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பாரத் ஹெவ்வி இலெக்ட்ரிகல்ஸ் லிமிடெட்

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Enterprise)

Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

Phone: 0431 – 257 5478, 1516; E-mail: mssvasan@bhel.in, mpchaudhary@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 9472400057 dt. 27.06.2024**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for **“Supply, Installation and Maintenance of Network Perimeter Security Appliances and Security service edge for a Lease Contract period of 5 years”**.

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through e-procurement (<https://eprocurebhel.co.in>) portal only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Delivery Location	<ul style="list-style-type: none"> Installation, provisioning and commissioning of Hybrid SSE solution on all the endpoints across BHEL. Installation, provisioning and commissioning of Next Generation Firewall solution at Hyderabad and Haridwar.
3.	Location of Work	BHEL RC Puram Hyderabad & Haridwar BHEL/ CDT, Sector-16A, Noida
4.	Period of contract	Five Years from the date of installation as per Work order.
5.	Last date/ time for receipt of tender	10.00 Hrs on dt. 12.07.2024
6.	Date/ time of opening of Techno-commercial bids	15.00 Hrs on dt. 12.07.2024 Change in opening date, if any, will be intimated later.
7.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.
8.	EMD amount	Rs. 20,00,000/- (Twenty Lakhs Rupees)
9.	Special Instructions to The Bidder	A pre-bid conference will be arranged on 02.07.2024 at 10.00 Hrs as per clause 2.2 Pre-Bid Conference of scope, technical & functional requirements. Meeting Location: DTG Conference Hall, Building No 78, BHEL Trichy – 620 014. The bidders are required to contact Sr. Manager/ DTG (Mr. A Kalaiselvan) to get information about the pre-bid meeting, and to arrange for gate pass, etc. email: a.kalai@bhel.in; Phone: 0431-257 7935

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with seal & full address



This two-part e-tender consists of the following:

Part – I (A):

1. **Pre-qualification Bid:** Earnest Money Deposit (EMD)
2. Evaluation Criteria
3. Payment terms
4. General terms & conditions of the contract

Part – I (B): Techno-Commercial Bid

1. Pre-Qualification Requirements (Annexure-I to VI)
2. Commercial Terms & Conditions for Bidders
3. Contract Agreement
4. Technical Specifications
5. Checklist of Annexures
 - Annexure-I: Authorization by OEM
 - Annexure-II: Annual turnover of bidder
 - Annexure-III: Major orders received in last seven years
 - Annexure-IV: Order details of SSE endpoints deployed for customers in India
 - Annexure-V: No Deviation certificate
 - Annexure-VI: List of consignees and respective location
 - Annexure-VII: Mutual Non-Disclosure Agreement
 - Annexure-VIII: BOM for Network Perimeter Security Appliances and Security service edge solution
 - Annexure-IX: Technical requirements, specifications, Compliance
6. Technical Bid Form
7. IP and IEM (Annexure-E)
8. Local content declaration (Annexure-B)
9. PBG Format [Annexure-F]
10. EMD through E-collect (Bank payment) [Annexure-A]

Note: Vendors to read and understand all the pages of tender documents & above annexures and fill, sign with seal and submit with their offers for qualifying in this tender. PBG format for Performance Security is applicable to the L1 vendor only.

Part – II: Price Bid – Price to be quoted separately in NIC portal only

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**Special Instructions to the bidders:**

- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be

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penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.

- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- The evaluation currency for this tender shall be INR.

Thanking you,

For **Bharat Heavy Electricals Limited**

M. Sudala Srinivasan

Manager / Works Contracts Management

Third floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu

Phone: 0431-2575478

Email: mssvasan@bhel.in



PART – I (A)

PRE-QUALIFICATION / EMD

1 EARNEST MONEY DEPOSIT (EMD)

1.1 EMD AMOUNT: Refer page 1 of this tender document

- 1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.
- 1.1.2 EMD shall not carry any interest.
- 1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.1.4 EMD should be valid on the tender opening date.

1.2 EMD WAIVER DOCUMENTS

- 1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate.
- 1.2.2 EMD is waived off for Start-up companies by submitting relevant certificates issued by Department of Industrial Policy and Promotion.

