



**SERVICE
ENQUIRY
(IMPORTS)**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - Fossil Boilers
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PAGE: 1 /2

	Enquiry No	Enquiry Date	Due Date for Quotation
	2651500019	06.10.2015	02.11.2015
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order.			

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ITEM NO	ITEM DESCRIPTION	Delv Date	Quantity	UOM
10	Web content filter			
SINo	Description	Delv Date	Quantity	UOM
10	Web content filter	30.11.15	2.000	AU
20	Annual Maintenance of Web content filter			
SINo	Description	Delv Date	Quantity	UOM
10	Annual Maintenance of Web content filter	30.11.15	5.000	AU
30	Web content filter Licence (Annual)			
SINo	Description	Delv Date	Quantity	UOM
10	Web content filter Licence (Annual)	30.11.15	5.000	AU

General Note :

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.

Note:

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid + Checklist (Annexure-A) + Unpriced bid indicating taxes & duties (Annexure-B) in a sealed cover super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as "PRICE BID / PART-II"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and send all the Annexures as indicated in the list of attachments. Annexure-A & Annexure-B (with taxes and duties, without indicating prices) should be filled and submitted along with the technical bid, else your offer is liable for rejection.

<p>The offers should reach us before the time of opening of tenders. The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.</p>	<p>Yours faithfully, For BHARAT HEAVY ELECTRICALS LIMITED</p> <p>P.G. ABRAHAM VICTOR Senior Manager Purchase / MM / MFG Fossil Boilers BHEL, TRICHY - 620 014.</p>
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BHARAT HEAVY ELECTRICALS LIMITED

PAGE: 2 / 2

(A Government of India Undertaking)
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TAMILNADU (INDIA)

2651500019 / 23505

3. Offers with validity of less than 120 days and non-acceptance of LD & RP clause and reverse auction will lead to rejection of submitted offer.
4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.
5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical and commercial evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-I/Point no.14)
7. Order shall be placed on single vendor on cumulative L1 basis for total machines.
8. BHEL will consider MSME vendor as per Government guidelines.
9. Vendors are requested to avoid the following points while submitting the Bid Documents:
 - a) Loose or spiral bound bid documents are not encouraged.
 - b) In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.
10. If offer is received from both OEM/Manufacturer and authorized dealers or Agent, then OEM/Manufacturer offer will only be considered and respective dealer's or Agent's offer will be ignored.
11. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

List of Attachments:


1. Qualification Criteria_ 6 Pages
2. Technical Specifications_Annexure-I, 5 Pages
3. No-Deviation Certificate_Annexure-I
4. Third Party Non-Disclosure Agreement_Annexure-III
5. CA certificate for MSE vendor-Annexure-IV
6. Commercial Terms & Conditions_Annexure-A/4 pages
7. Model Price format Annxure-B

Enclosures :

"LD clause has to be confirmed without fail."

The offers should reach us before the time of opening of tenders.
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


P.G. ABRAHAM VICTOR
Senior Manager
Purchase / MM / MFG
BHEL, TRICHY - 620 014

BHEL TIRUCHIRAPPALLI
INFORMATION AND COMMUNICATION TECHNOLOGY

RFQ for Web content filter at BHEL – Tiruchirappalli

Index

1	General	1
2	Eligibility Criteria.	2
3	Special Instructions to the Bidder	4
4	Scope.	4
5	Technical Specification	5
	Annexures I, II, III, IV	

1. GENERAL

BHEL is a large engineering and manufacturing enterprise in India in the energy-related/infrastructure sector. BHEL was established more than 50 years ago.

BHEL's Trichy unit is providing total boiler solutions for utility, industrial, captive power and heat recovery applications. It also manufactures Valves for Power and Industrial applications, Soot Blowers and Seamless Steel Tubes.

The BHEL Trichy LAN consists of 5000 nodes spread over a geographical area of 9 Square Km including 200 nodes installed at a sister unit, 100 Km away from Trichy which is connected through MPLS.

BHEL – Trichy proposes to procure two Web content filter appliances and deploy across the LAN for Secure Internet access. The appliance will have Proxy and URL Filtering feature with more than 50 categories.

