

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन, नोएडा
CORPORATE DIGITAL TRANSFORMATION
CDT HRD & ESI Building Noida - 201301

Request for Proposal
FOR

Procurement of support service for existing Enterprise Mail Messaging solution from M/s Logix Info Security Pvt Ltd for a period of 3 months

Ref. No.: AA:CDT:Email(2023)
Date:18/10/2023

To,
M/s Logix Info Security Pvt Ltd
New Delhi

Sub: Enquiry for Procurement of support service for existing Enterprise Mail Messaging solution from M/s Logix Info Security Pvt Ltd for a period of 3 months

Offer is invited through hard copy (two part bid) for Procurement of support service for existing Enterprise Mail Messaging solution from M/s Logix Info Security Pvt Ltd for a period of 3 months as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to submit your response, complete in all respect, in requisite format with all necessary enclosures, may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect is sent on or before the due date & time i.e., **19.10.2023 at 1700 hrs.**

Thanking you,
Yours faithfully,
For and on behalf of BHEL



Engineer (CDT)

प्रादीप कुमार / PRADEEP KUMAR
इंजीनियर / Engineer
सहायक प्रबंधक / CDT
भारतीय भारतीया विद्युत निगम लिमिटेड / Bharatiya Heavy Electricals Limited
प्लॉट नं. 25, सेक्टर-13A, नोइडा-201301
Plot No. 25, Sector-13A, Noida-201301

Key Activities and Dates of Tender:

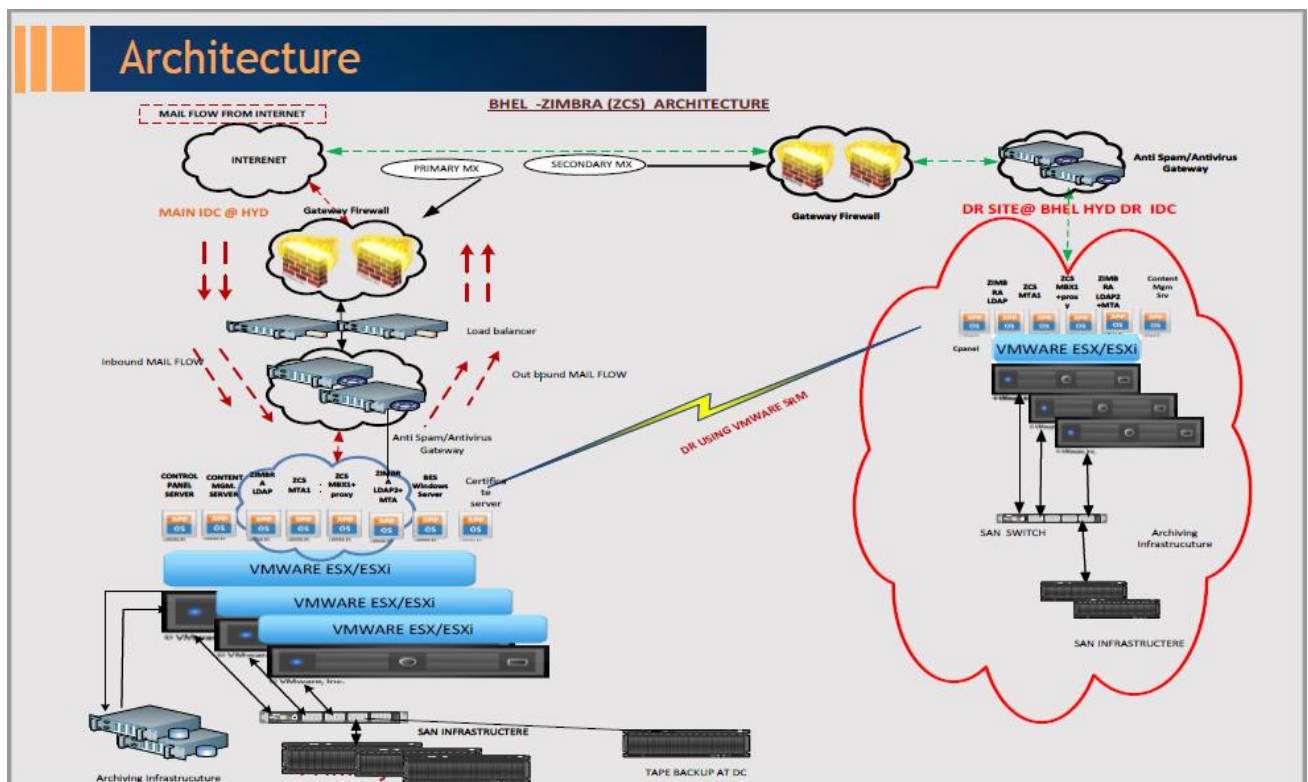
S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	18.10.2023
2	Last date of receiving queries from bidders	19.10.2023 1500Hrs
3	Last date and time for submission of proposals	19.10.2023; 1700Hrs
4	Bid opening	19.10.2023; 1730Hrs

