



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)
Phone: 01334-281375, FAX: 223948 E-mail: saurabhj@bhelhwr.co.in

HW/ITX/2/1337
1st December, 2015

Dear Sir,

Subject: Procurement of SMS (Short Message Service) Gateway Solution for sending Transactional Messages under TRAI (Telecom Regulatory Authority of India) guidelines.

1. Bharat Heavy Electricals Limited (BHEL) intends to procure and implement SMS Gateway Solution, with 24x7 availability, for sending Transactional Messages under TRAI guidelines. This will be used for providing business notifications to registered users of BHEL. BHEL invites offers for the same with the 2 years contract period as per the Technical Specifications given in Annexure-I. The Scope of Work & Terms and Conditions are as per Annexure-II.
2. The tender document & annexure details are as follows:

Annexure-I	Technical Specifications
Annexure-II	Scope of Work & Terms and Conditions
Annexure-III	Pre-Qualification Criteria
Annexure-IV	CA Certificate Format for MSEs
Annexure-V	Price Bid Sheet
Annexure-VI	Terms & Conditions and Business Rules for Reverse Auction

3. You are requested to submit techno-commercial offer in two parts as mentioned below. The tender offer should be sealed in two separate envelopes with 'Technical bids' / 'Commercial bids', Tender no., opening date duly super scribed on all the envelopes.
 - a. Technical Bid (Part-1): The envelope should enclose your technical offer comprising Pre-Qualification Criteria compliance documents/proof as per Annexure-III, Signed and Stamped copy of Technical Specifications (Annexure-I), Scope of Work & Terms and Conditions (Annexure-II), Unpriced Bid as per Annexure-V and Technical documents containing proposed solution detailed description.
 - b. Commercial Bid (Part-2): The envelope should enclose Price bid as per format in Annexure-V. The submitted information must be in same format as given in the Annexures.

All submitted annexures and documents should be duly signed/stamped.

4. The Terms and Conditions given in Annexure-II shall be adhered to by the tenderer. Please do not remain silent on any point and if you are not accepting any Terms/Condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.
5. Vendor must meet the Pre-Qualification Criteria as per Annexure-III. The offers not meeting the criteria will be rejected summarily.



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6. Vendor has to quote for all the items in the Price Bid as per Annexure-V. In case of any missing quotes for any item, bid shall be rejected. The evaluation of tender, appointment and distribution of work to vendor shall be as per the Terms and Conditions in Annexure-II.
7. Tender Document fee (Non-Refundable and Not Exempted) of Rs. 500/- in the form of demand draft in favour of Bharat Heavy Electricals Limited, payable at Haridwar, needs to be submitted along with technical bid.
8. The offers in sealed envelopes (as stated in above para-2,3,4 & 5) should be submitted latest by **1.45 P.M. on 29/12/2015** at the following address:

**Head of Material Management
Heavy Electricals Equipment Plant
Bharat Heavy Electricals Limited
Ranipur Haridwar (Uttarakhand)
PIN – 249403**

The quotation must be posted taking the allowance for postal transit delays. BHEL shall not be responsible for any postal delay, in any condition. Alternatively, the tender duly sealed and superscripted, clearly mentioning the 'Technical/Commercial Bid', tender no. , opening date as mentioned above may be deposited in the Tender Box situated at **fourth floor, Main Administrative Building, HEEP, BHEL Ranipur, Haridwar**. Quotation not received in time is likely to be ignored.

9. The technical bids will be opened on the day of submission of the offers at 2.00 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
10. All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL website's tender section (<http://www.bhel.com>, <http://www.bhelhwr.co.in>) & Govt.'s Central Public Procurement Portal (<http://eprocure.gov.in>) only. Bidders should regularly visit these websites to keep themselves updated.

IMPORTANT: Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.



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Checklist for submitting the bid is as under:

To be submitted with Part-1 - Technical Bid:

Sl.	Annexure	Description	Remarks
1	Annexure-I	Technical Specifications	Signed and Stamped Copy
2	Annexure-II	Scope of Work & Terms and Conditions	Signed and Stamped Copy
3	Annexure-III	Pre-Qualification Criteria Compliance	All referred documents/proofs to be submitted
5	Annexure-V	Unpriced Price Bid	Signed and Stamped Copy by mentioning all applicable taxes without quoting the price
6		Tender fee	Rs. 500/-
7		Technical Documents	Supporting technical documents/manuals

To be submitted with Part -2 - Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure-V	Price Bid	In a separate sealed envelope

Thanking you,

Yours faithfully,

(Saurabh Joshi)
(Engineer/IT)



Technical Specification

BHEL requires SMS (Short Messaging Service) Gateway Solution to be provided by the bidder to send Transactional SMS to its registered users. The duration of the contract will be two years. As per the current projections, it is estimated that 50,000 SMS/month will be sent during this two-year period. However this requirement is tentative and actual requirements may vary.