1.3 MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

- 1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – A) for vendors' reference.
- 1.3.2 Demand draft, in favour of BHEL, Trichy-14 payable at Trichy (along with offer).
- 1.3.3 Fixed Deposit Receipt (FDR) 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 along with letter issued by the bank as per format Annexure-C)
- 1.3.4 Insurance Surety Bonds
- 1.3.5 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from list of BHEL Consortium banks given in Annexure-D, provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/- and rest ₹2,00,000/- to be submitted through other modes mentioned above.

1.4 FORFEITURE OF EMD:

EMD by the tenderer will be forfeited as per tender documents if:

- 1.4.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 1.4.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of WO/ Contract or as indicated in WO/ Contract.
- 1.4.3 EMD by the tenderer shall be forfeited in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

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**BIDDER SHOULD QUOTE ONLY IN LUMP SUM (Excluding GST) AS PER THE FOLLOWING ALLOCATION:**

(Based on total quoted rate by vendor, per unit per quarter rate will be arrived by BHEL and payment will be made quarterly basis).

Sl. No.	Item Description	Unit Measurement (UoM)	Qty	Rate Distribution %
1	SSE & ZTNA (for Internet Access & Private Access) solution			
	1.a. Internet Access	Users	18000	55.64701%
	1.b. Private Access	Users	10000	25.60597%
2	Next generation Firewall solution for DC	HA Pair	1	9.37351%
3	Next generation Firewall solution for DR	HA Pair	1	9.37351%
Total				100.00000%

Illustration of rate allocation (sample only): Assume that there are two items in BOQ. The respective quantity and percentage allocation is specified as given below:

Item	Quantity	% Allocation
10	12,130	97.51 %
20	302	2.49 %

Suppose if the amount quoted by the bidder is ₹ 10,00,000 /- for the entire package for the quantity given in the above table, the amount allocated for item 10 would be $97.51\% \times ₹ 10,00,000 = ₹ 9,75,100$ /- and the rate for the item 10 would be $₹ 9,75,100 / 12,130 \text{ numbers} = ₹ 80.38$ /-.

Similarly, the rate for item 20 would be $₹ 24,900 / 302 \text{ numbers} = ₹ 82.45$ /-.

The rates will be rounded off to nearest two decimal places only so as to match the total amount or closest to the total amount, quoted by the bidder. **Rates so arrived by BHEL will be final and binding on the contractor.**

- 2. Evaluation criteria:** Splitting of contract is not applicable to this work, hence L1 will be awarded the full / complete work as a package.

Contract will be awarded to one party as a package based on the overall L1 rate. Contractor must quote lumpsum rate for all line items (excluding of GST) on FOR destination basis inclusive of all other taxes, P&F, freight etc. Transit Insurance is under Supplier scope.

3. Payment Terms:

- 3.1 The payment will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate to the locations placing the order, from where the payments will be directly released.
- 3.2 Bidder has to complete installation of the solution across BHEL as per the order. The lease quarterly payment will be due after completion of the quarter from the date of successful completion of installation & acceptance by BHEL. However, 1st quarter lease payment will be proportionate as per commissioning date.
- 3.3 Payment will be made on quarterly basis after completion of work and certification of bills by respective area Executive in charge:-
 - (i) 90 days for Non MSME Vendors
 - (ii) 60 days for Medium vendors
 - (iii) 45 days for MSE vendors
- 3.4 No interest shall be payable for delayed payment (if any).

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**4. GENERAL TERMS & CONDITIONS OF THE CONTRACT****4.1 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS**

- 4.1.1.1 MSE suppliers can avail the intended benefits including payment terms only if they submit along with UDYAM certificate.
- 4.1.2 Definitions of MSEs owned by Women is under:
- In case of proprietorship firm, proprietor must be woman.
 - In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - In case of private limited companies, at least 51% share must be held by women promoters.
- 4.1.3 Definitions of MSEs owned by SC/ST is under:
- In case of proprietorship firm, proprietor must be SC/ST.
 - In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - Revenue Officer not below the rank of tahsildar.
 - Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
- 4.1.4 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply 100% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate as contract is not splittable. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

4.2 GOODS AND SERVICES TAX (GST)

- 4.2.1 The price/ rate to be quoted by the bidder shall be exclusive of GST which will be paid at actual applicable rates at the time raised of invoice, subject to the variation in taxes and duties clause. The bidder shall indicate the present applicable GST rate in the quote.
- 4.2.2 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- 4.2.3 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes), DC and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 4.2.4 Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- 4.2.5 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- 4.2.6 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Tax invoice by BHEL
- 4.2.7 As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A & GSTR-2B).