1. Introduction:

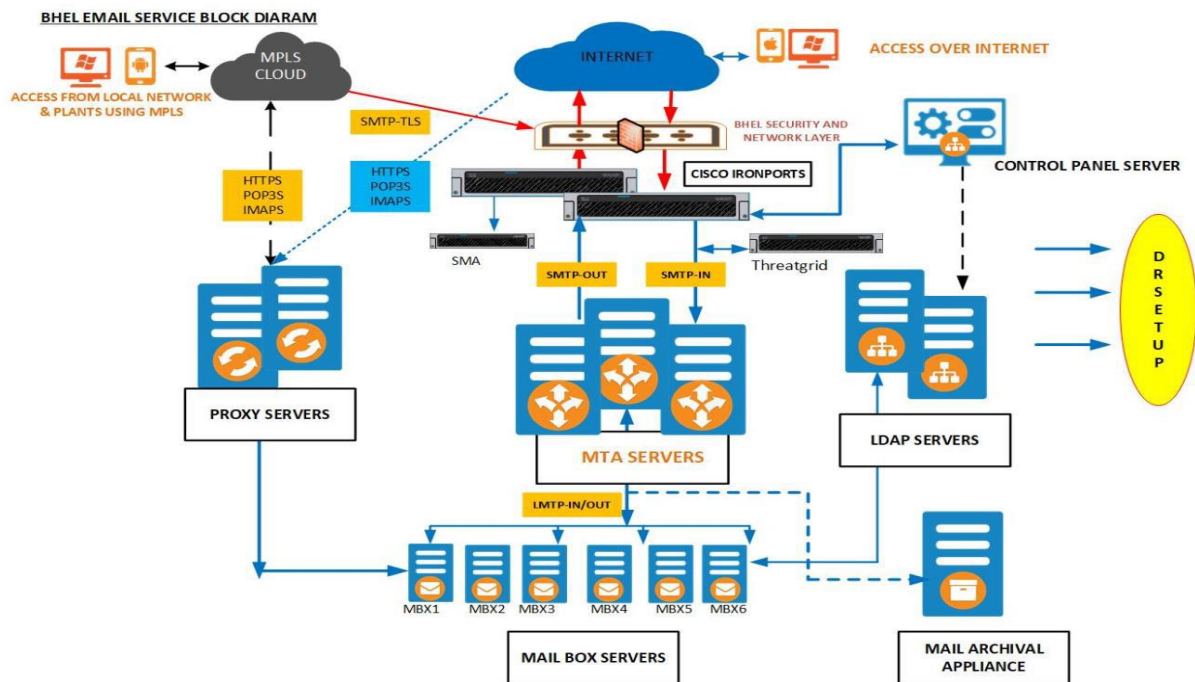
BHEL is the largest engineering and manufacturing enterprise in India in the energy- related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. BHEL is having on premise Enterprise class email solutions which includes Zimbra email server, Cisco Email gateway, Cisco Threat Grid and Barracuda Archival appliances. The current live data in Zimbra Mail store and archive data in Barracuda archival appliance is approx. 45 TB and 100 TB respectively. The objective of this project is to seek support and maintenance of the existing email solutions for a period of 3 months beyond its existing 5-year contract which ends in October,2023.

2. Existing Email Setup

AN illustrative schematic of the existing setup is given below:



Block diagram of Email Solution:



In BHEL, email as business information sharing medium is being used for more than 20 years now. Email has become one of the most convenient and dependable medium for fast sharing of files, drawings, data, etc. The details of current running mailing solution in BHEL are as under:

Sl	Component Name	Description	Offered Item	Make and model offered	Qty	Data Centre(Serial number of components)		Disaster recovery (Serial number of components)	
1	Mailing Solution	Zimbra Collaboration Suite	Zimbra Professional Edition	Zimbra Professional Edition 8.x	21500				
2	Email Security Solution	Cisco Email Security	Cisco Email Security License	Inbound Essentials Bundle(AS+AV+OF) License	21500				
			Cisco Advanced Malware Protection License Subscription	ESA Advanced Malware Protection License	21500				
3	Secure Email Gateway	Cisco Email Security Gateway Appliances , Management Appliance & Sandboxing Appliances	Email Security Appliance	ESA C690 Email Security Appliance	4	FCH2018V27F	FCH2226V0ML	FCH2226V0Q0	FCH2221V1VG
			Email Security Management Appliance	SMA M690 Security Management Appliance	2	FCH222V0UJ		FCH222V0W8	
			Cisco Threat Grid Appliances (Sandboxing)	Cisco Threat Grid 5004 Model and Subscription Bundle	2	FCH2226V2YG		FCH2226V2VK	
4	Virtualization Solution with management Component and DR Replication & Recovery features. (for intel x86 servers, each with 2 Octacore Processors)	VMware Virtualization Solution with Management Component	VMware Virtualization Solution with Management Component	VMware vSphere 6 with Operations Management Enterprise Plus	20				
		Site Recovery Manager for Disaster Recovery	VMware Site Recovery Manager for Disaster Recovery	VMware Site Recovery Manager 6 Standard (25 VM pack) . License of one pair , Deployed at DC & DR	1				
5	Any Other Component	Email Archiving	Barracuda Message Archiver Appliance	Barracuda Message Archiver 1050 (Email Archival Appliance with 66 TB Storage)	2	BAR-MA-1072677		BAR-MA-1072575	

3. Special Terms and Conditions

3.1. Start of Contract / Commissioning Date:

To maintain the continuity of services, the contract shall start from 23.10.2023 for a period of 3 months. The contract is limited to services rendered by existing vendor and does not include any support from OEM except hosted email security to be provided by the vendor for the period of 3 months.

Contract Period

The period of contract shall be 3 months

3.2. Service Level Agreement (SLA):

The Messaging Application is a business-critical application and will be used extensively for exchange of email traffic within and outside the domain of BHEL. The Messaging Solution shall be managed by dedicated team of experts trained on the system.

The Messaging application must be available and accessible to BHEL on 24x7x365 basis.

If, it is observed that there is degradation in the application response (response is slow), or the user has to wait for somewhat longer time before the application responds and the same poor response continues for more than 15 minutes, a trouble ticket shall be booked for the same. The vendor shall then identify the cause of the problem and resolve it at the earliest. If the problem is caused by insufficient bandwidth at the datacenter, or by malfunctioning, poor performance, choking of a hardware / software component that the vendor has not supplied or is not maintaining, BHEL will try to rectify the problem and no penalties will be imposed on the vendor for the same.

The vendor shall ensure that the following SLA parameters are met:

SLA Parameters		
S. No.	Service Level Parameter	Minimum L Requirement BHE
1	Uptime of the Messaging Application	99.90% per month
2	Automatic Notification through email or SMS in case of service outage	15 Minutes
3	Maximum delivery time of emails within BHEL's mail domain	Max 1 minute
4	Maximum time to respond to a call at server end	15 Minutes
5	Mail-Messaging Solution RPO	30 Minutes
6	Mail-Messaging Solution RTO	2 hours.
7	Maximum time for updation of changes in Directory	2 hours

3.3. Computation of Availability:

The vendor shall maintain and manage the solution on 24x7 basis for the entire period of the contract and ensure optimum performance of the entire system as per the agreed SLA.

The vendor shall provide various reports for health monitoring and usage analysis. The vendor shall also provide various other reports on monthly basis, or as and when requested by BHEL, which include but not limited to:

- Detailed report on gateway level spam / virus / hacking attempts and other security related issues.
- General user report on top senders / top recipients

- Service uptime report for monitoring SLA.
- Reports related to mail delivery/ delayed mails etc.
- Report on call resolution stating escalation if any.

Availability of service shall be assessed by the following formula:

$$\text{Uptime \%} = 100 \times [1 - (\text{total outage in minutes} / \text{maximum available time in minutes})]$$

$$\text{Maximum Available Time} = \text{No. of days in Quarter} \times 24 \times 60 - (\text{Scheduled Maintenance Time} + \text{BHEL introduced Outage} + \text{Downtime Due to Force Majeure})$$

Note: Scheduled Maintenance Time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance.

3.4. Penalty for SLA Non-Conformance

Whenever any component of solution, viz., messaging solution, email archiving solution, email gateway & virtualization solution (both hardware & software) goes down, the vendor shall raise / generate a fault ticket. The downtime shall begin as per following:

In case services are affected due to non-hardware failure, the vendor shall rectify /restore the services within 2 hours. If the vendor fails to rectify / restore the component within 2 hours, downtime beyond this period shall be considered for calculation of penalty.

System Availability (SLA Compliance) will be calculated at the end of the quarter and penalties for non-compliance will be deducted accordingly. The penalty will be calculated as per the following formula:

$$\text{Penalty} = \text{P1} + \text{P2}$$

Where:

P1 = Penalty due to Cumulative Downtime at Primary Site.

P2 = Penalty due to Cumulative Downtime at DR.

Calculation of P1 & P2 will be done as per the following table:

S. No.	Uptime % (per quarter)	P1	P2
		% Deduction (per quarter)	% Deduction (per quarter)
1	>99.9%	0	0
2	<=99.9% to 99.5%	2%	1%
3	<=99.5% to 99%	4%	2%
4	<=99% to 98.5%	6%	3%
5	<=98.5% to 98%	8%	4%
6	<=98.0%	10%	5%

For any hardware failure (Server for Mail store, Barracuda archival appliance, SAN), no penalty will be imposed.

3.5. Penalty due to absence of Support Staff

Non-availability of a support staff for a period of more than 2 (two) days in a month will entail a penalty @ Rs.3000/- per day of absence beyond two days. Vendor shall ensure that all the support staffs are not absent on the same day. In any such case a penalty of Rs.10,000/- per day will be imposed.

3.6. Payment Terms

- i. Payment will be made on quarterly arrears at the end of the quarter.
- ii. Payment shall be made in INR.
- iii. All payment under the contract are subject to deduction of penalty under the contract and applicable deduction on account of Taxes or any other amount recoverable by company from vendor under this contract or under any other contract.
- iv. Payment will be released within 90 days (45 days in case of MSEs) from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & Duties along with following document.
 - a) Invoice in triplicate
 - b) SLA reports for the quarter (certified by BHEL)
 - c) Tax payment proof
 - d) RE attendance record
- v. Delayed payments for vendor, if any, shall not attract any interest.

3.7. Taxes & Duties

- 3.7.1. Price should be inclusive of all applicable Taxes/ Charges except GST. GST amount shall be included in price bid as per the price-bid format. Price quoted shall include GST as well. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contractor's bills or otherwise as deemed fit.
- 3.7.2. TDS under GST law as applicable shall be deducted.
- 3.7.3. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- 3.7.4. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- 3.7.5. GSTIN of BHEL will be provided to the Vendor along with the work order.
- 3.7.6. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.7.7. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax. Any decrease in GST rate shall be passed on to BHEL.
- 3.7.8. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- 3.7.9. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- 3.7.10. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule

3.8. Penalty for Late Delivery:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

4. Objective:

BHEL intends to extend the email messaging solution (Email messaging, Mail archiving/journaling and Email security) which will meet its technical, functional and compliance requirements for 3 months. The existing solution is hosted at HPEP RC Puram Hyderabad.

Broad level requirements are as under:

- a) Support and maintenance of existing Zimbra messaging solution, Compliance Archiving (Journaling), Virtualization Solution
- b) Alternative Hosted Email Security Solution as the existing on-premise Cisco Email gateway and threat grid is expiring.
- c) Supply and integration of Email Security Gateway solution along with support for entire contract period.
- d) 3 nos. of support staff to support and manage the email solution.

The detailed requirement is given in the Scope of Work of this tender document.

5. Scope of Work:

BHEL is currently using an Enterprise email messaging solution, a schematic diagram is given in Clause number 3. There are about 21,500 mail users, which includes named users, functional users and around 500-1000 mail distribution lists. The domain name used is @bhel.in. DNS server for the same are hosted at BHEL Corporate Office, New Delhi & HPEP Hyderabad. Both the DC and DR are at the same location approx. one km apart.

The broad scope of work under this project is, but not limited to, the following:

- 5.1 The vendor shall support & maintain the existing enterprise class Messaging Solution, existing archival appliance and hosted Email Security Gateway that is to be provided by the vendor.
- 5.2 The vendor shall take regular backup of the mailboxes as per existing backup policy.
- 5.3 The vendor shall maintain existing security policy / mail access policy and do necessary changes in consultation with BHEL for any changes in future.
- 5.4 The vendor shall maintain, manage and support the complete solution infrastructure at DC & DR for the contract period.
- 5.5 Support & maintenance of complete email solution including DC and DR replication.
- 5.6 The vendor shall provide three (3) qualified, experienced and trained support staff with at least 3 years' experience (Hosted at BHEL RC Puram Hyderabad) to support and manage the mailing solution. The support staff should be available from 8 AM to 7:30 PM on all working days of BHEL in staggered timing. However, they may also be required to be at site on need basis on Holidays/off working days also.
- 5.7 The support staffs shall be responsible for the following activities:
 - 5.7.1 Carry out software updates, Performance Tuning, Database Backup, Process creation and follow-up for Backup / Restore / Administration as per Platform best practices, etc., at both DC & DR.
 - 5.7.2 Regular monitoring and reporting of status updates of Messaging Solution, Hardware Check-up, Storage Tuning, etc.
 - 5.7.3 Troubleshooting performance issues.
 - 5.7.4 Proactive health check-up and assessment of complete Messaging Infrastructure including assessment of security loopholes to prevent cyber-attacks, DDOS attacks, compromising user accounts, impersonation of BHEL email users etc.
 - 5.7.5 Timely closure of vulnerabilities reported in VA/PT, BHEL Cyber SOC, advisories from OEMs, Govt. Agencies such as NCIIPC, Cert-in etc. in-consultation with BHEL.