The Content filter appliance shall protect Web-surfing PCs from infection with a comprehensive protection against spyware and malware infected site, shall have URL filtering capability with category wise blocking and shall enforce company policy for Internet access.

The URL filtering license and maintenance support for the Content filter appliances shall be for a period of 5 years and extensible upto 2 years based on requirement.

2. ELIGIBILITY CRITERIA

The bid is open to both OEMs and System Integrators to participate.

In case OEM bids, then the OEM should fulfill the criteria set out below for “Bidder” as well as “OEM”.

Eligibility criteria for Bidder

1. The bidder should be a company/firm that is registered/incorporated in India.
2. The bidder should be an authorized partner of the OEM of the web content filter appliance.
3. The bidder should have positive networth for the last three years. Balance sheets should be submitted.
4. The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect.
5. The bidder should have supplied and deployed web content filter solution during the last 5 years, as on the date of bid opening, in any one of the following categories:
 - a. At least three installations each with order value of not less than Rs. 25 Lakhs,

Or
 - b. At least two installation each with order value of not less than Rs. 30 Lakhs,

Or
 - c. At least one installation with order value of not less than Rs. 50 Lakhs.
6. The bidder should provide evidence that they have supplied and deployed any web content filter solution before 3 years, as on the date of bid opening.
7. The bidder should provide evidence that they have supplied and deployed any web content filter solution during the last 3 years, as on the date of bid opening.
8. PO copies along with the commissioning certificates (for points 5, 6 and 7) should be enclosed. POs and evidences shall be in the name of bidder. POs and evidences in the name other than that of bidder shall not be considered. The contact details of the customers should be provided for verification.

9. The bidder should have implemented at least one installation of web content filter solution with minimum 1000 user licenses.
10. The bidder should have professionals experienced in implementing and deploying web content filter appliance.
11. The bidder should not be under Hold or Blacklist by any of BHEL units as on bid opening date, for any of product or service related to Software/hardware supply. The bidder should give a declaration on this.
12. The bidder should provide committed support for quoted solution for a minimum period of 5 years from OEM in writing. The bidder should have back-to-back arrangement with the OEM.
13. Authorisation letter from the OEM shall be enclosed to participate in this tender.
14. The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria clause 6 and 7.

Eligibility criteria for OEM

1. OEM should be figuring in the latest release of Gartner's Magic Quadrants for Secure Web gateway (content filter) as Leader or Challenger .
2. OEM should have a registered office in India.
3. OEM should have a Technical Assistance Center in India.
4. If the OEM is operating through System Integrators, then the OEM should have more than one authorized implementation partners in India.
5. OEM should have successfully implemented at least 2 installation with 1000 users URL Filtering license in India.

Note:

1. Certificates and evidences should be provided as a proof for all the above mentioned eligibility criteria. (PO date will be taken as reference for computing the period of eligibility in all the above criteria)
2. If the bidder and OEM do not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.

3. SPECIAL INSTRUCTIONS TO THE BIDDER

1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.
2. 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.
3. The bidder shall give cross reference for all the points, clearly mentioning the supporting document and highlight the reference portion in the document.
4. All software updates and upgrades shall be provided during the entire contract period at no extra cost. The bidder shall give commitment letter in this regard.
5. Next day replacement should be available for device failure.
6. BHEL will provide only power and rack space for implementation of the solution. Any other requirement like servers, database software & license, OS & license etc. should be bundled with the solution along with the bid.
7. The appliance cost + maintenance cost for the first year + License cost for the first year should not be more than 60% of the total cash outflow for the period of 5 years.
8. The AMC for appliance + user license cost from 1st to 5th year should be equally distributed across 5 years. The payment will be made annually.

4. SCOPE

1. The scope of the project includes supply and deployment of the web content filter solution at BHEL Trichy, the installation includes all the necessary initial setup and deployment to all the users.
2. The vendor shall configure both the appliance in high availability cluster for automatic failover and demonstrate the same.
3. The vendor shall install latest patches/firmware required for the device.
4. The vendor shall integrate Active directory with the appliance enabling single sign-on for AD users in LAN.
5. The vendor shall configure all the Network parameters.
6. The vendor shall create all the rules/policies and assign them to the corresponding active directory group.

