

Ref. No.: AA:CDT:IRINN

Date: 02.05.2023

To,
M/s Indian Registry for Internet Names and Numbers C/o National Internet Exchange of India
Ministry of Electronics and Information Technology (MeitY),
Govt. of India

Dear Sir,

Sub: Enquiry for application for IRINN (Indian Registry for Internet Names and Numbers) membership and registration of Historical IPv4 resource, allotment of IPv6 resource and issue of ASN.

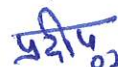
Single bid is invited through Email (cdt-tender@bhel.in) for subject requirement at Corporate Office, Noida from M/s Indian Registry for Internet Names and Numbers (IRINN) C/o National Internet Exchange of India (NIXI) as per the terms and conditions of this tender.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com / email (cdt-tender@bhel.in)

Please ensure that your response, complete in all respect is sent vide email on or before the due date & time i.e., **12.05.2023 at 1100 hrs**. The bid will be opened on **12.05.2023 at 1130 hrs**

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

Sd/-

 02.05.2023

Engineer (CDT)

Email: cdt-tender@bhel.in

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To signed and stamped by bidder

1. Objective:

The tender is invited from Indian Registry for Internet Names and Numbers (IRINN) C/o National Internet Exchange of India, Ministry of Electronics and Information Technology (MeitY), Govt. of India application for IRINN annual membership and registration of Historical IPv4 resource, allotment of IPv6 resource and issue of ASN **on single tender basis**.

The tender has to be submitted in SINGLE PART.

2. Description of work and deliverables:

The IPv4 address pool (202.41.32.0/19) was allotted by APNIC to BHEL. BHEL intends to apply for an IRINN Membership account and register the historical IP resources (202.41.32.0/19) with IRINN as well as apply for a pool of '32' IPv6 addresses alongwith an ASN (through which BHEL will advertise its IP block). The brief requirement is given as under.

- a) Annual Membership of IRINN for resources registration and management.
- b) Registration of Historical IPv4 Resource (202.41.32.0/19)
- c) Allotment of a pool of '32' IPv6 addresses.
- d) Issue of ASN (to advertise BHEL's IP addresses)

3. LOCATION & CONSIGNEE ADDRESS

Name: Heerok Das
Designation: Manager (CDT)
Contact details: 0120-241 6476 / 6493
Email: heerok@bhel.in / pradeepkumar@bhel.in

- 4. Payment Terms:** Payment will be made after completion of work duly certified by BHEL executive. Payment will be made within 45 days of submission of invoice. There will be no interest payable by BHEL for delayed payments.
- 5. LD/ Penalty:** Annual membership will be actionated in 30 days of placement of order. Delay will attract LD @0.5% per week limited to 10% of the order value.
- 6. Taxes & Duties:**

- I. Price quoted should be inclusive of all applicable Taxes/charges. 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 Contactor's bills or otherwise as deemed fit.
- II. TDS under GST law as applicable shall be deducted.
- III. In case of any recovery including LD/penalty, the GST (if applicable) shall also be recoverable from the supplier.
- IV. 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 complaint 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.

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- V. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- VI. GSTIN of BHEL will be provided to the Vendor along with the work order.
- VII. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- VIII. 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.
- IX. 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.
- X. GST (if applicable) shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- XI. 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.
- XII. 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.

7. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without limitation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

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The obligations of confidentiality under this section shall survive the rejection of the contract.

8. Non-Disclosure Agreement:

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure II** in compliance to Information Security Management System.

9. List of Annexures:

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

PRICE BID FORMAT

| Description | Amount |
|--|--------|
| New Resources Application Fee (One Time), A | |
| New Annual Affiliation Resources Fee, B Total IPV4 Count: 0 Total IPV6 Count: 16777216 | |
| Less: Rebate on Resources fee (if any), C | |
| Amount after Rebate $D=(A+B-C)$ | |
| GST Amount @.....%, E | |
| Total Amount with GST Amount (D+E) | |

Total Amount with GST (in words)

.....

NOTE:

- I. The tender evaluation will be done on Total amount (Incl. GST). Total of Prices should be indicated both in words as well as in figures.
- II. All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
- III. IPv4 count considered as 0 as BHEL is not applying for any new IPv4 addresses.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract 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, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

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

Name

Company

Signature