



ISO 9001-2000, ISO 14001 and
OHSAS 18001 certified company

Sub-Contract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

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TENDER ENQUIRY NO: BHEL/PSNR/SCP/RD/E-2524

DATE: 18.12.2013

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation from **Developer of the quoted item /Authorized dealer only** in **two part bid system** for the following item required at **BHEL –PSNR (HQ), IT DEPTT.** as follow:

Enquiry No.	DESCRIPTION	LAST DATE OF TENDER SUBMISSION & OPENING	DELIVERY SCHEDULE
BHEL/PSNR/SCP/RD/ E-2524	SSL VPN SOFTWARE WITH 25 NOS. CCU LICENCES INCLUDING INSTALLATION, MAINTENANCE AND COMPREHENSIVE ON SITE SUPPORT FOR TWO YEARS.	08.01.2014 AT 1530 HRS.	Within 2 WEEKS from the date of PO

1).DESTINATION FOR SUPPLY IS AS FOLLOWS:

(i) BHEL-PSNR Office, IT DEPTT. , PLOT NO.25, SECTOR 16A, NOIDA-201301, U.P.

2).QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

1. ORIGINAL SOLUTION PROVIDER OF THE QUOTED SOFTWARE OR THEIR AUTHORIZED DEALERS/DISTRIBUTORS SHALL BE INVITED FOR PARTICIPATION IN THIS TENDER.
2. ATLEAST ONE PO COPY IN LAST 3 YEARS (FROM THE DATE OF BID SUBMISSION) FOR THE SUPPLY OF QUOTED SOFTWARE.

Note: Necessary documents as proof of above may be provided for sl.no.2.1 and 2.2.
Authorized dealer shall furnish the authorization certificate of OEM.

3).NOTES:-

The Tender Document comprise of following;

- a. ANNEXURE- 1 (TECHNICAL SPECIFICATIONS)
- b. ANNEXURE-2 (IMPORTATNT NOTES)
- c. ANNEXURE-3 (SPECIAL TERMS & CONDITIONS)
- d. ANNEXURE-4 (GENERAL TERMS & CONDITIONS)
- e. ANNEXURE-5 (UNPRICE FORMAT)
- f. ANNEXURE – 6 (PRICE SCHEDULE)
- g. ANNEXURE – 7 (CERTIFICATE FOR NO DEVIATION)
- h. ANNEXURE – 8 (FORMAT FOR BANK DETAILS)
- i. ANNEXURE-9 (NON DISCLOSURE AGREEMENT)

4).ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

1. Amendments/Clarifications/Corrigenda/Errata, etc. issued in respect of the tender documents by BHEL.
2. Tender Enquiry
3. Price Schedule as per annexure-6
4. Technical specifications as per annexure-1
5. Special Terms and Conditions as per annexure-3
6. General Terms and Conditions as per annexure-4

ANNEXURE-“1”**SSL (SECURED SOSCKET LAYER) VPN SPECIFICATION**

<u>S. No.</u>	<u>Category</u>	<u>Description</u>	<u>Compliance Required</u>	<u>Compliance Yes / No</u>	
A	<u>LICENSING</u>		-	<u>YES</u>	<u>NO</u>
<u>1</u>	-	<u>Must Support concurrent user based licensing</u>	<u>√</u>	-	-
<u>2</u>	-	<u>Available as software ISO</u>	<u>√</u>	-	-
<u>3</u>	-	<u>Available as Virtual Appliance</u>	<u>√</u>	-	-
<u>4</u>	-	<u>Available as hardware appliance</u>	<u>√</u>	-	-
<u>5</u>	-	<u>Different licenseing packs supported (All access modes, Endpoint Security, Spikes Licenses, Unlimited Users Licenses.)</u>	<u>√</u>	-	-
B	<u>VPN GATEWAY FEATURES</u>		<u>√</u>	-	-
<u>1</u>	-	<u>Should run on hardened OS</u>	<u>√</u>	-	-
<u>2</u>	-	<u>Can be deployed in DMZ, Parallel to Firewall, in-front of Firewall, in LAN</u>	<u>√</u>	-	-
<u>3</u>	-	<u>Must have Built-in VPN load balancing</u>	<u>√</u>	-	-
<u>5</u>	-	<u>Must support Integrated CA</u>	<u>√</u>	-	-
<u>6</u>	-	<u>Must support basic Application Load Balancing</u>	<u>√</u>	-	-
<u>7</u>	-	<u>Should come with unlimited maximum CCU support</u>	<u>Unlimited</u>	-	-
<u>8</u>	-	<u>Must have built-in Remote Support Feature</u>	<u>√</u>	-	-
C	<u>AUTHENTICATION</u>		-	-	-
<u>1</u>	-	<u>Must support Multiple Levels of Authentication</u>	<u>√</u>	-	-
<u>2</u>	-	<u>Must have Local Database Authentication (User provisioning via mail, Password policies)</u>	<u>√</u>	-	-
<u>3</u>	-	<u>External Authentication Server Support (AD/LDAP, RADIUS- PAP, One Time Password Tokens)</u>	<u>√</u>	-	-
<u>4</u>	-	<u>Must support Authentication Server Cascading</u>	<u>√</u>	-	-
<u>5</u>	-	<u>Must support fetching group information from external Authorization Servers</u>	<u>√</u>	-	-
<u>6</u>	-	<u>Must support blocking selected groups to login</u>	<u>√</u>	-	-
<u>7</u>	-	<u>Client certificate based authentication (Support certificate users provisioning from portal, support secure certificate provisioning vai e-mail, User Enrollment, Anti spoof user certificate, Secure certificate generation)</u>	<u>√</u>	-	-
<u>8</u>	-	<u>Must have Strong Authentication scheme for Administrators (not simple username / password)</u>	<u>√</u>	-	-
D	<u>AUTHORIZATION</u>		-	-	-
<u>1</u>	-	<u>Must support Multiple Levels of Authorization</u>	<u>√</u>	-	-

<u>2</u>	-	<u>Authorization based on (User role, Endpoint scan results, Authentication method chosen, Time of access, source of IP address, MAC address, Endpoint machine Identity, Location of Endpoint Machine)</u>	<u>√</u>	-	-
<u>3</u>	-	<u>Must be able to resolve multiple group membership</u>	<u>√</u>	-	-
<u>4</u>	-	<u>Should hide applications on portal if not accessible</u>	<u>√</u>	-	-
<u>E</u>	<u>MANAGEMENT, REPORTING AND AUDITING</u>		-	-	-
<u>1</u>	-	<u>Must have Web Based Management Console</u>	<u>√</u>	-	-
<u>2</u>	-	<u>Must have a Dashboard</u>	<u>√</u>	-	-
<u>3</u>	-	<u>Must support Strong Authentication for Administrators</u>	<u>√</u>	-	-
<u>4</u>	-	<u>Should show status of active users</u>	<u>√</u>	-	-
<u>5</u>	-	<u>Should be able to disconnect active users</u>	<u>√</u>	-	-
<u>6</u>	-	<u>Should support Idle timeout for users</u>	<u>√</u>	-	-
<u>7</u>	-	<u>Detailed logging for (User Logons, Failed Logons, User logons with password, User logons with certificate, User activity reports with requested application info, Endpoint security logs, Debug error logs, System logs.)</u>	<u>√</u>	-	-
<u>8</u>	-	<u>Must be able to download logs in .CSV format</u>	<u>√</u>	-	-
<u>9</u>	-	<u>Should be able to clear logs</u>	<u>√</u>	-	-
<u>10</u>	-	<u>Should support menu driven interface for system configuration from OS command line</u>	<u>√</u>	-	-
<u>11</u>	-	<u>CLI for advanced management</u>	<u>√</u>	-	-
<u>12</u>	-	<u>Must support appliance upgrade via management console</u>	<u>√</u>	-	-
<u>13</u>	-	<u>Should have in-line help on management console</u>	<u>√</u>	-	-
<u>14</u>	-	<u>Should support network time protocol servers</u>	<u>√</u>	-	-
<u>F</u>	<u>ENDPOINT SECURITY</u>		-	-	-
<u>1</u>	-	<u>Must support endpoint security management from web console</u>	<u>√</u>	-	-
<u>2</u>	-	<u>Should support minimum of 20 Endpoint Security Profiles</u>	<u>√</u>	-	-
<u>3</u>	-	<u>Must be able to block user login if user fails some endpoint scan policies</u>	<u>√</u>	-	-
<u>4</u>	-	<u>Must be able to define Quarantine Zone</u>	<u>√</u>	-	-
<u>5</u>	-	<u>Must be able to delete Quarantine Zone</u>	<u>√</u>	-	-
<u>6</u>	-	<u>Strong endpoint security checks</u>	<u>√</u>	-	-
<u>7</u>	-	<u>Endpoint Security Policy evaluation should happen on gateway</u>	<u>√</u>	-	-
<u>8</u>	-	<u>Detailed logs should be created on VPN gateway</u>	<u>√</u>	-	-
<u>9</u>	-	<u>Must support cache cleanup on logout</u>	<u>√</u>	-	-

10	-	ENDPOINT SECURITY POLICY GRANULARITY {Scamming for 3rd endpoint security software like AV/FW/AS, Product Support (Antivirus product checks, vendor product, particular products, AV/FW/AS products, Binary update status, Real time definition check, Firewall status check), MAC Address Checks (Allow list and Block list, MAC address of active adopter, MAC address of any of the adopter, MAC address list upload), IP Address Checks (Allow and block list, IP address of active adopter, Ip address of any of the adopter, IP address list upload)}	√	-	-
G	VPN ACCESS MODES		-	-	-
1	-	Must support clientless or agent based web portal access	√	-	-
2	-	Must have a port forwarding client for client-server application access from portal	√	-	-
3	-	Must support desktop full access client	√	-	-
4	-	Must support hosted terminal services clients using Java applets	√	-	-
	-	VPN PORTAL	-	-	-
5	-	Clientless Application Access, Fileshare over browser, Thin applications / hosted apps (SSH, RDP, VNC, Telnet, FTP, E-mail), Single signon for thin applications, office and virtual desktop access, Customize VPN portal, Endpoint Security enable, support to access TCP and UDP applications)	√	-	-
-	-	FULL CLIENT	-	-	-
6	-	Must support TCP and UDP based client server applications, application access via hostname, client platform support (Windows 2000,XP,Vista, Windows 7(32 and 64 bit), Linux), Performance Enhancement (Avoid TCP-over-TCP meltdown for all type of traffice, Faster file sharing and drive mapping, Should support per application compression), Security Features	√	-	-
-	-	Security Feature	-	-	-
7	-	simple and strong application publishing and ACL,mangle private N/w IP address and hostname, application access same hostname set by administrator, configure client to run as a service, must support logon scripts, must have application lanunchpad.	√	-	-
H	Remote Meetings/Support Features		-	-	-
1	-	Administrator/VPN User must be able to take control of remote user machine	√	-	-
2	-	Administrator/VPN User should be able to Share/Upload files to remote user machine	√	-	-
3	-	Administrator/VPN User should be able to chat with connected user	√	-	-

<u>4</u>	-	<u>Administrator should be able to see online users</u>	<u>√</u>	-	-
<u>!</u>	<u>Support</u>		-	-	-
<u>1</u>	-	<u>All the required updates, upgrades, signatures, hot fixes, etc., for Software should be provided</u>	<u>√</u>	-	-
<u>2</u>	-	<u>OEM support must be available on demand for 2 years</u>	<u>√</u>	-	-
-	-	-	-	-	-

SUBJECT: REQUIREMENT OF SECURED SOCKET LAYER (SSL) VPN SOFTWARE WITH 25 NOS.CCU LICENSES

Scope of work:

Supply of Secured Socket Layer (SSL) VPN software with 25 Nos.CCU Licenses. **The Scope of work includes supply of software with 25 nos. CCU licenses, its installation, re-installation to different Server (in case required), maintenance, and comprehensive onsite support for two years.**

Rate for Scope

The Charges should be quoted for complete Scope of work.

Duration:

The Duration of the total Scope shall be two years.

Delivery Schedule:

Supply & installation within 2 weeks from the date of order.

Maintenance Scope:

1. Any call made during working hours is to be attended within 4 hours and solutions to be provided.
2. Reconfiguration of the Server if required and migration to another Server if required shall be in the scope of vendor at any time during the Maintenance period.

Downtime:

The complaints / problems are required to be attended and solution provided within 4 hours of lodging the complaint. Beyond 4 hours the connectivity shall be as down and the deduction shall be made from the running bills, on hourly basis calculating total hours in a quarter based on 24 hours per day.

Payment:

1. The Payment for shall be released within 15 days, on quarterly basis, upon submitting the invoice and rendering the satisfactorily services.

Important:

1. **The Vendor should enter into a NON DISCLOSURE AGREEMENT with BHEL** before placement of order.

IMPORTATNT NOTES

1. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page (www.bhel.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
3. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.
4. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
5. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of **“SSL VPN SOFTWARE WITH 25 CCU LICENSES INCLUDING INSTALLATION , MAINTENANCE AND COMPREHENSIVE ON SITE SUPPORT FOR TWO YEARS.”** as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at **15.30 PM (IST) on 08.01.2014.**

Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

6. Tender should not be addressed to any Individual's name but only by designation to:

**ENGINEER/ PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-NORTHERN REGION,
HRDI & ESI COMPLEX, PLOT NO.25, SECTOR 16 A,
NOIDA –201301 (INDIA)**

7. TENDERS TO BE SUBMITTED IN TWO PARTS:

Part: I: Techno-commercial bid containing technical details along with commercial offer containing the following;

- (i) **Covering letter/Offer forwarding letter of Tenderer.**
- (ii) **Supporting documents against Qualifying Requirements (QR) and vendor confirmation regarding technical specification.**
- (iii) **Duly filled-in 'No Deviation Certificate' as per Annexure -7.**

Note:

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender
- (iv) Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.
- (v) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.
- (vi) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).
- (vii) Commercial: This part shall include / indicate the following:
 - (a) **Station of dispatch**
 - (b) **Taxes & duties applicable.**

(c) Delivery Schedule

- (viii) Copy of "Un-Priced Format as per Annexure - 5" i.e., without the price details to be enclosed with clearly mentioning that whether **QUOTED or NOT APPLICABLE**. (No hidden charges shall be accepted).
- (ix) Any other details preferred by bidder with proper indexing.

PART: II: PRICE BID AS PER ANNEXURE – 6, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- (i) Offered price (as per Price Schedule format enclosed).
- (ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

8. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____
Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____
Tender No. _____

9. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____
Tender No. _____ Due on: _____

Containing Part I and Part II of the offer

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

10. LANGUAGE & CORRECTIONS

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.**
- e) All columns for price format shall be filled. If not applicable, please write "NA"

11. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

12. PRICE DISCREPANCY

- a) Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.
 - a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) In case of any other discrepancy, the decision of the purchaser will be final.

ENGINEER/PURCHASE

SPECIAL TERMS AND CONDITION

1. Price in INR should be quoted for **F.O.R destination delivery at BHEL –PSNR OFFICE, NOIDA.**
2. **EVALUATION CRITERIA:** On total cost to BHEL for whole lot. BHEL reserves the right to conclude the contract either on Ex- works or F.O.R site basis at its sole discretion. However bidder to submit Prices on F.O.R site basis.

3. **TAXES AND DUTIES:**

3A) Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately if applicable. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

3B) Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where

3B1) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as “First Stage Dealer” or “Second Stage Dealer”.

3B2) In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

3B3) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

3B4) In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.

Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 3A) above.

4. **INSPECTION:** The supplier shall offer the **SSL VPN SOFTWARE WITH 25 CCU LICENSES** For inspection demo at BHEL-PSNR (HQ) in presence of BHEL's Engineer and Vendor's Representative.
5. **Delivery:** The delivery and installation for quoted items shall be **within 2 WEEKS** from date of P.O. to the date of dispatch. LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. **“However Bidders are requested to quote delivery period according to their capacity. In case delivery period quoted by the bidder is not accepted by BHEL, then BHEL may reject their offer.”**

Note: Bidders are requested to arrange the transporters and dispatch the goods on our behalf on freight (including transit insurance) pre-paid basis.

6. **VALIDITY OF OFFER:** Offers should be valid for a period of 60 days from the date of Techno-Commercial bid (Part-I) opening.

7. **SCOPE OF WORK:**

- a) **Supply:** at BHEL/HQ/NOIDA,
- b) **Scope includes supply of software with 25 nos. CCU licenses, its installation, re-installation to different Server (in case required), maintenance, and comprehensive onsite support for two years.**

8. **MAINTENANCE SCOPE:**

1. Any call made during working hours is to be attended within 4 hours and solutions to be provided.
2. Reconfiguration of the server if required and migration to another Server if required shall be in the scope of vendor at any time during the maintenance period.

9. **DOWNTIME:** The complaints/ problems are required to be attended and solution provided within 4 hours of lodging the complaint. Beyond 4 hours the connectivity shall be as down and the deduction shall be made from the running bills, on hourly basis calculating total hours in quarter based on 24 hours per day.

10. **Payment Terms:** The payment for same shall be released within 15 days, on quarterly basis, upon submitting the invoice and rendering the satisfactory services.

NOTES:-

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) No advance shall be paid.

11. **PAYING AUTHORITY:**

Manager /FINANACE, BHEL - PSNR, NOIDA

12. **Warranty:**

Uninterrupted services for two years.

13. No enhancement of Price, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order.

14. The quantity of item to be purchased may vary according to actual requirement at the time of placement of order.

15. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

ENGINEER/PURCHASE

ANNEXURE-"4"

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause 10 of "SPECIAL TERMS AND CONDITIONS".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax is payable extra, it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
9. **Liquidated Damages:** The LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.
10. **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 or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 9 above.
11. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
12. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks. In all other cases, supplier must furnish particulars of dispatch i.e. station of

dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

13. **Metric System**: - Suppliers are requested to give metric measurements while quoting.
14. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).
15. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGINEER/PURCHASE

UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)

Sl.No	DESCRIPTION	REMARKS
1.	SSL VPN SOFTWARE WITH 25 NOS. CCU LICENCES INCLUDING INSTALLATION, MAINTENANCE AND COMPREHENSIVE ON SITE SUPPORT FOR TWO YEARS.AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1. (ONE NO. FOR BHEL-PSNR OFFICE)	QUOTED IN PRICE BID
2.	PACKING AND FORWARDING CHARGES	QUOTED IN PRICE BID
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)	QUOTED IN PRICE BID RATE OF DUTY.....
4.	ST/VAT WITHOUT "C" FORM	QUOTED IN PRICE BID RATE OF TAX.....
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER/SUPPLIERS WORK PLACE TO BHEL-PSNR Office, PLOT NO 25, SCETOR 16A, NOIDA (U.P) (QTY = 1 NO.) .	QUOTED IN PRICE BID
6.	TOTAL ORDER VALUE ON F.O.R BASIS	QUOTED IN PRICE BID
7.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 3 OF STC)	QUOTED IN PRICE BID
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 6 – SL. NO. 7)	QUOTED IN PRICE BID
9.	WARRANTY/GUARANTEE AS PER NIT	AGREED
10.	PAYMENT TERMS AS PER NIT	AGREED
11.	DELIVERY PERIOD AS PER NIT	AGREED
12.	VALIDITY OF OFFER AS PER NIT	AGREED
13.	ANY OTHER INFORMATION	

NOTES:

- Tenders will be evaluated based on the prices quoted up to F.O.R basis.** Bidders are requested to quote for each and every item from 1 to 8 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.

(Signatures of the Bidder with Name, Designation & Company's Seal)

PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)

SL. NO.	DESCRIPTION	QUANTITY	UNIT RATE (Rs.)	AMOUNT (Rs.)
1.	SSL VPN SOFTWARE WITH 25 NOS. CCU LICENCES INCLUDING INSTALLATION, MAINTENANCE AND COMPREHENSIVE ON SITE SUPPORT FOR TWO YEARS.AS PER SPECIFICATION ENCLOSED IN ANNEXURE-1. (ONE NO. FOR BHEL-PSNR OFFICE)	01		
2.	PACKING AND FORWARDING CHARGES			
3.	EXCISE DUTY & CESS (IF APPLICABLE AS PER CL 3 OF STC)			
4.	ST/VAT WITHOUT “C” FORM			
5.	TRANSPORTATION / FREIGHT CHARGES & TRANSIT INSURANCE CHARGES FROM MANUFACTURER/SUPPLIERS WORK PLACE TO BHEL-PSNR Office, PLOT NO 25, SCETOR 16A, NOIDA (U.P) (QTY = 1 NO.).			
6.	TOTAL ORDER VALUE ON F.O.R BASIS			
7.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 3 OF STC)			
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 6 – SL. NO. 7)			

NOTES:

- Tenders will be evaluated based on the prices quoted up to F.O.R basis.** Bidders are requested to quote for each and every item from 1 to 8 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.

(Signatures of the Bidder with Name, Designation & Company's Seal)

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL/PSNR/SCP/RD/E- 2524

I/ WE, M/s_____

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

(Signatures of the Bidder with Name, Designation & Company's Seal)

ANNEXURE-“8”

_FORMAT FOR E-PAYMENT DETAILS: - BHEL-PSNR-NOIDA

(To be given in letterhead along with a copy of cancelled cheque / certification from bank)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID :
(For payment confirmation)

(Signatures of the Bidder with Name, Designation & Company's Seal)

NON DISCLOSURE AGREEMENT

(To be submitted on letter head)

MEMORANDUM OF UNDERSTANDING

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s _____, providing _____ services to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR :

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

M/S BHEL, PSNR
RAHUL DEB
ENGINEER/PURCHASE.

M/S -----