1. SMS Gateway APIs (Application Program Interfaces)

The APIs provided by the SMS Gateway will be used by multiple applications within BHEL. The SMS Gateway APIs must have below mentioned functionalities:

- 1.1. Full support for HTTP, HTTPS, FTP, SMPP, and Bulk SMS.
- 1.2. Provision for binding IP address to restrict the SMS sending host machines.
- 1.3. Support for unlimited number of Sender IDs defined by BHEL.
- 1.4. Support for the creation and use of unlimited number of user defined SMS templates.
- 1.5. Unicode character support for sending SMS in multiple Indian languages as desired by BHEL.
- 1.6. Group SMS Facility.
- 1.7. Provision for SMS wise and Number wise Scheduling/Rescheduling in working and non-working days.
- 1.8. Provision for SMS Delivery Receipt/Report/Acknowledge via Web/Email/SMS. SMS gateway should also provide audit trail for sent SMS.
- 1.9. Support for SMS Delivery, Receipt/Report/Acknowledge and Audit trail via Web/Email/SMS for Long SMS (more than 160) of English and Unicode Messages.

2. SMS Gateway Web GUI (Graphical User Interface)

The Web GUI should have the following features:

- 2.1. It should be secured via SSL and userid/password based access control and open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- 2.2. Ability to create and manage groups. Further, it must be possible to send SMS to individual numbers or groups directly without entering the individual numbers again.
- 2.3. Multiple upload formats like CSV, Excel and XML for uploading list of mobile numbers along with excel plug-in for sending SMS.
- 2.4. Creation and use of unlimited number of user defined SMS templates.
- 2.5. Provision for cancellation of SMS queue.
- 2.6. Provision for SMS wise and Number wise Scheduling/Rescheduling in working and non-working days.

3. Delivery Receipt/Report/Acknowledge and Audit trail

- 3.1. SMS gateway should send back a Delivery Receipt/Report/Acknowledge after delivery via Web/Email/SMS.
- 3.2. SMS gateway should also provide audit trail via Web/Email/SMS for the SMS sent.



4. Group SMS Facility

The Group SMS facility (in APIs and Web GUI) should exist as follows:

- 4.1. Groups can be created using Gateway Application Web GUI. While creating a group, logical name can be given to a group and any Mobile numbers may be added/deleted/modified within that.
- 4.2. Mobile numbers may be added, deleted or modified, at any time using the web interface.
- 4.3. Mobile numbers may be imported/exported using multiple file formats like CSV, Excel, XML using web interface.
- 4.4. While sending the SMS, selection of the group and facility to edit the SMS text should exist. SMS has to be sent to all the group members. At the same time, same SMS may be send to multiple groups.

5. MIS (Management Information Systems) Reports

- 5.1. Online web based tools should be provided for MIS reports. This should be secure via SSL and userid/password based access control and should open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- 5.2. Vendor should have the ability to provide sent SMS's monthly/quarterly Report (offline and online) containing following fields: Mobile Number/MSISDN Complete Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National/International Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS send to the operator, Date/time of SMS delivered to the end subscriber, Final Status of the SMS, Status description etc. BHEL may ask the vendor for customized reports also.
- 5.3. The solution should be capable of generating detailed report in Excel/ PDF.
- 5.4. The vendor must be able to provide monthly/quarterly summary reports that show the delivery performance including average time to submit request, successful deliveries, Mobile number and SMS list where SMS could not be delivered for each transmission with reason for failure.
- 5.5. The reports should contain timestamps of SMS received at Bidder's server, SMS sent to the Telecom Operator, actual delivery to the end user & final status of SMS along with status description.

6. Call Registration Process & Support

- 6.1. The vendor should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.
- 6.2. The vendor should have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the BHEL.
- 6.3. The vendor shall share the complete process of Call Registration via Phone, Online Ticket System and Email.
- 6.4. The vendor shall maintain the call log details and status for entire contract period and must be able to provide the same on monthly/quarterly basis in Pdf/Excel format as per BHEL requirement.
- 6.5. The vendor shall share their escalation matrix, contact number and email IDs for registration of complaints.
- 6.6. The vendor shall attend unlimited calls on receipt of complaints.



6.7. Well trained engineers for support (wherever applicable) need to be arranged by the vendor.

7. Other Requirements

- 7.1. The successful bidder needs to demonstrate the features of APIs, GUI & MIS reports before the start of SMS gateway solution.
- 7.2. BHEL will not enter into any contract with any telecom service provider. The successful bidder will be the single point of contact.
- 7.3. In case the total number of SMS to be sent exceeds the capacity promised, SMS should be sent following a FIFO (First-In, First-Out) rule. Pending SMS must be queued.
- 7.4. The solution should offer configurable mechanism in terms of number of retries & time duration for each retry for SMS that could not be delivered immediately.
- 7.5. The SMS Gateway should ensure the following
 - a) SMS to all service providers and GSM/CDMA mobile users in India can be sent with custom sender id[s] as defined by BHEL.
 - b) Various categories of SMS services like Broadcast, Scheduled, and Events can be sent and processed.
 - c) Ability to set working hours and working days.
 - d) Prevention of Duplicate SMS delivery to any mobile number.
 - e) Delivery of long SMS (exceeding 160 characters) as single SMS on receiver's handset.
 - f) Throughput of 500 SMS/sec to prevent SMS queue formation at BHEL servers.
 - g) Reliability and timeliness, secured and trusted environment, single entry point and uniform application access.
- 7.6. Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of gateway services & Delivery of SMS along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.
- 7.7. The Dashboard/Website/Portal needs to be provided by the bidder for Administration features like monitoring of total SMS sent within a day/ week/ month, time delay (if any) in sending the SMS, number of failed SMS (with reasons for failure), invalid mobile numbers etc.
- 7.8. The SMS gateway application should have Admin Users to create/modify/delete/maintain users/groups within BHEL.
- 7.9. Type of connectivity between BHEL and SMS Gateway will be via **Internet** and all network security concerns shall be taken care by vendor.
- 7.10. Bidder's Network should adhere to the security standards suggested by BHEL from time to time (e.g. would be able to support IPSEC, 3-DES encryption etc.).
- 7.11. The SMS Gateway must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation.
- 7.12. Its bidder's responsibility to ensure security and deliver all SMS as per the TRAI guidelines. Bidder should change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory regulatory guidelines from TRAI etc., without any extra cost to BHEL.



SCOPE OF WORK & TERMS AND CONDITIONS

1. SCOPE OF WORK

Below is the brief overview of Scope of Work. The detailed Technical Specifications and Requirements are mentioned in Annexure-I (Technical Specifications).

- 1.1. The term vendor shall apply to successful bidder.
- 1.2. BHEL business is dependent on several IT systems. Hence, to ensure a seamless communication strategy, to organize and automate several communication processes and to achieve continuous availability within the organization, BHEL intends to implement a fast and reliable SMS facility to cater the pressing requirements of different business related communications, notifications, alerts, reminders etc.
- 1.3. This facility will be used for sending important information by BHEL, via SMS Gateway Solution, under Transactional Message category as per TRAI (Telecom Regulatory Authority of India) guidelines. The information will be sent to registered mobile users of BHEL on both DND and non-DND numbers.
- 1.4. The present projected requirement for Transactional/Batch SMS in real time is 50,000 SMS/month, which may change in future. The period of contract will be two years.
Note: These volumes are only estimates as per present projections and BHEL does not guarantee this volume.

2. SECURITY DEPOSIT

- 2.1. Security Deposit should be deposited by the successful vendors at BHEL Haridwar. The Security Deposit shall be collected before start of the work by the vendor. The rate of Security Deposit will be as below based on the Tender Order value:
 - a) Up to 10 lakhs: 10%
 - b) Above Rs. 10 lakhs upto 50 lakhs: Rs. 1 lakh + 7.5% of amount exceeding Rs. 10 lakhs.
 - c) Above Rs. 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs
- 2.2. Security Deposit may be furnished in any one of the following forms
 - a) Cash (as permissible under the Income Tax Act)
 - b) Pay Order, Demand Draft in favour of BHEL
 - c) Local cheques of scheduled banks, subject realization.
 - d) Securities available from Post Offices such as NSC, Kisan Vikias Patras etc. (Certificates should be held in the name of Vendor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - e) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - f) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back
- 2.3. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of work and balance 50% may be recovered from the running bills. (Note: In case of small value contracts not exceeding Rs. 10 lakhs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).
- 2.4. The security deposit shall not carry any interest.
- 2.5. Security deposit shall be liable to be forfeited in case of breach/nonfulfillment of liabilities in contract by vendor.



3. PRICES/RATES

- 3.1. Successful vendor shall enter into contract agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 3.2. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of two years.

4. SERVICE LEVEL AGREEMENT & PENALTY

- 4.1. The vendor will have to enter into a Service Level Agreement for Service Support as per the Terms and Conditions of the Tender and covering the Scope of Work (Annexure-II) and Technical Specifications (Annexure-I). The SLA requirements are as under:
 - a) Online mechanism in real time mode has to be provided by vendor for SLA enforcement with regard to Uptime of Service and Delivery of SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis as specified in the Tender.
 - b) SMS Gateway must have 99% uptime and should be available on 24x7 basis.
 - c) All SMS should be delivered within 2 minutes.
 - d) The bidder should have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the BHEL.
- 4.2. SLA shall be monitored on monthly basis. Minimum uptime for SMS Gateway solution for SMS submission/delivery is 99%. The SMS sent by the BHEL will have to be delivered within the stipulated timelines as per SLA. Failure to comply with the uptime requirement and time frames for delivery of the messages pushed by the BHEL shall attract penalty as follows:

P1: Penalty for SMS Gateway unavailability on quarterly basis

SMS Gateway Availability	Penalty Amount
>= 99%	No penalty would be deducted
< 99% and >= 95%	5% of quarterly billed amount payable
< 95%	[10+x]% of quarterly billed amount payable. Where x=[(95) – (Percentage Availability)]

P2: Penalty for Message Failure / Delay delivery

SMS Delivery Status	Penalty Amount
Successful SMS delivery within 2 minutes	No penalty would be deducted
Any SMS delivered after 2 minutes and within 5 minutes.	5 times of per SMS cost
Any SMS delivered after 5 minutes or not delivered due to any technical fault/failure on the part of vendor/telecom operator.	10 times of per SMS cost

The total penalty (P) will be sum of both above mentioned penalties i.e. **P=P1+P2** (subject to a maximum of the total payment of that quarter).

- 4.3. In any of the following cases:
 - a) SMS Gateway availability falls below 95% for a month.
 - b) SMS delivery failure is 10% and above for a month.
- BHEL may give a warning notice to the vendor to improve its services. If the vendor fails to improve its services and the above cases are repeated in the following month then BHEL



reserves the right to forfeit the security deposit and invoke the "Termination Clause of the Contract" (Clause 16) for contract foreclosure.

Note: Penalty shall not be levied in case of Force Majeure or reasons not attributable to the vendor and agreed by BHEL.

5. PAYMENT TERMS

- 5.1. Quarterly payment shall be made as per actual volume, on submission of bills in triplicate along with all the reports containing details of SMS delivered by them with bifurcation of successful, delayed, unsuccessful and split messages to authorized representative of BHEL.
- 5.2. The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at BHEL.
- 5.3. No payment will be made for SMS alert failed/not delivered due to any fault/failure on the part of bidder/telecom operator.
- 5.4. Vendor has to ensure inter-operability between all existing and new service providers for delivery of SMS.
- 5.5. All payments will be made after deducting penalties as per clause-4 ("Service Level Agreement & Penalty"), if any.
- 5.6. Rates will be valid for entire contract period of two years.

6. TAXES AND DUTIES

- 6.1. The bidder should quote FIRM prices. All the charges, taxes, duties, Levies/Octori, Labor & Service tax on labor etc. should be quoted separately. Payment of any types of taxes/duties whatsoever shall not be made in any case if not quoted in the bids.
- 6.2. Payment of any type of Govt. Statutory levies/taxes shall be the responsibility of the bidders. The offers, with the rates given in any form/Proforma, other than that mentioned above, shall not be considered, in any case.
- 6.3. As regards to the income tax, surcharge on income tax, Service tax and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities.

7. MODE OF PAYMENT

Payment will be made by way of Electronic Fund Transfer.

8. CONTRACT PERIOD AND EXTENSION

- 8.1. The contract period shall be for two years from the date of final acceptance as per clause-13 ("Delivery and Final Acceptance").
- 8.2. The quoted prices shall be valid for entire contract period.
- 8.3. After expiry of contract period, BHEL may extend the contract with the same Terms & Conditions and not exceeding the rate of this contract. This will be done after observing the performance of vendor and mutual consent.

9. RISK PURCHASE

BHEL reserves the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the vendor, either the whole or part of item, which the vendor has failed to deliver within the stipulated delivery period. The vendor shall be liable to compensate the BHEL for any loss which BHEL may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.



10. TENDER EVALUATION

- 10.1. After the process of Technical Bid evaluation, Price Bid opening / Reverse Auction (RA) will be done for all technically qualified bidders. BHEL reserves the right to finalize the tender through RA.
- 10.2. The evaluation will be on the basis of delivered cost i.e. "total cost to BHEL".
- 10.3. Prices of optional item, if any, shall not be considered for Price evaluation and Ordering, unless specifically called for in the enquiry and built into the price bid.
- 10.4. Vendor has to quote for all items in the Price Bid (Annexure-V). The comparative statement for selecting the L1 Vendor shall be made by "Total Price for SMS in 2 years". The Order will be placed to L1 vendor, the evaluation will be done in totality of all items, and there will be no item wise splitting of order.

11. REVERSE AUCTION (RA)

- 11.1. 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 are 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. Successful bidder after RA has to furnish breakup of RA closing price between all the items tendered for and arrive at cash outflow and "total cost to BHEL".
- 11.2. 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.
- 11.3. Terms & Conditions and Business rules for of RA are contained in Annexure-VI.

12. ACCEPTANCE OF LOI/ORDER

Letter of vendor's acceptance for the Letter of Intent (LOI)/Order from BHEL is to be submitted within one week of issue date of LOI/Order.

13. DELIVERY AND FINAL ACCEPTANCE

- 13.1. The successful vendor will have to provide the SMS Gateway Solution within 3 weeks from the date of LOI/Order.
- 13.2. The successful vendor will have to provide the demonstration of SMS Gateway Solution including all features and options of SMS Gateway GUI (Graphical User Interface) as per the Annexure-I (Technical Specifications).
- 13.3. The successful vendor in presence of the BHEL authorized officials will conduct acceptance test as per the Annexure-I (Technical Specifications). No additional charges shall be payable by the BHEL for carrying out these acceptance tests.

14. VALIDITY OF OFFER

Offer shall be valid for four months from tender opening date.



15. LIQUIDATED DAMAGES (LD)

The vendor hereto agree that timely delivery of Services is the essence of the order/contract. If the vendor fails to start the contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

16. TERMINATION OF THE CONTRACT

16.1. BHEL reserves the right to terminate the contract either whole or in part before expiry of two years contract. BHEL shall give one month's notice to vendor in this regard. No payments shall be done to vendor from the date of termination of contract.

17. PATENTS & TRADEMARKS

17.1. Vendor shall at all times fully indemnify and keep indemnified the purchaser (BHEL) against all claims which may be made in respect of systems / goods / software supplied by the vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against the purchaser (BHEL), purchaser (BHEL) will inform the vendor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

17.2. However vendor will have no obligation for any claim or infringement arising from third party products not supplied in the order, modifications and technical information / instructions advised by purchaser and use of products prohibited by product manuals.

17.3. All such claims will be settled as per Indian laws.

18. SUBCONTRACTING

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

19. CONFIDENTIALITY

Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

20. CLAIMS

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

21. ARBITRATION

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved



through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitrator shall be Haridwar only.

22. JURISDICTION

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

23. GOVERNING LAW

This contract shall be governed in all respects by Indian law.

24. FORCE MAJEURE

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

25. LIMITATION OF LIABILITY

The vendor's liability will be limited to the scope / order value of this contract only.

26. INDEMNITY

26.1. Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software /Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

26.2. All such claims in this regard will be settled as per Indian laws.

26.3. In the event of any such claims being made against the purchaser, purchaser will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

27. INFORMATION SECURITY REQUIREMENTS

27.1. BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.

27.2. BHEL Information Security Policy is as follows:

27.3. "BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."

27.4. In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.

27.5. The vendor / personnel deputed by vendor shall comply with following requirements:



- a) Personnel deputed by vendor shall follow the ISMS system requirements.
- b) Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
- c) Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
- d) When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- e) If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by ITX.
- f) He / she shall maintain and service only that equipment which comes under his /her scope of contract.
- g) Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
- h) Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- i) Any information security incident and / or security breaches shall be immediately reported to BHEL.
- j) In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

Information Technology Centre, HEEP, BHEL , Haridwar		
Tender No: HW/ITX/2/1337 Dated: 01/12/2015		
Pre-Qualification Criteria		
S.No	Description	Supporting Documents/Evidences Required
1	The bidder should be registered as a company in India as per Company Act 1956.	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.
2	The bidder should be registered Telemarketer/SMS Aggregator/Service Provider for sending Transactional Messages under TRAI guidelines or have the arrangement to deliver SMS through any TRAI registered telemarketers only.	Certificate of registration under TRAI guidelines for sending Transactional Messages.
3	The bidder should have positive net worth for the last 3 financial years ending with FY 2014-2015.	Audited Balance Sheet and Profit & Loss Statements. OR Certificate from statutory Auditors.
4	The bidder should have prior experience of similar work (implementation of SMS Gateway services under Transactional Message Category) and should have executed atleast one Order for minimum SMS package of 5 lakhs SMSs/year in a Government Department/PSU/Public Sector Banks in India during last 7 years ending with FY 2014-2015.	Proof of Purchase Order along with full address, telephone number, email address of the customer including value of the Order.
5	The bidder should have tieup/arrangements with minimum two telecom service providers/operators for within India services.	Copies of Agreements/Certification with the telecom service provider with which it has a tieup. Undertaking to be provided by bidder to renew agreement up to the validity of BHEL's contract.
6	At the time of bid submission, the bidder should not be blacklisted by any Government Department/PSU/Public Sector Banks in India.	Undertaking to this effect to be submitted.
7	The bidder should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.	Bidder has to submit Address and contact Details of service centers.
8	Bidder shall have VAT / Service Tax Registration.	Proof to be submitted.
9	In case bidder comes under the category of MSEs (Micro and Small Enterprises).	MSE bidders can avail the intended benefits only if they submit along with 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 CA certificate (format enclosed as per Annexure-IV 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 date of bid opening (Part-1 of two

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 forMicro / 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

Information Technology Centre, BHEL, Haridwar

Tender No: HW/ITX/2/1337 Dated: 01/12/2015

Price Bid

- Note:**
1. All values are to be quoted in Indian Rupees (INR).
 2. Technical Specifications of the item for the required service is as per Annexure - I.
 3. The comparative statement will be made by Total Price for SMS in 2 years (column [d]).
 4. Price quoted should be inclusive of all taxes except for Service Tax. Service Tax as applicable will be paid extra. Vendor should clearly mention all applicable inclusive taxes (if any).

SN	Item	Quoted Quantity (No. of SMS/Month)	Quoted Price per SMS (INR)	Rate per Month (INR)	Total Price for SMS in 2 years (INR)
	Detailed Technical Specs are in Annexure-I	[a]	[b]	[c] = [a] x [b]	[d] = [c] x 24
1	SMS Gateway Solution under Transactional Message category as per TRAI Guidelines	50,000			

Note:

1. Mention current rate/percentage of applicable Service tax which is excluded in the above quoted price.
2. Mention current rate/percentage of all inclusive taxes (if any) in the above quoted price.

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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Business Rules for Reverse Auction

This has reference to tender no *{tender number....date...}*. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. *{...}* dated *{...}*, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*:

- **Online Sealed Bid:-**

- *{Start Time:*
- *Close Time: }*

- **Online Reverse Auction:-**

- *{Start Time:*
- *Close Time:}*

2. Auction extension time: If a bidder places a bid in the last *{...}* minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another *{...}* minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last *{...}* minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last *{...}* minutes. In case, there is no bid in the last *{...}* minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. *{Service provider}* with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

- 4. Bidding currency and unit of measurement:** Bidding will be conducted in *{Indian Rupees per Unit}* of the material as per the specifications *{...}*

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

- 5. Validity of bids:** Price shall be valid for *{... days}* from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 6. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 7. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

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

Annexure – II**Page 3 of 6**

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In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be

clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. { Service provider} is responsible for such eventualities.

- 13.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {*Service provider*}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {*Service provider*} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
- 21.**After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 22.**BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
- 23.**BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 24.**Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 25.**Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
- 26.**BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
- 27.**If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider*} the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

RA price confirmation and breakup

To

- **M/s.** *Service provider*
- *Postal address*

CC: M/s BHEL

*{Unit-
Address-}*

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of *{Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

as our final landed prices as quoted during the Reverse Auction conducted today *{date}* which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total	-	===== Rs. =====
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Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal: