



Bharat Heavy Electricals Limited

ITX, HEEP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)

Phone: 01334-281375, FAX: 223948 E-mail: saurabhj@bhelhwr.co.in

HW/ITX/2/1302

July 13, 2015

Subject: Rate Contract with a validity period of 2 years for conducting Penetration Testing of Internet facing network devices, services and applications of all Units/Divisions of BHEL, located throughout India.

Dear Sir,

1. Bharat Heavy Electricals limited (BHEL) intends to identify the potential vulnerabilities in the organization's infrastructure that may be exploited from the Internet. The focus is to determine the security risk level in different locations of BHEL network and web applications so that appropriate remedial action can be taken.
2. BHEL invites offers from the **CERT-In Empanelled Information security auditing organization** for the appointment of agencies on Rate Contract basis, for a validity period of 2 years, for conducting the remote penetration test annually for different BHEL locations, which are located across the country. List of locations with their requirements are given in Annexure III. The finalization of Rate Contract Order will be done by BHEL Haridwar unit. Subsequent order placement and respective payment shall be done by the respective locations. Bidders participating in the tender must be CERT-In empanelled organizations, otherwise their bid will not be considered for further evaluation. Bidder's CERT-In empanelment should be live at the time of bid submission.

3. The tender document comprises of following

Annexure I	Scope of Work & Terms and Conditions
Annexure II	Technical Compliance sheet
Annexure III	List of locations with their requirements
Annexure IV	Price Bid Sheet
Annexure V	CA Certificate Format for MSEs
Annexure VI	Terms & Conditions and Business Rules for Reverse Auction

4. You are requested to submit **techno-commercial offer in two parts** in the enclosed formats strictly as per the scope of supply indicated therein. The tender offer should be **sealed in separate envelopes with 'Technical bids'/'Commercial bids', tender no., opening date duly super scribed** on the envelopes. The technical bid envelope should enclose your technical offer, signed copy of "*Scope of Work & Terms and Conditions*" (Annexure I), "*Technical Compliance Sheet*" (Annexure II) and "*Unpriced Price Bid*" as per Annexure IV duly signed. Vendor has to write "Q" against all the quoted items in the "*Unpriced bid*". **All documents/certificates required as per Annexure I must be submitted in the "Technical bid".**

The "Commercial bid" envelope should enclose "Price Bid Sheet" viz. Annexure IV only. The price bid sheet should be in Annexure IV format only.

5. The offers in sealed envelopes (as stated in para-4 above) should be submitted latest by **1.45 P.M. on August 04, 2015** at the following address through registered post/ speed post:

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



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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.

Tender opening is scheduled to start in the tender room at 2 PM on due date. Therefore quotation must reach the above mentioned office/tender box latest by 1:45 PM on due date. The technical bids will be opened on the day of submission of the offer in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.

6. The terms and conditions given at Annexure I will 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.
7. Vendor must meet the Qualification Criteria as per Annexure I. The offers not meeting the criteria will be rejected summarily.
8. The evaluation of tender, appointment and distribution of work to vendors shall be as per Annexure I.

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 Technical Bid:

Sl.	Annexure	Description	Remarks
1	Annexure I	Scope of Work & Terms and Conditions	Signed and stamped copy & your proposal
2	Annexure II	Technical Compliance sheet	Filled Technical Compliance Sheet
3	Annexure IV	Unpriced Price Bid	Filled Q against all quoted items and clear mention of all extra taxes, Signed Copy
4		Qualification Criteria	Document for Proof of Cert-In Empanelment
5	Annexure V (if applicable)	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-V 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 in case of two part bid).	To be submitted in case bidder comes under the category of MSEs (Micro and Small Enterprises)

To be submitted with Price Bid:

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

Thanking you,

Yours faithfully,
Saurabh Joshi
Engineer (ITX)