- 5.7.6 Monthly assessment and report of security posture of deployed email setup.
- 5.7.7 Proactive reviews of Messaging Solution, Proactive Information Distribution including Account Management and Regular Status Reporting.
- 5.7.8 Administration & Management of entire solution including all components (messaging solution, archiving solution, secure email gateway, virtualization solution) at both primary and DR site.
- 5.7.9 Ensuring that the Anti-Spam & Anti-Virus definitions are automatically updated at regular intervals.
- 5.7.10 Maintain a record of all complaints / calls in the system.
- 5.7.11 Provide technical support over telephone, email, remote control of the desktop over MPLS or internet.
- 5.7.12 Guide users remotely on configuration of Email client on desktops / laptops & other handheld devices.
- 5.7.13 Provide timely resolution of complaints.
- 5.7.14 Manage, maintain and support archiving solution.
- 5.7.15 Undertake any other work related to mail messaging solution as per need.
- 5.7.16 Create, delete, deactivate, re-activate mail accounts after approval from the designated BHEL official.
- 5.7.17 At the end of every month, the resource shall submit to BHEL Team a summary report containing following, but not limited to:
 - 5.7.17.1 Total number of users in the solution.
 - 5.7.17.2 New users added.
 - 5.7.17.3 Users deleted.
 - 5.7.17.4 Total mail data size.
 - 5.7.17.5 Any security incidents.
 - 5.7.17.6 No. of complaints registered.
 - 5.7.17.7 No. of complaints closed.
 - 5.7.17.8 Average resolution time of complaints.
 - 5.7.17.9 Servers Utilization report – CPU, Memory, Disk etc.
 - 5.7.17.9.1 Activity Report from Email Gateway Security Solution – No. of incoming and outgoing mails, SPAM, Virus mails blocked, Top SPAM domains etc., Top 10 senders, Top 10 recipients etc.
 - 5.7.17.9.2 Cyber security assessment report – patch updated, firmware updation, vulnerabilities found and closed etc.
- 5.7.18 Understand the complete list of work packages like DNS, Antivirus / Antispam, SMTP Gateways, High Availability, User ID creation & authentication, User directory, backup, DR planning, Quality & Performance checking, etc. from the existing setup.
- 5.7.19 Timely corrective action to address security advisory reported by Govt. Agencies and external Penetration Test Agency.
- 5.7.20 Maintain and system in-line with ISMS policy.
- 5.7.21 Support in mock-drills for Business Continuity and DR as per BHEL plan.
- 5.7.22 Include system admin activities required for archiving and gateway.
- 5.7.23 BHEL reserves the right to ask for change of resource, if it is observed that they are not technically competent, don't respond properly to the users, are not courteous to users, etc. On request of change of resource by BHEL, the vendor shall deploy a new engineer within

30 days of the request.

5.8 Email Security Gateway

- 5.8.1 The vendor should maintain, monitor and administer the email gateway solution.
- 5.8.2 The vendor shall maintain logs, databases etc. of email gateway solution at least for the contract period.
- 5.8.3 The vendor shall configurate cloud based email security solution with inbound and outbound policies/rules similar to the existing one and thoroughly test prior to deployment.

6. Procedure for Submission & Opening of Bids:

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

Part-I : Techno-Commercial Bid

It consists of Bounded volume of:

- a. Technical offer/ details including literature/leaflets. The bidder can offer only as per the requirement of the RFP. The Purchaser reserves the right to accept or reject the technical offer.
- b. No Deviation Certificate as per format enclosed as **Annexure-I**.
- c. Non-Disclosure Agreement as per format enclosed as **Annexure-II**
- d. Checklist of UN-PRICE BID (Unpriced Copy) as per format enclosed as **Annexure-III** with word "QUOTED" written against all items in price column.
- e. List of Consortium Banks as per format enclosed as **Annexure-IV**
- f. Local Content Certificate as per format enclosed as **Annexure-V**
- g. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Part-II : Price Bid

Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as **Annexure-III** only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).

7. Bid Submission:

- 7.1. Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

Manager (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 3rd Floor, BHEL House, Siri fort,
New Delhi 110049
Telephone no. : (011) 66337483
Email : neeraj.meena@bhel.in

- 7.2. Bids can also be delivered in person to the official inviting Bids.

- 7.3. Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1700 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

8. Bid Opening

- 8.1. Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend.
- 8.2. No correspondence shall be entertained from the bidder after the opening of Bid.
- 8.3. Standard pre-printed conditions of the bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 8.4. No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 8.5. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 8.6. Purchaser reserves the right to negotiate the tender, if required.

9. Security Deposit:

Performance Bank Guarantee (PBG) means the security deposit provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Performance Bank Guarantee (PBG) will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the Performance Bank Guarantee (PBG) from the list of consortium banks as per Annexure IV.

Mode of Deposit:

The required Security Deposit of the contract value may be accepted in the following forms:

- (i) Cash (as permissible under the extant Income Tax Act)
- (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL
- (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (vi) Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Collection of Security:

At least 50% of the required Security Deposit, including the EMD (if applicable), should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

- 10. Validity of Offer:** Offer shall be kept valid for four months from the due date of Tender, for Purchaser acceptance

11. Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the official inviting tender by 19.10.2023 1500hrs.

12. Rejection of Bid and Other Conditions

- 12.1. Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 12.2. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 12.3. Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- 12.4. The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 - a) to reject the bid.
 - b) to increase or decrease the quantities.
- 12.5. If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- 12.6. If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 12.7. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

13. Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) in Tender Notification section under the original tender enquiry number.

14. Tender Evaluation:

Total / Gross Total of Prices 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.

All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

15. Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent from BHEL.

16. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

17. Deviations:

Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure I**.

Technical & Commercial - No deviation is acceptable.

18. Non-Disclosure Agreement:

18.1. The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.

18.2. All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) as per **Annexure II** in line with the Owner's Information Security Management System (ISMS).

19. Purchaser's Right:

The Purchaser reserves the right to make changes within the scope of the contract in following respects at any point of time.

BHEL may, at any time during the contract period, by a written order given to the Service Provider, make changes within the general scope of the contract like change of location for provisioning of services within the campus.

20. Limitation of Liability:

Vendor's liability shall be limited to the value of this contract only.

21. Merger & Acquisition:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

22. Insolvency:

If during the execution of contract, the company or any member in case of JV/consortium / partnership becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier. Any charges payable up to the termination point will be paid by BHEL to the supplier. In case any recovery is due on supplier, the recoverable amount will be adjusted against the terminal payment to be made to the supplier. Such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to BHEL.

23. Termination of The Contract & Its Consequences

23.1. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by Vendor.

23.2. Vendor shall continue the performance of the order/contract under all circumstances, to

the extent not cancelled.

23.3. BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

23.4. Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to Vendor.

24. Breach of contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk& Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

25. Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non- competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

26. Force Majeure

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

27. Provisions for Micro and Small Enterprises (MSEs) & Make in India (MII)

MSEs/MII benefits shall be provided as per the government guidelines.

28. Special Clauses:

- 28.1. The Bidder must give his compliance point by point.
- 28.2. BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 28.3. BHEL reserves the right to terminate the contract in between the contract period by giving one month notice.

29. List of Annexures

- Annexure I: No-Deviation Certificate
- Annexure II: Non-Disclosure Agreement
- Annexure III: Price Bid Format
- Annexure-IV: List of Consortium Banks
- Annexure-V: Local Content Certificate

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no., dated This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____

UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION

I,, acknowledge that the information received or generated either directly or indirectly, while working with BHEL on regular/temporary/contract basis is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore I warrant and agree as follows:

I agree not to disclose any information or documents relating to the activities of the Company or its subsidiaries, during the period of my service or after leaving the service of the Company in any manner, except with the permission of the competent authority.

I agree not to give or cause to be given to any person any advice on matters relating to the activities of the Company or its subsidiaries.

I agree not to disclose or cause to be disclosed to any person any secret process, know-how, cost of production of any or all of the products of the Company or its subsidiaries or any information regarding purchase made by or contracts entered into by the Company or any information regarding settlement of claims by the Company in or out of courts or any other information, knowledge or matters of trade or business secrets of the Company or its subsidiaries.

I acknowledge that the aforesaid restrictions/obligations/conditions are necessary and fundamental to the business of the BHEL.

I shall abide by BHEL's Information Security policies, violation of any of the above conditions, shall be governed as per Company CDA Rules/Standing Orders.

Dated:

Signature:

Name:

Designation:

Organization:

Price bid format (Prices in INR)

Sl No.	Description	Quantity	Quarterly charges (excl. of taxes)	GST%	Total Quarterly charges (incl. of taxes)
1	Email Solution support with 3 Resident Engineers, for the complete scope as per NIT	21,500			

Total Quarterly charges (incl. of taxes) in words: Rs.....

Seal & Signature of the Company

List of Consortium Banks (BG to be submitted from these Banks only)			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

Local Content Certificate

We confirm that we are a local supplier with the local content of more than ___% (in total quoted price), against the subject tender and qualify as a Class-___ local supplier.

Signed by authorized signatory only:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____

Note:

- a. ***The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per Form PP-C) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.***
- b. ***In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.***