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- 4.2.8 In case of discrepancy in data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 4.2.9 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-06 or GSTR-3B to be filed) within stipulated time, then GST paid on the invoices pertaining to the month for which GST amount not remitted by the vendor will be withheld and recovered from other payments of the vendor.
- 4.2.10 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 4.2.11 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 4.2.12 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018- Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal
- 4.2.13 In case of orders for supply of goods, the vendor must submit the E-Way Bill (with Part-B filled) generated in the E-Way Bill portal, used for transportation of goods for the respective tax invoice.
- 4.2.14 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its bidder. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its bidder.
- 4.2.15 In case the declared invoice is subsequently amended in GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the bidders due payment.

4.3 TERMS FOR PRICE BID & RATE BASIS

- 4.3.1 Price bid is to be submitted in a separate price bid form provided in the NIC portal.
- 4.3.2 The period of the contract can be extended if required by BHEL and agreed by contractor.
- 4.3.3 The rate quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be made to the contractor by BHEL. Any increase of DA/ wages to the contract labour, if any, shall be absorbed by the contractor themselves during the period of contract.
- 4.3.4 Quotation should be valid for a period of 180 days from the date of tender opening.
- 4.3.5 The quoted rate should be (excluding GST) and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid only on submission of documentary evidence.
- 4.3.6 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.
- 4.3.7 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on Minimum Wage.
- 4.3.8 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 4.3.9 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 4.3.10 New vendors responding against BHEL website/ NIC/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.

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4.3.11 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").

4.3.12 The vendor will be permitted to work round the clock to complete the work.

4.4 REVERSE AUCTION

- i. BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2021 as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.
- ii. Clause 10.1 of RA Guidelines 2021 is alone modified as below :-
"Reverse Auction will be conducted if two or more bidders are techno- commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four or more qualified bidders, the H1 bidder shall be eliminated. However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference (presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time). In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal"
- iii. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

4.5 RATE FINALIZATION

4.5.1 **BHEL will finalize the rates through Reverse Auction as per RA Guidelines.**

4.5.2 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case, BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float / short close the Tender, if L1 price is not the lowest acceptable price inter-alia other reasons.

4.6 TERMS & CONDITIONS FOR THE CONTRACTS

4.6.1 **DEFINITION:** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

- i. The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. The "work" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- iii. The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- iv. "The Officer-In charge" means, the Officer deputed by the Head of WCM, to supervise the work or part of the work.
- v. "Approved" and "Directed" means, the approval or direction of Head of WCM, or person deputed by him for the particular purposes.
- vi. "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- vii. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- viii. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- ix. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

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- x. A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 4.6.2 **HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.
- 4.6.3 **WORK TO BE CARRIED OUT:** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
- 4.6.4 **COMPLIANCE TO REGULATIONS AND BY-LAWS:** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4.6.5 **SECURITY DEPOSIT (SD):**
Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. Security Deposit has to be deposited within 15 days of LOI. Else attract the provision of "Suspension of Business dealings with Suppliers/Contractors" as per BHEL policy.
- 4.6.5.1 **MODES OF DEPOSIT OF SD:** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for SD amount attached (Annexure – A) for vendor's reference)
 - Bank Guarantee will be accepted from List of BHEL Consortium banks given in Annexure-D. The Bank Guarantee format should have the approval of BHEL.
 - Fixed Deposit Receipt (FDR) 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 along with letter issued by the bank as per format Annexure-C)
 - 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)
 - Insurance Surety Bonds
- 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.
- 4.6.5.2 **COLLECTION OF SECURITY DEPOSIT**
- The Security Deposit must be deposited before the start of Work.
 - At least 50% of the required Security Deposit is to be submitted 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 Security Deposit shall not carry any interest.
- NOTE:** After issue of LOI / Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, SD deposited by the Contractor will be forfeited and suitable action as per Suspension of Business dealings guidelines will be taken.
- 4.6.6 **PAYMENT OF BILLS:** All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

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- i. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
 - ii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.
- 4.6.7 **REFUND OF SECURITY DEPOSIT:** Security Deposit will be refunded on successful completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.
- 4.6.8 **SET OFF /RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 4.6.9 **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
- 4.6.10 **PREFERENCE TO MAKE IN INDIA:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
- 4.6.11 **INCOME TAX:**
- i. Income tax Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
 - ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
 - iii. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.
- 4.6.12 **GST:**
- i. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
 - ii. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
 - iii. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the GST amount calculated at the applicable rate
 - PAN based GST Registration No.
 - iv. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.
- 4.6.13 **AVAILING INPUT TAX CREDIT (ITC):** As per GST in line with new GST Return System from 1st Oct 2019.
- 4.6.14 **ORDERS UNDER THE CONTRACT:** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of

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progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period under each work order.

- 4.6.15 **COMPENSATION TO WORKMEN:** BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

- c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)

ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)

- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923

- 4.6.16 **PRECAUTIONS AGAINST RISK:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

- 4.6.17 **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

- 4.6.18 **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default. If the Contractor shall:

Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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**4.6.19 CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENT/ TRANSFER OR SUB-LETTING OF CONTRACT:**

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- i. being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any: Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- iii. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- iv. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

4.6.20 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of WCM., or his authorised representative;
- ii. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract.

4.6.21 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

4.6.22 SPECIAL POWER TO TERMINATION: If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might

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have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

4.6.23 FORCE MAJEURE CLAUSE:

- i. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
- ii. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly.

4.6.24 SIGNING OF CONTRACT: Each contract document shall be signed by the Contractor with his usual signature.

Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

4.6.25 FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ 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 fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

4.6.26 SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

4.6.27 STATUTORY REQUIREMENTS:

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- i. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- ii. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- iii. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

4.6.28 **REMOTE TRANSACTIONS:** The contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

4.6.29 **CHANGE IN CONSTITUTION OF FIRM:** Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

4.6.30 **SAFEGUARD OF EMPLOYER'S INTERESTS:** Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

4.6.31 **RIGHTS:**

- i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- ii. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- iii. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- iv. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

4.7 **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 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value/Nil, the balance amount will be recovered in all or any of the following manners:

- i. From dues available in the form of Bills payable to defaulted supplier against the same contract.

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- ii. From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- iii. In-case recoveries are not possible with any of the above available options; Legal action shall be initiated for recovery against defaulted supplier.

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

4.8 Cartel Formation:-

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

4.9 Resolution of Disputes

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure- H** to this tender.

The **Annexure- H** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this tender

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re- enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor

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shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

4.10 Conflict of Interest Among Bidders/Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e. Bidder participates in more than one bid in this bidding process.
Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly! Assemblies from one bidding manufacturer in more than one bid; or
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;

or
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

4.11 COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

- 4.11.1 The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age.
- 4.11.2 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.
 - a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
 - b) The minimum wages Act 1948 and the related rules
 - c) The payment of wages Act 1936 and the related rules.
 - d) The Factories Act 1948 and related Tamil Nadu Rules.
 - e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.

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- f) The Employees State Insurance Act 1948.
 - g) Workmen Compensation Act 1923
 - h) Payment of Bonus Act 1965
 - i) Maternity Benefit Act, 1961
 - j) Payment of Gratuity Act, 1972
 - k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - l) Equal Remuneration Act, 1976
 - m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - n) The Industrial Disputes Act 1947
- and any other law, or modifications to the above or to the rules made there under from time to time.

4.11.3 REGISTRATIONS AND LICENCING:

Every contractor shall register his name with the Personnel & Administration Department of BHEL before taking up the work awarded to him by giving the following information and getting a code Number.

- a) Name of the Contractor
 - b) Nature of Work
 - c) Period of Work
 - d) Number of maximum labour employed by him on anyone day.
 - e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
 - f) The labourer should be enrolled with PF, ESI and enrolment No should be furnished on finalization of contract.
- 4.11.4 The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.
- 4.11.5 The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.
- 4.11.6 **WAGES:** The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:
- a) Serial Number
 - b) Location
 - c) Period of Work
 - d) No. of Contract labour engaged during the month
 - e) No. of days worked
 - f) No. of Man – days worked
 - g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

- 4.11.7 **REGISTERS AND RECORDS:** The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

4.11.8 WORKING CONDITIONS:

- a) The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
- b) The contractor shall ensure that his workmen vacate the premises after shift is over.
- c) The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.

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- d) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
- 4.11.9 **NOTICES OF ACCIDENTS:** In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)
- 4.11.10 **COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:**
- a) The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
 - b) The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
 - c) The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
 - d) The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
 - e) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
 - f) In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
 - g) The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
 - h) Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.
- 4.11.11 **BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN (Applicable only where this system exists):**
- a) The Entry/Exit of the contract workmen is to be regulated through Biometric system.
 - b) The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
 - c) The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
 - d) The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
 - e) The contractor should educate the contract workmen in registering the attendance through the system.
 - f) Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
 - g) If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
 - h) On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the Contract Cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill / security deposit of the contractor.
 - i) If any contract employee lost his / her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
 - j) The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
 - k) The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

Place / स्थान:
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Signature of Authorized Signatory
with seal & full address



4.11.12 **SAFETY CONDITIONS:** Factories Rules & Acts applicable to respective states should be followed.

- a) Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- b) Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- c) Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- d) Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A)

4.11.13 **COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:**

- a) All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- b) Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- c) Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- e) The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- g) Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- h) Smoking is not allowed in work area.
- i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- k) It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

4.11.14 **TERMS & CONDITIONS** of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:

- a) The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- b) Contractor shall supervise the work carried out by his/her employees.
- c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



- h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- l) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- m) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- o) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- p) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- q) WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



ANNEXURE – A

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Tiruchirappalli through SBI e-collect.
- Vendors (EMD & SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

**ANNEXURE-B**

(TO BE SUBMITTED ON AUDITOR/ CHARTERED ACCOUNTANT LETTER HEAD)

Local Content Declaration

Tender No.	9472400057
Tender Date	27-06-2024

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

This is to Certify that M/s..... as a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

(Please fill all the yellow color field)

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



ANNEXURE-C

**Format of Letter Confirming the Lien on Fixed Deposit Receipt
(On the Letter Head of Bank)**

Reference No.....

Date :

To

M/s Bharat Heavy Electricals Limited,
Finance Department ,24 building,
TRICHY-620014.

Dear Sir /Madam,

We refer to the fixed deposit receipt (FDR) bearing no. _____ dated _____
for Rs. _____ issued in the name of Bharath Heavy Electricals Ltd. (BHEL) Trichy-14. Account of ____
(Name of the vendor)

We hereby agree and confirm that,

1. There is no lock in period for encashment of the said FDR.
2. The amount under the said FDR would be paid to you on demand, at any point of time before, or upon maturity, without any reference to the _____ (name of the vendor).
3. Encashment whether premature or otherwise would not require any clearance from any other authority / person.
4. We agree that on encashment of FDR, the interest accrued will also be released to you.
5. We agree that the FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of such renewal shall be sent to BHEL, Trichy-14 and(the name of the vendor) immediately after the renewal.
6. FDR will not be closed, encashed, changed or Discharged without the written permission / confirmation from M/s. BHEL, Trichy.
7. We acknowledge and agree that the Lien created on the FDR shall be in force until BHEL, Trichy gives us a Discharge Letter in this regard.

Yours faithfully,

Authorised Signatory
(Bank Stamp/Seal)

This letter to be typed on Bank's letter head,
Bank email id:
Mobile no:
Landline no:
Address for communication:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

ANNEXURE-D

The list of Consortium Banks is as follows:

Sl. No.	Name of the bank
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

**Annexure-E****INTEGRITY PACT (IP):**

1.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

1.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

1.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)	(2)
Name: K Karthikeyan Designation: Sr. DGM Dept: Works Contracts Management Address: Bldg. 24, 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2574638 Email: karthi@bhel.in	Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24, 3 rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: mssvasan@bhel.in



INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

.....(description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, Contract/s for **Supply, Installation and Maintenance of Network Perimeter Security Appliances and Security service edge for a Lease Contract period of 5 years**. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- a. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii.The Principal will exclude from the process all known prejudiced persons.
- b. If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle or associates. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor (s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those subcontractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

**Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor (s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant to the management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.

8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD. BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract of successful bidder and for all other bidder 6 months after the Contract has been awarded. Issues like warranty guarantee etc., should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged / determined by the CMD, BHEL.

Place / स्थान:

Signature of Authorized Signatory

Date / दिनांक:

with seal & full address



Section 10 – Other Provisions:

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those Bidders / Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal

M. SUDALA SRINIVASAN
Manager

Place: Trichy

Date: 27/06/2024

Works Contracts Management
BHEL, TRICHY - 620 014.

For & On behalf of the Bidder/Contractor

(Office Seal)

Witness: (Name & Address)

M.P. CHAUDHARY
Addl. Engineer
WCM / BHEL Trichy

Witness: (Name & Address)

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

**ANNEXURE-F****BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

BHARAT HEAVY ELECTRICALS LTD

TRICHY 620014

IFSC (SBIN0001363)

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.
6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.



9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.
10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.
11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.
12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.
13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
- Notwithstanding anything to the contrary contained hereinabove:
- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
 - b) This Guarantee shall be valid up to⁷
 - c) Unless the Bank is served a written claim or demand on or before (minimum 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.
14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



ANNEXURE-G

PROFORMA OF BANK GUARANTEE

(in lieu of EARNEST MONEY)

(On non-Judicial stamp paper of appropriate value, should be valid for a period of at least six months from the date of tender opening)

Bank Guarantee No.....

Date.....

To

Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruchirappalli – 620014

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender, Enquiry No..... (Tender Reference)
M/s..... (vendor name) having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of (Name of work) invited by Bharat Heavy Electricals Limited through its Unit, High Pressure Boiler Plant, at Tiruchirappalli – 620014

The Tender Conditions provide that the Tenderer shall pay a sum of Rs (BG Amount in words and Figures) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of (BG Amount in words and Figures) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the [Name & address of the Bank] having our Registered Office at (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of (BG Amount in words and Figures) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (BG Amount in words and Figures)

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We, Bank, further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said -renderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said -renderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the renderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including..... (Six months from the date of tender opening) and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the (Six months from the date of tender opening) we shall be discharged from all liabilities under this Guarantee.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

WeBank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (BG Amount in words and Figures)
- b) This Guarantee shall be valid up to.(Six months from the date of tender opening)
- c) Unless the Bank is served a written claim or demand on or before (Six months from the date of tender opening) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



We Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender
2. Name and Address of the Tenderer
3. Details of the Work
4. Name of the Employer
5. BG Amount in words and Figures
6. Validity Date
7. Date of Expiry of Claim Period

Note:

The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

Annexure- H

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.



8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.



16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.

- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

SI No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

SI No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.



29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - admissions made by the other party in the course of the Conciliator proceedings;
 - proposals made by the Conciliator;
 - The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



Appendix I

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE
DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No

& date_____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor**Name, with designation Date**

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Appendix III**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

TECHNICAL BID FORM

Ref : Tender No. 9472400057 dt. 27.06.2024

Subject : Two-part e-Tender inviting techno-commercial and price bids for Supply, Installation and Maintenance of Network Perimeter Security Appliances and Security service edge for a Lease Contract period of 5 years

SL NO	DESCRIPTION	RESPONSE
1	VENDOR NAME	
2	BHEL VENDOR CODE (IF ANY)	
3	NAME OF PERSON AND ADDRESS FOR COMMUNICATION RELATED TO TENDER	
4	CONTACT PHONE	
5	EMAIL ID	
6	PAN NUMBER	
7	GST REGISTRATION NO.	
8	PF Registration No. (if any)	
9	ESI Registration No. (If any)	
10	Labour License Registration No. (If any)	
11	EMD Amount to be paid or Exemption document to be submitted as per tender document	
12	Mode of EMD Payment	
13	% OF GST APPLICABLE FOR THIS WORK (To be mentioned by bidders)	
14	Liquidated damages (LD) / penalty as per tender conditions (To be agreed by bidder)	
15	Payment terms as per tender conditions (To be agreed by bidder)	
16	Acceptance to scope of work and technical terms & conditions as per tender. (To be agreed by bidder)	
17	Acceptance to Reverse Auction after Price Bid opening as per RA Guidelines. (To be agreed by bidder)	
18	QUOTATION VALIDITY: 180 DAYS FROM TECHNICAL BID OPENING (To be agreed by bidder)	
19	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. NIC) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)	



Request for Proposal (RFP) For

***“Supply, Installation and
Maintenance of Network
Perimeter Security Appliances
and Security service edge for a
Lease Contract period of 5 years”***

**BHARAT HEAVY ELECTRICALS
LIMITED**



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1. Synopsis:

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) intends to invite tender for “Supply, Installation, Commissioning & Maintenance of Network Perimeter Security Appliances (Next generation firewall) and Security service edge (SSE)” for the two Internet Gateways at Hyderabad & Haridwar and SSE solution across BHEL endpoints, for a lease contract period of 5 years.

Based on cumulative L-1 basis, LoA (Letter of Award) will be released on single bidder (hereinafter referred to as “bidder”). Splitting of contract is not applicable for this tender, hence, cumulative L-1 will be awarded. The requirement mentioned in this document is tentative in nature and the final requirement may have a variation of upto $\pm 15\%$ of the overall contract value.

1.1. Introduction

M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 through its office at New Delhi (hereinafter referred to as “BHEL”, which expression shall include its successors and assigns), invites offers to enter into a contract **for Supply, Installation, Commissioning & Maintenance of Network Perimeter Security Appliances (Next generation firewall) and Security service edge (SSE)**, firewall for the two Internet Gateways at Hyderabad & Haridwar and SSE in hybrid model across BHEL endpoints for a period of FIVE years on “**Financial Lease**” mode, as per requirements and commercial terms and conditions detailed in the tender documents.

The total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance during the contract period, insurance (as applicable) and any other incidental charges.

Contract period of five years shall start from the date of successful installation, commissioning by bidder and acceptance by BHEL at respective locations. In case the delay for installation is attributed to BHEL due to site not ready, then the contract shall start after 15 days from the date of delivery of equipment (acceptance by BHEL for total scope) at the location of installation/supply as directed by the location placing the order. If the delay is from bidder side, then the contract shall start from the date of successful installation by bidder. Details of acceptance procedure, if any, are enclosed separately along with technical specifications. Bidder shall be responsible for comprehensive maintenance of the solution & services during the entire contract period. Payments shall be released as per payment terms and other commercial terms & conditions, enumerated in later part of this document.

The summary of requirements is enclosed in BOM (Annexure-VIII). The rates will be finalized centrally and orders will be placed from respective location (Annexure-VI). BHEL shall place order for its requirement as per BOM, given in the later part of this document, within SIXTY (60) days of issue of LOA. Further, BHEL may also require to place order for additional number of

Internet Access or Private Access (SSE or ZTNA) licences (limited upto 2500 users), over and above the projected requirement given in BOM, during the contract period of FIVE (5) years. Whenever such requirement arises, the same shall be made available to BHEL at the same unit cost finalised in this contract. The bidder on whom the contract is finalized shall provide the items as per the specifications mentioned in the tender document.

1.2. Infrastructure:

All Units and Divisions have their own computing resources as per their perceived needs. Local connectivity of different departments and groups have been achieved through state-of-the-art LAN technologies (Giga Bit Ethernet/ Fiber optics). BHEL has established its corporate level Wide Area Network on MPLS based technology linking Manufacturing Units, Service Divisions, Project Sites and offices. This has enabled exchange of information across the Units / Divisions in a secured way. This network MPLS interconnects all locations of BHEL across the country, Internet services are provided from the centralised Internet Gateway locations.

2. Pre-Qualification Requirements (PQR):

Sl. No.	Eligibility Criteria	Documents to be provided
1	The bidder shall be a registered company in India under Indian Companies Act 1956 /2013.	Copy of the Certificate of Incorporation.
2	The bidder shall be Original Equipment Manufacturer (OEM) / OEM's joint venture company / OEM's subsidiary / OEM's authorized partner or System Integrator (SI) of OEMs. Bidders other than OEMs must obtain and submit authorization letter from OEM specifically for this tender mentioning BHEL's tender reference number.	Documentary evidence for OEM / OEM's joint venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator. Authorization letter from OEM, in case bidder is not OEM (as per Annexure-I).
3	The bidder should have positive net worth in each of the last 3 financial years, i.e., 2023-24, 2022-23 and 2021-22. The Bidder should have incurred profit in atleast one of the last 3 financial years, i.e., 2023-24, 2022-23 and 2021-22.	Audited Financial Statements (and Annual reports, if Applicable) for the Financial Year 2023-24, 2022-23 and 2021-22.
4	Average annual turnover of the bidder for the last three Financial years, i.e., 2023-24, 2022-23 and 2021-22, should be minimum ₹ 8.02 Crores .	Audited Balance Sheet, P/L accounts for 3 FY i.e., 2023-24, 2022-23 and 2021-22 (as per Annexure-II).
5	The bidder must have a valid ISO 9001:2008 (or latest) Certificate or a valid ISO 27001:2013 (or latest) certificate.	Copy of Certificate.

6	The bidder should have executed any one of the following similar works in the preceding seven years in India as on the date of opening of techno commercial proposal: One work costing more than ₹21.38 Crores OR Two similar works costing more than ₹13.36 Crores each OR Three similar works costing more than ₹10.69 Crores each.	Verifiable documentary evidence to be provided as per format available in (Annexure-III).
7	The bidder should not have been currently black listed / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.	The bidder should provide an undertaking on its letter head to this effect signed by its authorised signatory.
8	OEM Criteria: The offered SSE & ZTNA solution – a) OEM should be a manufacturer of the respective product portfolio mentioned in this tender for the last 3 years. b) The OEM should have Technical Assistance Center (TAC) and R&D center in India. c) shall have been supplied and successfully implemented for at least 3 (Three) Customers in India in last 5 years, AND shall be deployed with each of the three customers having at least 10,000 SSE & ZTNA licenses (Internet access & Private access combined), AND shall have both licenses (Internet access & Private access) included in each of the above deployment.	a) & b) Declaration on OEM letterhead to be submitted along with address details. c) Documentary evidence for Order (PO / WO / LOI) (Annexure-IV). End-customer details shall be provided for verification purpose.

NOTE:

- a) All data shall be verifiable by BHEL.
- b) For this tender, definition of OEM means original equipment manufacturer of items given in BOM.
- c) 'Similar' Work means any work, which includes order for supply of Network Perimeter Security equipment / services on lease or outright purchase or IT system integration project comprising of Network Perimeter Security equipment / services. 'Network Perimeter Security equipment / services' mentioned here shall include any, some or all of the following products against all orders / works provided for fulfilment of above criteria - Security Service Edge (SSE) / Secure Web Gateway (SWG) / CASB (Cloud Access Security Broker) / ZTNA (Zero Trust Network Access) / Next Generation Firewall (NGFW) / Web Application Firewall (WAF) / Distributed Denial of Service (DDoS) protection solution.
- d) The work "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the total contract is started earlier and / or is not completed / closed.

- e) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall be considered acceptable.
- f) BHEL reserves the right to visit bidder's facilities like registered office, Service / Support Centres, etc. or talk to customers/clients to ascertain the capability of the bidder or the veracity of the testimonies at any time during evaluation of the bid.
- g) In case of any discrepancy, the decision of BHEL will be final.

2.1. Pre-Bid Conference

- 2.1.1. The bidders are expected to carefully go through this tender document and understand all the requirements thoroughly before submitting their offer. Any pre-Bid clarification and query pertaining to this tender enquiry must be submitted in writing and addressed to the official inviting the offers. All these queries will be clarified in the Pre-Bid conference. BHEL will not be liable to entertain or respond to bidders' queries received after the Pre-Bid conference.
- 2.1.2. Pre-Bid conference of the bidders shall be convened at the designated date, time and place. A maximum of 3 representatives of each bidder shall be allowed to participate on production of authority letter from the bidder.
- 2.1.3. During the course of Pre-Bid conference, the bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
- 2.1.4. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Bidders shall be deemed to have fully understood the statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the contract.

2.2. Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender enquiry. Bidders have to submit a "No Deviation Certificate" in Part-I of the offer as per format enclosed as Annexure-V of this tender.

Deviation is not acceptable in technical & commercial terms and conditions.

2.3. Other Important Terms and Conditions

- 2.3.1. Make and Model of the equipment/solution shall be specified in the space provided in the BOM.
- 2.3.2. Any format not properly filled, partially filled or not filled will make the bid liable for rejection.
- 2.3.3. 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.
- 2.3.4. Enclosures consisting of all specified documents shall be cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate document. A check list of such documents has also been incorporated into the tender to guide the bidders.
- 2.3.5. 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.

3. Commercial Terms & Conditions for Bidders

General

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies, corporate, limited liability companies, partnership and other legal entities.

3.1. Expectations from Bidders

Bidder is required to give a total solution as per specification enclosed. The complete working of the solution is the responsibility of the bidder. In case any extra item (hardware, software, license, services) is required for complete functioning of the system, the same must be provided at no additional cost to BHEL. Escalation matrix up-to Level 5 and Top management, with contact details to be clearly mentioned in the offer.

3.2. Supply Condition

All equipment supplied as part of the solution shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished. The offered SSE solution shall be of latest version, the same shall be certified by the OEM.

The bidder will also have to produce a certificate from the principal OEM(s) for back-to-back support for the complete contract period for all items. The period of back-to-back support with OEM will start from the date of commissioning issued by respective locations.

3.3. Location & Consignee

The list of locations with the quantity is detailed in Annexure-VI.

3.4. Delivery

Delivery (i.e. