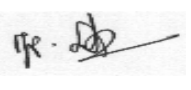
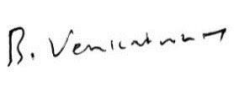
The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tenderer on all the pages and complete in all respects super scribed as

“**Quotation for Tender No. BAP:IC:3205A:2016 DATED 30/04/2016**” should reach us in a sealed cover on or before **21/ 05/ 2016 (14.00 hours)** through Registered / Speed post or the same may be submitted at the following address:-

**Informatics Centre
Engineering Building
BHEL, Ranipet**

Note: Submitting of tender within schedule time and date is the responsibility of the bidder.

3. Technical bid and Price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the “bids” are liable to be rejected.

Prepared by	Reviewed by	Approved by
		
S.Gayathri, Sr, Engr/IC	M P Sivasubranmani, DGM/IC	B Venkateshwar, AGM/IC

Annexure-A**NOTICE FOR INVITING TENDER**

1. Title	EMAIL AND PROXY SOLUTIONS SUPPORT AND MAINTENANCE
2. Tender Evaluation Criteria	As Per Annexure –E
3. Duration of the Contract	One year from the date of award of the contract
4. Other specific requirements	As per Tender
5. Nature of Tender	Open Tender(Two Part)
6. Last date of receipt of the Tender	21/05/2016 14:00 hrs.
7. Date of opening of Techno Commercial Bid	21/05/2016 14:30 hrs.
8. Address for receipt/issue of tender	Dy. General Manager Informatics Centre BHEL RANIPET – 632 406

9. EARNEST MOMENT DEPOSIT (EMD):

An amount of Rs.10,000/- (Rupees Ten thousand only) will have to be paid as EMD(Earnest Money Deposit) either as cash (as permissible under Income Tax Act) at our cash office or as DD/Pay order to be drawn in favor of **“BHEL,Ranipet payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code No:07013) Ranipet, Vellore Dist,TN”**. In case, DD obtained from other banks, the same to be “Payable at Ranipet, Vellore Dist, TN - 632406”.

Offers without EMD, will be rejected.

EMD by the tenderer will be forfeited if,

- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- The tenderer does not commence the work within the period as per LOI/Contract or 15 days after award of contract.

The EMD amount of the unsuccessful tenderers will be refunded normally within fifteen days of acceptance of award of work by the successful vendor.

EMD shall not carry any interest.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per annexure (i).

10. SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as below for the business value as mentioned:

Up to Rs. 10 lakhs : 10%

Above Rs. 10 lakhs up to Rs.50 lakhs: 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

Above Rs.50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The security deposit should be submitted before start of the work.

Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favor of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) 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 favor of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts 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.
- vii) Security Deposit shall also be recoverable at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD amount shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note:

- a) Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favor 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.
- b) The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.
- c) Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- d) All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
- e) No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL
- f) Vendors registered with NSIC will be exempted from depositing Security Deposit amount on submission of proper documents as per annexure (i).

Annexure-B**WORK SPECIFICATION & CONTRACTOR OBLIGATIONS****11.0 SCOPE OF WORK**

The existing mail and proxy setup in BHEL, Ranipet was installed in 2009 and was maintained and supported for the past 7 years. In order to maintain the current setup and to support in case of any issues such that mail and proxy solutions are available without any interruption, it is required to go for maintenance and support of the same for one year.

Existing setup for which AMC is required**Available Resources**

BHEL Ranipet has the following hardware for the current setup.

1. 2 Nos. of HP Proliant BL 460c Blade Servers with 3.0GHz Dual Core, Intel Xeon Dual CPU with 32GB Of RAM having 2Nos. of 72.8GB SAS Hard disks.
2. 4 Nos of HP Proliant DL580 G4 Server with 4 Nos. of 3.0GHz Intel Xeon processors with 8 GB of RAM having 4 Nos. of 146.4 GB SAS hard disks.
3. HP EVA 8000 SAN Storage having 1TB of storage space.
4. One 24 port 10/100/1000 Layer 2 switch for connecting Email and Proxy Servers to the network.
5. 2 Nos of HP BLc Emulex LPe1105 FC HBA Opt Kit.
6. 4 Nos of 15 meters fiber LC-LC patch cords with male connectors on both sides.
7. RHEL 5 Advanced Platform.

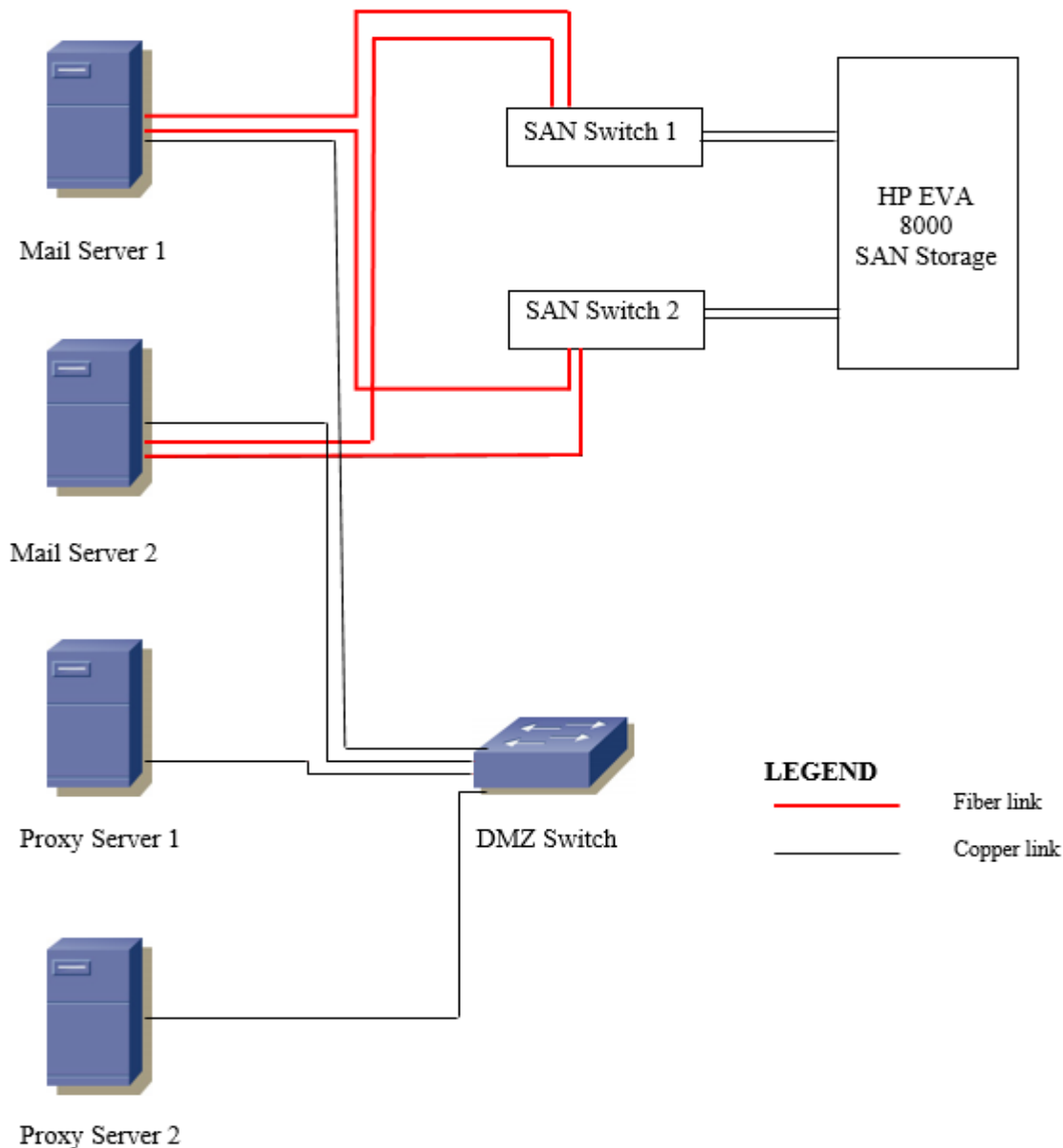
Technical Specifications of Existing Setup at BHEL, Ranipet:**Mail and Webmail**

8. The existing email solution includes Internet Mail as well as the storage connected to these servers
9. Mail includes sending and receiving mails to other domains through Internet and to local domain through LAN. (MTA: qmail – 1.03)
10. Existing SAN storage with 1.6 TB
11. Connectivity of mail server to the two ISP (BSNL 16Mbps and Railtel 6Mbps leased line) available with BHEL.
12. The solution is interfaced with the existing Firewall available at Primary Site.
13. Support for 1600 email users at present and it may go up to 2000 in the next 5 years.
14. Backup and restoration process for data.
15. Backup strategy for email service. (Take backup from HP Data Protector for Email mailbox, MySQL Backup of Horde, LDAP backup)
16. Anti-spam solution (Mail-SpamAssassin-3.3.1)
17. Efficient Virus protection for email (incoming and outgoing) and Internet traffic. (clamav-0.96)
18. Mail Archival solution. (mailarchiva_server_opensource_linux_v1_9_13)
19. Administrator can set quota limit for individual users' mailboxes
20. SSL support with SSL certificate.

21. A web interface is provided to access the email system:
 - The Mail User Agent used is WEBMAIL and the application used for implementing the webmail solution is HORDE. (MUA: Horde Groupware Webmail Edition Revision: 1.2)
 - The web interface works with all versions of Internet Explorer 6, 7, 8, Firefox 2 & 3, and recent releases of Opera and provides versions using Javascript and versions not using Javascript.
22. BHEL ISMS requirements for email is met.
23. Support for various email client software such as Microsoft Outlook, Thunderbird etc.
24. Personal and enterprise wide distribution lists
25. Personal and enterprise wide address books
26. Mail auto respond, auto forward and other rules
27. Log reports and statistics provided
28. Data backup solution provided
29. Disaster recovery for primary mail server failure provided as part of ISMS BCP Procedure.
30. Long term Mail storage on SAN
31. Common mailboxes for requested users on proper approval.
32. User should authenticate to use email service through LDAP (openldap-2.3.43-3.el5)
33. Single copy of message stored for multiple recipients
34. Attachments for all users sent as links hosted in the Intranet.
35. Spam mail delivered to separate mailbox/folder.
36. Pound Reverse Proxy Load Balancing Webserver (Pound-2.4.3-1.el5).

Internet Proxy

1. The Internet gateway allows access control based on
 - Client hostname or IP address
 - Username
 - MAC address
 - Server URL
 - Server name or IP
2. Users authenticate to the gateway to access Internet.
3. Cluster configuration implemented between two proxy servers.
4. Authentication is done through a separate ldap installed in the proxy server.
5. Connection established between proxy server to the two ISP (BSNL 16Mbps and Railtel 6Mbps leased line) available with BHEL.
6. Proxy server LDAP Backup
7. Access based on Black Lists (BLs)
8. Virus/Spyware/Malware scanning for HTTP traffic

Schematic diagram of Current mail and proxy solution**12.0 TERMS AND CONDITIONS FOR THE MAINTENANCE****Technical Support and Maintenance:**

Technical support and maintenance must be provided for a minimum period of one year for the solutions provided.

- Support to be provided on-site with one man power as Resident Engineer.
- The vendor has to maintain necessary Log Book for the work carried out for the entire period. The log book should contain date wise activities done by the Engineer such as

monitoring logs in the server, taking backup on a daily basis, user complaints attended and completed, any changes done in the server such as software upgradation and any patches applied, monitoring server CPU and memory utilization, monitoring disk usage space and disk free space and creation, deletion, modification of user accounts etc.

- c) In case of absence of the RE for more than 1 day, suitable replacement shall be made available by the contractor. For absence of less than 2 days , provide remote support for the period of absence.
- d) Whenever the engineer receives any user complaint, the same shall be sorted out within 1 hour . In case of major problems directly attributable to email and proxy service which cannot be sorted out by the resident engineer, he shall escalate the same to his next level support and the same shall be sorted out within 6 hours.
- e) Qualified Resident engineer will be posted at BHEL Ranipet. The CV of the Resident Engineer shall be got vetted from BHEL Ranipet.
- f) The Resident Engineer posted :
 - 1. Shall be atleast a 4 year BE/BTech degree holder in Electronics/Computers.
 - 2. Shall have knowledge in Linux (RHEL), mail and proxy solutions. (RHEL Certification preferable)
 - 3. Shall have maintained an in-house on premise email and proxy solutions.
 - 4. Shall have experience in Linux, Open source mailing and proxy solutions (preferably qmail and squid). Supporting documents for the same is to be submitted at the time of appointment of the Resident Engineer to BHEL,Ranipet.
 - 5. Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week
 - 6. Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.
 - 7. All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
 - 8. Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
 - 9. Safety precautions should be taken while doing the work.

Maintenance Activities for email and proxy servers:

- a) System monitoring for mail, proxy, webmail and mail archiva server.
- b) High availability mail and proxy solution with active/active.
- c) Maintenance of Email and proxy solutions including reports.
- d) Monitoring of mails, mail traffic, queue clearance, spam and virus traffic, storage, disk space etc...
- e) Monitoring of Internet browsing.
- f) Handle user complaints related to mail, proxy, spam and other email and internet issues.
- g) Provide solutions for changes to be made in the mail or proxy servers on need basis if and only if it is possible without making major changes to the current setup.
- h) User management of spam mails – tag messages as spam or not-spam
- i) Check for status of storage volumes connected to mail server and mail archiva server
- j) Blocking access to sites based on keywords in proxy
- k) Internet access report by user, IP address, site etc
- l) All reports may be provided on daily, weekly or monthly basis.
- m) Maintenance of Pound Reverse Proxy Load Balancing Webserver.

DEDUCTION FOR DOWNTIME

- a) Vendor shall be responsible for maintaining the mail and proxy solution at the uptime of 99% per calendar month. If any down time due to ISP, power, network outage, hardware etc will not be considered for this calculation.
- b) Downtime due to Preventive maintenance, excluded from calculation of uptime.
- c) Downtime due to force majeure will be excluded from calculation of uptime.
- d) Any other downtime will be excluded for calculation of uptime, if mutually agreed in writing by the bidder and BHEL.
- e) Availability shall be calculated as follows.

$$\text{AVAILABILITY (IN \%)} = [1 - (\text{TOTAL OUTAGE HOURS IN MONTH} / \text{TOTAL NO OF HOURS IN MONTH})] \times 100\%$$

Bidder should give uptime guarantee of 99% on MONTHLY BASIS. In case uptime falls below the guaranteed level, BHEL / BAP will impose a penalty. Levy of penalties is without prejudice to other rights and remedies available under this agreement. Levy of penalty will be calculated as under:

Uptime (%) Per Month	Penalty in % of monthly value
>= 99	0
>= 98 and < 99	5
>= 97 and < 98	10
>= 96 and < 97	15
>= 95 and < 96	20
< 95%	25

Annexure-C**QUALIFYING REQUIREMENTS****13.0 Eligibility Criteria for Bidders**

- a) The bidder should be a company/firm that is registered/incorporated in India.
- b) The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect in the format given in Annexure (x).

- c) **AVERAGE FINANCIAL TURNOVER:**

The Average annual financial turnover of the bidder during the last 3 years ending 31st March of 2016 should be at least 118164 lakhs. Supporting documents in form of Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant has to be submitted by the bidder. In case of Accounts or Audit for the FY 2015-16 is not finalised, bidder may submit audited balance sheet and profit and loss account for the past 3 financial years ending 31.03.2015.

- d) **EXPERIENCE** of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

Must have executed at least 3 (three) similar works in the last 7 years in India for minimum Rs 157552 lakhs in each order.

(or)

Must have executed at least 2 (two) similar works in the last 7 years in India for minimum Rs 196940 lakhs in each order

(or)

Must have executed at least one similar works in the last 7 years in India for minimum Rs 315104 lakhs in each order

Note: Similar work means: Installation/Support/Maintenance of Email and Proxy solutions

Documentary Proof means 1) Copy of Purchase order or Letter of intent 2) Work completion certificate referring to the P.O or LOI submitted under (1) above.

- e) Self-certified document-indicating details of customer (Name, Address, Contact person, Phone and Email) as per Annexure (vi).
- f) Bidder should not be under hold or delist or banned by any of BHEL unit as on bid opening date. Bidder should give declaration to this effect in the format given in Annexure (vii)

Annexure-D

INSTRUCTION TO BIDDERS

- There can be only one bid from each Bidder.
- Bidder shall quote for all items in annexure G. Otherwise the offer will be rejected. The contract will be awarded to one vendor for all items and will not be split.
- The bidder should fulfil all statutory like PF, ESI etc., and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the Bidder.
- BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
- Above tender is two part bid System (Techno-Commercial Bid & Price bid)
- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.

a) The Technical bid translated in English if submitted in other official languages of Government of India shall contain

1. EMD

2. Copy of Service Tax registration Certificate, TIN, and PAN.

3. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.

b) The price bid shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.

- Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as **‘Email and Proxy solutions support and maintenance’** and bidder’s Name, Stamp and Signature.
- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Dy. General Manager/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu (State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.
- All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid, price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted , in advance for witnessing the Price Bid opening. The witnessing person shall carry authorization letter under company letter head and seal.

- All entries in the tender documents should be in one ink, corrections, over writing, cuttings etc. will not be permitted. All the annexures should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidder before submission.
- Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per Annexure F.
- The rate quoted will be valid for the period of contract.
- The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
- BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- The Bidder shall submit copy of Tamilnadu TIN no along with the bid. In the absence of Tamilnadu TIN no, BHEL will recover 5% as WCT.
- The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Annexure E

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

- The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
- Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
- The price bid shall be evaluated as a package and not as line items.
- The contractor shall be awarded the work on overall L-1 basis.
- In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure F.

Annexure F**GENERAL TERMS & CONDITIONS OF TENDER****14.0 Amendment of bidding documents**

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

15.0 Late Bids

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

16.0 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.

17.0 Price and Validity:

- a. Base price shall be firm throughout the tenure of the contract. Applicable taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. Any variation in applicable taxes arising during the tenure of contract, LOI shall be amended accordingly. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- b. Price should be valid for a period of ninety days (90 days) from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure.

18.0 Payment Terms:

Payment will be made on quarterly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre.

19.0 Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The documentary evidence should comprise the following documents:

- ☐ Copy of service tax Registration certificate.
- ☐ Copies of challans for deposit of service tax.
- ☐ A certificate from the vendor that the tax collected from BHEL has been remitted to tax authorities and the certificate should be signed by the authorized official of the contractor mentioning name and designation.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

20.0 Due recovery :

BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

21.0 Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure (iii).

22.0 Discrepancy in “words “ & “ Figures “ :

- 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 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.
- 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 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.

23.0 Service Level Agreement:

Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 100 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure (xi).

24.0 Risk & Cost/Penalty:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Ranipet shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

25.0 Settlement of Dispute/Jurisdiction/Arbitration etc:

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

26.0 Confidentiality

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

27.0 Termination

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

28.0 Suspension

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

29.0 Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligation under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, flood, earthquakes, strikes(s) lockout(s), epidemics, riots, civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within 15 days of such

occurrence and cessation. If the force majeure conditions continue beyond THREE months, the parties shall then mutually decide about the future course of action.

30.0 Reverse Auction:

“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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid” in the Reverse Auction. 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 guidelines in vogue.”

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with

BHEL shall be opened as per BHEL"s standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. 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*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

MSME CERTIFICATION**Annexure i**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- Valid NSIC certificate or
- Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This _____ is _____ to _____ certify _____ that
M/s. _____,

(hereinafter referred to as 'Company') having its registered office at _____

_____ is registered under MSMED Act 2006, (Entrepreneur memorandum No (Part-II) _____ dtd: _____

Category: _____ (Micro/Small). (Copy enclosed)

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

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

Rs. _____ Lacs

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

Rs. _____ Lacs

(Strike off whichever is not applicable)

The above investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006 **(Or)**

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is _____ (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Annexure iii

NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company 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's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name:

Company:

Signature:

Annexure iv**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR										
	PAN										
02	VENDOR CODE (as in WORK ORDER)										
03	Details of Bank Account:										
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)										
B)	BANK TELEPHONE NUMBER (WITH STD CODE)										
C)	BANK BRANCH CODE										
D)	MICR CODE										
E)	ACCOUNT NUMBER										
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT									
G)	VENDOR NAME AS PER BANK RECORDS										
H)	BANK BRANCH RTGS IFSC CODE										
I)	BANK BRANCH NEFT IFSC CODE										
J)	VENDOR'S E-MAIL ID (give two ids)										
K)	NAME OF AUTHORISED SIGNATORY										

CERTIFICATE

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: _____

(Manager / Officer's

DATE:

(Signature Under Bank stamp)

Authorization no:

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorized Signatory and certified by Banker.

Annexure v**ANNUAL TURNOVER OF BIDDER**

Sl.No.	Financial Year	Turnover (In Rs. Crores)
1		
2		
3		

Note: During the last 3 years ending 31st March of the previous year

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

COPY OF MAJOR ORDERS RECEIVED IN LAST 7 YEARS

S.No.	Organization Name	Contact Person (Name, Address, Contact person, Phone and Email)
1		
2		
3		
4		
5		

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

CONFIRMATION ON NOT HOLD/DELISTED/BANNED

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for <tender title >.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

DECLARATION FROM BIDDER

We hereby declare and confirm that we have understood the works as per tender **<tender ref no>** and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works.

Also we declare that, we fully comply with all the requirements of the tender and confirm our willingness to participate in RA process if BHEL decides to go for RA.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

Annexure ix**UN-PRICED BID FORMAT**

Sl No	Description	Basic Price in Rs.	Applicable Tax (in %)	Tax Amount in Rs.	Total Amount in Rs.
1	Mailing & Proxy Solution Support for 1 Year: Resident Engineer at BHEL for L1-L2 Issues and Professional Support (L3 & Above Issues)				
GRAND TOTAL					

Note:

- Bidder has to clearly specify the Tax in % in the format given and fill the remaining blanks in all the columns as 'Quoted' and submit this filled page also while submitting for the Price Bid.
- In Un-Priced Bid, Please do not fill any prices. Only TAX in % needs to be filled.

Annexure x

CONFIRMATION OF NOT BANKRUPTED

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for <tender title>.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

Place:

Date:

Annexure xi

Contract Ref:

Agreement for <Tender Title>

This agreement made on this ----- day of ----- 2016 between M/s -----, incorporated under Companies Act, 1956 and having its Registered office at ----- (hereinafter called the 'Company' which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees) of the one part, and the BHARAT HEAVY ELECTRICALS LTD, Ranipet – 632406, incorporated under the Companies Act, 1956 and having its Registered Office at BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assignees) of the other part.

Whereas 'Company' is in the business of providing <nature of work> and whereas the 'BHEL' has placed an order <loi ref no and date> on Company for <tender title> for a period of <duration of contract> as per contract <loi ref no and date> and 'Company' has agreed to provide <tender title> to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract <loi ref no and date>. This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide <tender title> at BHEL, Ranipet for a period <duration of contract> in consideration of the payment as per Terms and Conditions of the Contract.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

<payment terms as in loi>

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all

data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

- 8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.
- 8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

- 9.1 The Contract No: <loi ref no and date> forms part of this agreement along with the references mentioned therein.
- 9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of <year>

Annexure ii**PRICE BID FORMAT**

Sl No	Description	Basic Price in Rs.	Applicable Tax (in %)	Tax Amount in Rs.	Total Amount in Rs.
1	Mailing & Proxy Solution Support for 1 Year: Resident Engineer at BHEL for L1-L2 Issues and Professional Support (L3 & Above Issues)				
GRAND TOTAL					

Note:

- **BHEL will reimburse applicable taxes like VAT, Service tax etc. on 100% of the base price only.**
- **VAT+ST should not exceed 100% of the base price.**