SCOPE OF WORK & TERMS AND CONDITIONS

1. General

- 1.1 The term vendor(s) shall apply to successful bidders(s).
- 1.2 BHEL shall appoint a minimum of two vendors for the Penetration Testing work as specified in the distribution of work and the scope of work in the tender document.
- 1.3 The Rate Contract Letter of Intent (LOI) will be placed by BHEL Haridwar unit. Subsequently, the Work Order placement and respective payment will be done by the respective BHEL location/unit for their requirements. The Work Order shall be placed by BHEL location/unit once in a year; i.e. two times in two years of contract period. BHEL location/unit may place the work order any time in a year depending upon the convenience of that location/unit.
- 1.4 The vendor shall fulfill the requirements as defined in scope of work and deliverables according to Work Order placed by BHEL on the vendor from time to time.

2. Qualification Criteria

- 2.1 The bidders shall be a CERT-In empanelled Information security auditing organization.
- 2.2 The vendors shall keep their empanelment live with the CERT-In for the entire contract period.
- 2.3 For compliance, all bidders shall submit the certificate of CERT-In empanelment or copy of the current list from CERT-In website at the time of bid submission.
- 2.4 Successful bidders also need to submit the certificate to the Work order placement location/unit. In case a vendor is de-paneled from the CERT-In, it will be automatically de-paneled from the BHEL Rate Contract, without serving any notice.

3. Scope of Work

- 3.1 Bharat Heavy Electricals limited (BHEL) is an integrated power plant equipment manufacturer and one of the largest Engineering and Manufacturing companies in India in terms of turnover. BHEL is engaged in the Design, Engineering, Manufacture, Construction, Testing, Commissioning and Servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation (Railway), Renewable Energy, Oil & Gas and Defense. BHEL intends to identify the potential vulnerabilities, in its network devices and web applications hosted on Internet, which may be exploited from the Internet. These vulnerabilities could allow an attacker to potentially steal data from network, install malicious code and post unauthorized or malicious content on the servers or use network to launch an attack or for other such malicious activity on the Internet. The focus is on identifying the vulnerabilities and risk level in different locations of BHEL network that are currently exposed to Internet, so that appropriate remedial action can be taken.
- 3.2 BHEL shall appoint two or more agencies from the CERT-In Empanelled Information security auditing organization on the Rate Contract basis. The rate contract will be for the validity period of 2 years, for conducting the remote external Penetration Testing of different BHEL locations across the country, as per the Annexure III. The penetration testing will be done annually. The distribution of work between vendors shall be as per the clause 6 of the tender document. The quantities and distribution of work mentioned in Annexure III are indicative only and minimum assured quantity will be 90% of the



Annexure I

projected no. of IPs for which Penetration Testing is to be conducted. The quantities may increase up to 10% of the projected number of IPs for which penetration testing is to be conducted.

- 3.3 The Penetration Testing must include Network Penetration Testing of internet facing devices/servers and Web Application Security testing of websites hosted on Internet and both the tests must be performed in integrated fashion to discover the overall security flaws in the network. The network penetration testing should include but not limited to activities like identification of all existing services running on the device/server, determination of open ports and the level of access on them, identification of misconfiguration of operating system, network and services and listing of all vulnerabilities existing on the network that are visible to the external world.
- 3.4 The web application security testing should discover the security flaws in web server configuration and application security weaknesses like cross site scripting, broken access control, improper error handling, SQL injection, input validation, denial of service attack, buffer overflow etc. Latest industry standard benchmark like latest version of OWASP Top 10 and SANS Vulnerabilities shall be followed as guidelines to identify the vulnerabilities. Web applications on Internet facing web server may be of different platforms (JSP, ASP, PHP, .NET etc.) hosted on different type of web servers (Oracle, Apache HTTP/Tomcat, IIS etc.) and running on different Operating systems (Windows, Linux etc.).
- 3.5 The IP addresses of the network devices may be either IPv4 or IPv4/IPv6 dual stack. These devices configured with public IP addresses can be but not limited to Servers, Firewall, Routers, Appliances, Switches, Intrusion Detection device, Intrusion Prevention device etc. & services like web server, DNS, mail server, proxy etc. The IP addresses of devices having configured IPv4/IPv6 dual stack, has been considered as single IP address in the List of locations and their requirements in Annexure III. The penetrating testing shall be conducted for both IPv4 and IPv6 address to identify any configuration security flaws in the network.
- 3.6 The Penetration Testing shall be external to the network and will be performed remotely simulating non-destructive external hacking attacks to test the current security of the network and web applications.
- 3.7 The penetration testing shall be conducted by experts with extensive testing experience so that a safe and quality penetration testing is delivered using a proven method of testing.
- 3.8 The penetration testing shall be preferably conducted during off-hours/non-peak times and mutually agreed between vendor and BHEL.
- 3.9 The penetration testing shall be done once in a year for all BHEL locations. Work Order placement shall be done by respective locations. The schedule of the penetration testing shall be decided by the locations and it can be any time in a year.

4. Methodology

- 4.1 Vendor will perform the Remote Penetration Testing from public domain (Internet) to find out exploitable vulnerabilities in network and web applications hosted on Internet.
- 4.2 IP addresses of devices for with penetration testing is to be conducted shall be provided to the successful vendors along with Work Order by respective units.
- 4.3 Method for Penetration test will be “**Black Box, Non-Destructive & Non-privilege**” mode.
- 4.4 Vendor may run series of test conducted like information gathering from public domain, port scanning, system fingerprinting, service probing, vulnerability scanning, manual testing, password cracking, IDS/IPs testing, Router/Firewall testing etc. The tools shall be state-of-the-art latest version of tools (commercial and open source) and techniques which are used by hackers with an objective to unearth vulnerabilities and weaknesses of the IT infrastructure. These tools shall be run in such a way that, it does not affect the availability of the running systems/services of BHEL.



Annexure I

- 4.5 Web applications and websites hosted on Internet shall be tested for security weaknesses like cross site scripting, SQL injection, invalidated inputs etc. The industry benchmark standards like latest version of OWASP Top 10 and SANS Vulnerabilities must be followed to highlight vulnerabilities that exist in web applications.
- 4.6 Vendor should be able to carry out Penetration Test for IPv6 IP addresses also. The IPs mentioned by BHEL may be either IPv4 or IPv6 or both, depending upon type of devices/services running and IPs assigned to it.
- 4.7 Vendor should be able to carry out Penetration test for all type of Operating Systems, Appliances and Applications available in BHEL Locations, which are exposed to Internet.
- 4.8 Vendor has to complete the Remote Penetration Test within stipulated time from the date of Work Order. Service period for conducting Penetration Testing will be 30 days from the date of placement of Work Order by the individual BHEL location and report shall be submitted within 15 days after completion of Penetration Testing.
- 4.9 This report will be vetted by the respective BHEL location and accepted within 10 days of report submission.
- 4.10 Till 25 days after the acceptance of the penetration testing report by the BHEL location, the respective location may ask the vendor to recheck/revalidate the vulnerabilities found during the penetration testing. In case a recheck/revalidation is requested, the vendor will be required to recheck/revalidate the vulnerabilities and re-submit the report. This recheck/revalidation activity needs to be performed within 10 days from the date of recheck/revalidation request by the BHEL location. And the new report after recheck/revalidation needs to be submitted within 7 days of completion of recheck/revalidation activity.
- 4.11 Vendor shall sign the NDA (Non-disclosure agreement) with the respective BHEL locations on award of Work Order.
- 4.12 Each BHEL location/unit will designate a single point of contact from their location to co-ordinate the penetration testing activities with vendor and to handle any emergency situation. The contact person details shall be exchanged between BHEL location and Vendor at the time of award of Work Order from that BHEL location.