7. The vendor shall design the backup policy and document the procedure for the same.
8. The vendor shall demonstrate all the features specified in the technical specification of the document.
9. The vendor shall provide the documentation and procedure for initial setup, Installation and configuration of the Content filter solution.
10. The vendor shall give a two day training on the product to BHEL Technical team in BHEL's premises.
11. Stable version upgrades and patches shall be incorporated in to the solution whenever the OEM releases new version upgrades and patches.
12. Installation and complete configuration support shall be extended by the vendor, whenever any updates/upgrades for the software/firmware takes place without downtime.
13. Support level escalation matrix shall be provided.
14. The vendor shall make quarterly visits to BHEL to audit the health status of the solution and must submit a report on the same.
15. Telephonic support shall be extended by vendor whenever required. In the event of problem not being solved, the vendor shall provide onsite support and resolve the issue.
16. The vendor shall provide a portal support details/login of OEM for creating support case.
17. The vendor shall name a technical person exclusively for the service and support for BHEL.
18. The vendor shall provide direct support and shall not have a third party sub contract for the support and service.

5 .TECHNICAL SPECIFICATION

Refer Annexure – I for Technical specification of the web content filter solution. The bidder must comply to the speciation listed.

Annexure I			
Technical Specifications for Web content filter Appliance			
Sr No	Specifications	Products	Remarks
General			
1	The proposed solution should be of Appliance based architecture.		
2	The OEM should be figuring in the latest release of Gartner's Magic Quadrants for Secure Web gateway (content filter) as Leader or Challenger.		
3	The solution should include High Availability feature, i.e., Active/Passive or Active/Active (redundant Hardware), minimum two appliances shall be supplied and installed in BHEL Trichy campus.		
4	The solution should be supplied with 1000 users license. The solution should be capable of handling 1000 concurrent users, scalable upto 1500 concurrent users on a single appliance. The number of unique IP address (host) handled by the appliance will be 2000, scalable upto 3000.		
5	The solution should include supply of URL filter License for the concurrent users for a period of 5 years. Even in case of failure of one appliance, the running appliance should continue to serve 1000 concurrent users scalable upto 1500 users.		
6	The bidder should indicate the price for license in slabs of 100, beyond 1000.		
7	The existing users in Bluecoat proxy SG 510 should be migrated to the new solution within 10 days from the day of installation of both the appliances in cluster.		
8	Onsite installation of appliance and migration activity is the scope of the bidder.		
9	The bidder must ensure complete validity and support of the product from OEM for 5 years from the date of commissioning of the solution.		
10	The solution should have IPv6 compliant.		
11	The solution should cover updates, upgrades and subscription for a period of 5 years from the date of commissioning of the solution.		
Appliance Specifications			
1	The appliance should be equipped with sufficient Memory & Flash to handle the load for the number of concurrent users specified.		
2	The appliance should be capable of storing the system logs on the appliance.		
3	The appliance should have minimum of 2 x 1 GbE Copper ports.		
4	The appliance should have inbuilt HDD with a minimum usable storage capacity of 500GB		
5	The appliance should have a minimum of 16GB inbuilt memory.		
6	The solution should have option to connect to two different power sources.		
7	The appliance should have diagnostic network utilities like trace route, ns lookup, dig and TCP dump/packet capture.		
8	The solution should have the option to configure both Ipv4 and IPV6 IPs for the clients to access.		

Annexure I			
Technical Specifications for Web content filter Appliance			
Sr No	Specifications	Products	Remarks
9	All configurations relevant to IPv6 should be done by the bidder as per BHEL's requirement.		
10	The solution should support NTP, SNMP, VLAN tagging on a port etc.		
11	The solution should have facility to check the health monitoring status of the appliance like CPU usage, Memory usage , Interface utilization etc		
12	The solution should have Inbuilt Caching Mechanism . Minimum of 100 GB cache should be provided. Should be able to show the details like Total Cache capacity, Cache usage and hit ratio.		
13	The solution should be capable of processing at least 100 Mbps throughput (HTTP/HTTPS/FTP).		
14	The appliance should be capable of handling atleast 200 HTTP/HTTPS/FTP requests per second (mention the exact number of requests supported per second).		
15	HA : In case of failure of one appliance the user sessions should be automatically routed to the failover appliance without any manual intervention.		
16	Facility should be provided to synchronise the configurations between primary and the secondary appliances.		
Web content filter features			
1	The solution should be a Fast Web Proxy and should support HTTP, FTP and HTTPS proxy. The solution should also support HTTPS scanning.		
2	The solution should scan all Incoming traffic, should effectively mitigate malware that attempts to bypass proxy and should block any malicious outbound traffic.		
3	The solution should have functionality to control web 2.0 and real time content categorization.		
4	The solution should provide Web Reputation Filters that examine every request made by the browser.		
5	The solution should have URL database which should have at least 15 million sites and minimum 50 + pre-defined categories.		
6	URL database should be updated regularly by the OEM automatically.		
7	The Web Reputation Filters should have capability to analyze web traffic and network-related parameters to accurately evaluate the trustworthiness of a URL or IP address.		
8	The solution should detect and block spyware activity trying to connect to the outside Internet through proxy. The solution should effectively mitigate malware that attempts to bypass proxy.		
9	The solution should have inbuilt virus engine to block any Virus activity in HTTP, HTTPS and FTP traffic.		
10	The solution should be capable of dynamically blocking a legitimate website which has become infected and unblock the site when the threat has been removed.		

Annexure I			
Technical Specifications for Web content filter Appliance			
Sr No	Specifications	Products	Remarks
11	The solution should have inbuilt malware engine to block malware threats.		
12	The solution should block web based threats, like adware, browser hijackers, phishing, pharming, rootkits, trojans, worms, system monitors and keyloggers.		
13	The solution should detect Phone Home attempts occurring from the entire Network.		
14	The solution should provide facility to define different bandwidth or quota for per user/per user group, per IP address/per IP address group, under different schedules.		
15	The solution must be capable of blocking the following types of applications and sites: P2P, VoIP, Games, Remote Control, Chats, Torrents, Instant Messaging Sites, malicious sites and Proxy avoidance sites.		
16	The solution should support creation of custom URL categories for allowing/blocking specific destinations as required by the organization.		
17	The solution should support application control such as blocking specific versions of browsers.		
18	The solution should have facility to enable Real Time Dynamic categorization to classify URLs in real time, in case the URL the user is visiting is not already under the pre-defined or custom categories database.		
19	URL check & submission - Provision should be available to check URL category and submit new URL for categorization.		
20	The solution should have facility for End User or administrator to report to OEM, in case of mis-categorization of URL.		
21	File download restrictions: The solution should be capable of blocking file downloads based on MIME File types.		
22	Time based : The solution should be able to allow/restrict time based internet access based on per user/per user group		
23	DNS Splitting : The solution should support configuration to use split DNS. It should be able to refer to different DNS for Different Domains (e.g. root dns for all external domains and internal DNS for organization domain).		
24	The solution should allow to deploy the appliance in explicit proxy as well as transparent mode.		
25	The solution should support explicit forward proxy mode deployment.		
26	The solution should also support transparent mode deployment using WCCP		
27	The solution should have facility to inform end user with notification page informing them of organization internet usage policies and provide reasons as to why they have been blocked. (The page should be customizable by the administrator).		

Annexure I			
Technical Specifications for Web content filter Appliance			
Sr No	Specifications	Products	Remarks
Client/Browser support			
1	The content filter should be accessible from IPv6 only clients/desktops also.		
2	Apart from http access from popular web browsers, the solution should allow FTP clients like Filezilla/Winscp to access FTP Sites.		
User authentication and Active directory Integration			
1	The solution should integrate with existing Windows Active Directory server for user authentication.		
2	The solution should support automatic transparent Single Sign On for user authentication.		
3	The solution should support Multiple Auth Servers / Auth Failover using Multi Scheme Auth (NTLM, LDAP etc).		
4	The solution should support configuration of at least two authentication servers, so that, in case of failure of one authentication server, the other authentication server should authenticate without any manual intervention.		
5	The solution should be able to define access to internet, based on client IP addresses, range of IP addresses and IP subnets.		
6	The solution must support user based policy configuration for security and Internet access based on Active directory groups. This allows administrator to define user or group based access policies to Internet.		
Management Features			
1	Secure Web Based management - The appliance should be manageable via HTTP or HTTPS Management console.		
2	CLI based management - The appliance should be manageable via command line using SSH/Telnet.		
3	Serial Console access - The appliance should have serial console access connectivity.		
4	The solution should have the provision to backup and restore the appliance configuration to local disk or remote host.		
5	Admin access restriction - Access to management console GUI should be restricted based on IP addresses or range of IP addresses.		
6	The Management console provides Security administrators with a comprehensive, up-to-date view of threat characteristics and response, user activity, network load, system stats.		
7	Admin access logs, Event logs and System logs should be available in the appliance.		

Annexure I			
Technical Specifications for Web content filter Appliance			
Sr No	Specifications	Products	Remarks
Notification, Reporting and logging			
1	The solution should have reporting solution bundled.		
2	The solution should provide connection-wise reports for user, source IP, destination IP, source port, destination port and protocol.		
3	User Report should be Informative and exhaustive on User Activity and URL filtering activities. The report should give details of :		
3.1	Top web browsing users by page and bandwidth, categories per page views, sites viewed by users, sites blocked, malware request blocked by sites, Search engine usage etc.		
3.2	Graphical report should be provided for the above.		
4	Web Browsing request per day of a week, per hour of day.		
5	Bandwidth Reports should contain reports on Bandwidth Consumed / Bandwidth Saved for an hour/day/week.		
6	Details of browsers and version used from client machines.		
7	List of clients with potential threats.		
8	The solution should have customizable email alerts, automated report scheduling and message alerts.		
9	The solution should allow exporting of reports in PDF and Excel format.		
10	The solution should forward logging information of all modules to syslog servers.		
11	The solution should be able to transfer the logs to a remote FTP server or remote database.		
12	The report should give detailed proxy access logs that can be searched via filters, for easy location of any desired access of the user.		
13	The retention period of the reporter details should be for a period of atleast 30 days with no db size limitation . The retention period should also be customizable. (The database license should be bundled with the solution).		
Technical support			
1	Remote support from OEM should be available via India Toll free and email (Should be 24x7)		
2	OEM Support Portal access should be provided for Case management, knowledgebase, new version information, tools, download of Patches, Updates and Upgrades etc.		
3	The bidder should provide direct support and should not engage a third party for support and service.		
4	Next business day support shall be available for appliance with instant replacement.		

Annexure-II

No Deviation Certificate
(To be given in bidder's letter head)


Ref: BHEL's Enquiry No. _____ Dated _____

It is Certified that the offered solution vide Enquiry No. _____ dated _____
_____ in response to BHEL's enquiry mentioned under reference has no Technical
deviation from the requirement of BHEL, Trichy given vide the Technical Specification
(Requirement).

Date:

Bidder's Signature with seal

Annexure-III

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE	Doc.No. : ISMS-04/TP/011	
	AGREEMENT	Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY 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, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy 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, Trichy 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, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy '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, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy 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.

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

Name

Company

Signature

[Restricted Use]

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 on
date..... 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

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI
CAPITAL PURCHASE

Annexure-A

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

CHECK-LIST FOR VENDORS

SI No	DESCRIPTION
1.	<p>The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"> ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. <p>All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "Part I and Part II of Enquiry No., due date of opening" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>Offers will be accepted & received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered.</p> <p>The Tenders should be addressed to the following address to</p> <p align="center">The Tender Opening Cell/MM Room No-26 , Building – 24 , Ground Floor Bharat Heavy Electrical Limited Tiruchirapalli- 620014 .</p> <p>In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no 26 .</p> <p>Vendors are requested to avoid submission of offers thro email / fax . In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only "tender_cell@bheltry.co.in "</p> <p>As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender's distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening</p> <p>Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.</p>
2.	<p><u>OPENING OF TENDERS</u></p> <p>The Part I- Technical & commercial bid would be opened on the Tender opening date.</p> <p>Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I (Point no.14).</p> <p>Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA</p>
3.	<p><u>TAXES AND DUTIES :</u></p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p>Income Tax applicable</p> <p>Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the bidder.</p> <p>Income tax depreciation will be claimed by BHEL</p>

No row shall be left blank. Please indicate NA, in case the item is “not applicable”		Vendor's confirmation
4.	Validity: Validity of the offer should be 120 days from the date of tender opening.	
5.	Release of Purchase Order: ➤ Order shall be placed on single vendor on cumulative L1 basis ➤ Separate order will be issued for supply & service (software License & Annual maintenance)	
	Payment terms <u>For Supply</u> Payment will be released within 45 days on delivery of web content filter solution & annual license fee against submission of 10% Performance Bank Guarantee* (PBG) valid for a period of 5 years *(PBG amount should be 10% of web content solution value + 10% of annual license fee) <u>For Annual maintenance</u> Payment will be made at the end of each year against submission of invoice.	
	Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.	
6.	Performance Bank Guarantee (PBG): The Bidder, in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for a period of 5 yrs from the date of receipt / acceptance / commissioning of the software at BHEL, Tiruchi with a claim period of additional two months. The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks. LIST OF CONSORTIUM BANKS 1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD. LIST OF NATIONALISED BANKS 1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB & SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER & JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK <u>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</u>	
7.	Liquidated damages (LD): The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ will be applicable to the delays attributed to vendor. If the vendor fails to deliver the equipment/software license within the delivery period, a penalty @0.5% per week or part of the week (subject to a maximum of 10% of PO value) will be recovered. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
8.	Risk Purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
9.	Delivery terms and evaluation process: Delivery Terms-FOR Destination Place of Delivery and Consignee: ICT department, BHEL Trichy Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)	
10.	Test certificates / Operating and Maintenance manuals: The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.	

11.	<p>Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at bidder's works (or) at BHEL destination or at any other place in India indicated by BHEL as the case may be. The bidder will not charge for the facilities provided for inspection of goods. The final inspection and acceptance of the project will be carried after installation of the equipment at BHEL, Destination.</p>	
12.	<p>Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.</p>	
13.	<p>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</p>	
14.	<p>Reverse Auction (RA): BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. 2. 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. 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained. 4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event. 6. 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 vendor to enable them to fill-in the price and keep it ready for keying in during the Auction 7. Reverse auction will be conducted on scheduled date & time. 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network. 9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail. 10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure. 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. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction 13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u> 14. 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. <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
15.	<p>Non-Disclosure Agreement The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as Annexure-III.</p>	
16.	<p>ARBITRATION All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.</p>	

17.	Special Provisions for Micro and Small Enterprises (MSE)			
<p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part 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 (Format enclosed as per Annexure - IV) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.</p>				
18.	<ul style="list-style-type: none"> ➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used. ➤ Incomplete offers will not be considered for further processing Fixed price: ➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units. ➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL. ➤ All items / Services including concerned personnel for carrying out the installation and commissioning of the software shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified. ➤ The vendor shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost ➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. 			
19.	Company Details & Contact			
Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)				
Company Email ID:		Phone No.:		
Fax No		PAN No		
CST /TIN No		Service Tax No.		
Name of the contact person:		Mobile No.:		
e-mail ID				
20.	Blank price bid format (Annexure-B) indicating applicable percentage of taxes & duties shall be submitted along with Part-I			
<p>For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <pgavictor@bheltry.co.in></p>				

NOTE

- a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is “not applicable”**

Declaration:-

I/We have gone through and understood the ‘General guidelines & instructions to bidders for submitting offer’ enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

Name:

Signature with date:

(AFFIX OFFICIAL SEAL HERE)

Designation:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

MODEL PRICE BID FORMAT

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No	Description of item	Unit (SET/No)	QTY	Rate /Qty in Rs. (excluding of all taxes)	% of VAT/CST	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
1	Supply of web content filter solution as per the specification	No	2					
2	Annual Maintenance charge for web content filter solution	Year	5					
3	Annual User license charge for the web content filter solution	Year	5					

No separate charge for delivery & installation support

Signature & Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"