5. Deliverables

- 5.1 After successful completion of initial penetration test, vendor has to submit a detailed Penetration Test Report within stipulated time period of 15 days. Report shall include the following but not limited to:
 - a. Methodology used to conduct penetration testing.
 - b. Tools used along with their versions and standards followed to identify the vulnerabilities.
 - c. Detailed results of the testing performed & what the results indicate, including business risk levels, in simple language for the understanding of top management.
 - d. Detailed Technical Report indicating vulnerabilities and their levels of business and technical risk impacts. The report should also provide a mapping of vulnerabilities found with their industry benchmark standards like latest version of OWASP Top 10 and SANS.
 - e. Recommendations/Guidelines on types of corrective actions suggested to plug the vulnerabilities.
 - f. Additionally a demonstration of penetration (if possible) as a Proof of Concept (only to prove possibility and not to cause real damage) may be given.
- 5.2 In-case of a recheck/revalidation is requested by the BHEL location the vendor will be required to recheck the vulnerabilities and submit a new report after updating the status of the vulnerabilities. This recheck activity needs to be performed within 10 days from the date of recheck/revalidation request by the BHEL location. And the report for the same needs to be submitted within 7 days of completion of rechecking/revalidation activity.



6. Distribution of Work

- 6.1 In order to maintain service assurance, ensure time limit & provide redundancy of the vendors over the period of Rate Contract, BHEL shall appoint a minimum of two vendors for the work specified in the tender.
- 6.2 The division of work will be between L1 vendor and second vendor, and Micro and Small Enterprise (MSE) vendors who satisfy all the conditions mentioned in the MSE clause (Clause 7). In case the MSE clause (clause 7) is not applicable then the work will be divided among L1 vendor and second vendor as mentioned in clause 6.4.
- 6.3 The second vendor is the bidder who has agreed to match the rates of L1 vendor. The bidders will be asked for confirmation on the basis of their order in bid competitiveness. If none of the bidders agree to match the L1 rates then second vendor won't be selected.
- 6.4 In case where the MSE clause (Clause 7) is not applicable, only two vendors viz L1 vendor and a second vendor shall be appointed. In this case the distribution of work between the L1 and second vendor shall be as follows:
- 60% of the work will be awarded to L1 vendor.
 - 40% of the work will be awarded to a second vendor, selected as per clause 6.3; if none of the bidder qualify as the second vendor then 100% work will be awarded to L1 vendor.
- Indicative allocation of distribution of work is mentioned in "*List of locations with their requirements*" Annexure III Part-A, which may vary at the time of order.
- 6.5 In case where the MSE clause (Clause 7) is applicable, the distribution of work between the vendors shall be as per MSE clause (Clause 7.3).
- 6.6 In case for any reason, if a vendor gets de-panelled either from Cert-In empanelment or BHEL rate contract, the remaining order of that vendor will be placed to the other vendor(s) in the order of their bid competitiveness.

7. Micro and Small Enterprises (MSEs) Suppliers

- 7.1 If participating MSE bidders are quoting price within price band of L1+15% then they shall be allowed to supply up to 20% of total tendered value by bringing down their price to L1 price in a situation where L1 and the second vendor (selected as per clause 6.3) price is from someone other than a MSE. In case of more than one such MSE, the supply of 20% of the contract shall be shared proportionately.
- 7.2 MSE suppliers 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 V 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 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- 7.3 In case where the conditions mentioned in clause 7.1 and 7.2 are met then the distribution of work between the L1 vendor, the second vendor, and the MSE vendor(s) shall be as follows:
- 50% of the work will be awarded to L1 vendor.



Annexure I

- b. 30% of the work will be awarded to a second vendor selected as per clause 6.3.
- c. 20% of the work will be awarded to the MSE vendor. In case of more than one such MSE vendors, the supply of 20% of the contract shall be shared proportionately.

Indicative allocation of distribution of work is mentioned in “*List of locations with their requirements with MSE Clause*” Annexure III Part-B, which may vary at the time of order.

8. Reverse Auction (RA)

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 have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non-submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

9. Tender Evaluation

- 9.1 The evaluation will be on the basis of delivered cost i.e. “total cost to BHEL”.
- 9.2 Totals/Gross Total of Price should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 9.3 Prices of optional items, if quoted, shall not be considered for Price evaluation and comparison.

10. Rate Contract/Prices

- 10.1 The Rate Contract validity period shall be of TWO years. Period of contract shall start from the date of placement of Rate Contract LOI by BHEL Haridwar.
- 10.2 Successful bidders(s) shall enter into Rate Contract agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 10.3 The work shall be conducted once in a year for all BHEL locations/units as per tender document i.e., two times (2 Work Orders) in two years contract period. All BHEL locations/units will place the Work Order for their requirements and the payment shall be done by the respective location/unit.
- 10.4 On the basis of satisfactory completion of the relevant services & deliverables as per clause 5, and technical vetting of final report, the payment will be made through Cheque/EFT (payable at par) within 15 days of the submission of Invoices in triplicate and other necessary documents.
- 10.5 Prices shall remain firm without any variation during Rate Contract period. Service tax and government levies shall be extra as per actuals during the rate contract period.
- 10.6 The vendor shall be responsible for payment of any other state/central/local govt. taxes during the rate contract period.
- 10.7 No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- 10.8 Projected yearly requirements for each location are as per tender document.
- 10.9 Price bid offer shall be valid for 90 days from the date of opening of technical bid.



11. Penalty or Delay in Task Completion

- 11.1 For the delay in task completion, penalty shall be levied at the rate of 0.5% per week subject to maximum of 10% of the total work order value placed by the individual BHEL location. However, in the event that the delay occurs on account of fault of BHEL including on account of failure of BHEL to ensure preparedness to start of activity, the period on this account will not be considered for penalty.
- 11.2 If vendor fails to complete the task within the time frame as mentioned above in clause 4.8-4.10, for the first failure a warning letter shall be issued & in case of two consecutive failures, he will be de-panelled from the BHEL Rate Contract.
- 11.3 After accepting the Work Order if vendor refuses to complete the task, he will be de-paneled from the BHEL Rate Contract.

12. Limitation of Liability

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

13. Information Security Requirements

- 13.1 BHEL has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- 13.2 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.
- 13.3 **Before commencement of the penetration test the successful vendors shall sign a Non-Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System.**
- 13.4 Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the organization/Purchaser/Lessee 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.
- 13.5 In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

14. Termination of Order/Contract Agreement & its Consequences

- 14.1 BHEL reserves the right to terminate the order/contract, either wholly or in part on one month prior notice or upon situations arising due to non-compliance of stipulations of the order/contract, by the Vendor, at the risk and cost of the Vendor.
- 14.2 BHEL reserves the rights to cancel the agreement in case the services are not found to be satisfactory.
- 14.3 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.



Annexure I

- 14.4 If the vendor is de-paneled from the CERT-In empanelment, during the contract period, he will be automatically de-paneled from the BHEL Rate Contract without serving any notice.
- 14.5 Consequences: As soon as the Work Order or Rate Contract Order is cancelled/terminated by the BHEL, no charges will be payable to vendor on cancelled portion.

15. Security Deposit

15.1 Security Deposit should be deposited by the successful vendors at BHEL Haridwar. The rate of Security Deposit will be as below based on the Tender Order value:

- Up to 10 lakhs: 10%
- Above Rs. 10 lakhs up to 50 lakhs: Rs. 1 lakh + 7.5% of amount exceeding Rs. 10 lakhs.
- Above Rs. 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs.

The Security Deposit should be collected before start of the work by the vendor.

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

- Cash (as permissible under the Income Tax Act).
- Pay Order, Demand Draft in favour of BHEL.
- Local cheques of scheduled banks, subject realization.
- 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).
- Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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.

15.3 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% of Security Deposit).*

15.4 Security Deposit shall not carry any interest.

15.5 Security deposit shall be released to vendor on completion of Rate Contract period of 2 years.

16. Patents & Trademarks

Vendor shall at all times fully indemnify and keep indemnified BHEL, against all claims which may be made in respect of systems/ software used by the vendor for performing the scope of work specified in the tender, for



Annexure I

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 BHEL, 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. All such claims will be settled as per Indian laws.

17. Settlement of Disputes & Arbitration

- 17.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser, subject to written appeal by the Vendor to the Purchaser, whose decision shall be final to the parties hereto.
- 17.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 17.3 However, the Vendor shall continue to perform the Order/Contract, pending settlement of dispute(s).
- 17.4 In all cases of disputes emanating from and in references to this contract, 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 arbitration shall be Haridwar only.

18. 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.

19. Governing Law

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

20. 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 limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, and governmental regulations superimposed after the agreement, fire, earthquakes and other such disasters.



Bharat Heavy Electricals Limited
ITX, HEEP, Ranipur, Haridwar-249403
Tender No. HW/ITX/2/1302 Dated 13/07/2015

Annexure II

Technical Compliance Sheet			
SN	Description	Vendor Response	
		Compliance (Y/N)	Remarks
1	Vendor is CERT-In empanelled Information security auditing organization at the time of submission of bid.		
2	The penetration testing shall be block-box, Non-Destructive & Non-privilege mode.		
3	The network penetration testing shall be carried out for various types of Internet facing devices/appliances/servers, Operating systems and applications for which IP addresses shall be provided to vendor.		
4	The remote penetration testing shall be conducted for IPv4 and IPv4/IPv6 dual stack network devices/servers.		
5	The web application security testing shall follow the latest Industry Standard guidelines like latest version of OWASP top 10, SANS vulnerabilities etc.		
6	Latest version of state-of-art tools and techniques(commercial/licenced and open source) shall be used to discover overall weaknesses in the network exposed to Internet.		
7	Detailed technical report indicating vulnerabilities along with their level of business and technical risk impacts and recommendation on corrective action to be provided.		
8	The penetration testing shall be conducted by experts with extensive testing experience so that a safe and quality penetration testing is delivered using a proven method of testing.		



List of locations with their requirements for Penetration Testing(PT) Corporate Rate contract				
S. No.	Unit/Location	Projected no. of IP addresses for which PT is to be conducted ¹	No. of web servers for security testing of web applications ⁵	Distribution of Work to L1 Vendor(Vendor 1) and Second vendor(Vendor 2) (60-40%) basis ⁶
1	Corporate Office, Asiad, New Delhi	5	1	Vendor 1
2	Corporate IT Noida	27	5	Vendor 1
3	Haridwar	10	4	Vendor 1
4	EDN Bangalore	7	3	Vendor 1
5	Jhansi	6	2	Vendor 2
6	PS-WR Nagpur	7	1	Vendor 1
7	PS-ER Kolkata	8	5	Vendor 1
8	PS-SR Chennai	7	2	Vendor 1
9	PS-NR Noida	9	4	Vendor 1
10	Industry Sector, New Delhi	6	2	Vendor 2
11	Corporate R&D, Hyderabad	7	2	Vendor 2
12	Hyderabad	17	7	Vendor 1
13	Trichy	7	3	Vendor 2
14	Bhopal	8	3	Vendor 2
15	Ranipet	14	1	Vendor 2
16	PS-PEM Delhi	7	2	Vendor 2
17	IPV Goindwal	2	1	Vendor 1
18	ISG, Bangalore	5	1	Vendor 2
19	EPD, Bangalore	4	1	Vendor 2
20	Piping Center Chennai	4	1	Vendor 2
21	HPVP	3	2	Vendor 2
22	PSTS/SSBG/PSMKT/PMG-(PS Group)	1	1	Vendor 2
23	HERP Varanasi	3	1	Vendor 1
24	Insulator Plant, Jagdishpur	3	0	Vendor 1
25	CSU&FP, Jagdishpur	3	0	Vendor 1
TOTAL		180	55	

Note

- 1 The requirement is given on a 'per-year' basis.
- 2 The no. of IPs and locations are indicative only, actual no. of locations & no. of IPs, may vary depending on the location wise requirement, at the time of placement of Work Order.
- 3 Type of devices and services may be Router/Firewall/Appliance/Web Server/Mail server/Proxy server/DNS/Web Applications etc.
The IP Address of these devices can be IPv4 or IPv4/IPv6 dual stack which will be treated as single IP address but test to be done on both IPv4 and IPv6 address type.
- 4 No. of web servers for which web application security is to be conducted is an add-on testing, the web server count is also included in Total No. of Projected IPs for which PT is to be conducted.
- 5
- 6 Distribution of Work for locations between L1 and second vendor is indicative only which may vary at the time of placement of Work Order.



List of locations with their requirements with MSE Clause for Penetration Testing(PT) Corporate Rate contract				
S. No.	Unit/Location	Projected no. of IP addresses for which PT is to be conducted ¹	No. of web servers for security testing of web applications ⁵	Distribution of Work to L1 Vendor(Vendor 1), Second vendor(Vendor 2) and MSE Vendor(s) (50-30-20%) basis ⁶
1	Corporate Office, Asiad, New Delhi	5	1	Vendor 1
2	Corporate IT Noida	27	5	Vendor 1
3	Haridwar	10	4	Vendor 1
4	EDN Bangalore	7	3	MSE Vendor
5	Jhansi	6	2	MSE Vendor
6	PS-WR Nagpur	7	1	Vendor 1
7	PS-ER Kolkata	8	5	Vendor 1
8	PS-SR Chennai	7	2	MSE Vendor
9	PS-NR Noida	9	4	Vendor 1
10	Industry Sector, New Delhi	6	2	Vendor 2
11	Corporate R&D, Hyderabad	7	2	Vendor 2
12	Hyderabad	17	7	Vendor 1
13	Trichy	7	3	Vendor 2
14	Bhopal	8	3	Vendor 2
15	Ranipet	14	1	Vendor 2
16	PS-PEM Delhi	7	2	MSE Vendor
17	IPV Goindwal	2	1	MSE Vendor
18	ISG, Bangalore	5	1	MSE Vendor
19	EPD, Bangalore	4	1	Vendor 2
20	Piping Center Chennai	4	1	Vendor 2
21	HPVP	3	2	Vendor 2
22	PSTS/SSBG/PSMKT/PMG-(PS Group)	1	1	Vendor 2
23	HERP Varanasi	3	1	Vendor 1
24	Insulator Plant, Jagdishpur	3	0	Vendor 1
25	CSU&FP, Jagdishpur	3	0	MSE Vendor
TOTAL		180	55	

Note

- 1 The requirement is given on a 'per-year' basis.
- 2 The no. of IPs and locations are indicative only, actual no. of locations & no. of IPs, may vary depending on the location wise requirement, at the time of placement of Work Order.
- 3 Type of devices and services may be Router/Firewall/Appliance/Web Server/Mail server/Proxy server/DNS/Web Applications etc.
- 4 The IP Address of these devices can be IPv4 or IPv4/IPv6 dual stack which will be treated as single IP address but test to be done on both IPv4 and IPv6 address type.
- 5 No. of web servers for which web application security is to be conducted is an add-on testing, the web server count is also included in Total No. of Projected IPs for which PT is to be conducted.
- 6 Distribution of Work for locations between L1 and second vendor is indicative only which may vary at the time of placement of Work Order.

Annexure-V

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

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).

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 up load 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. =====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal: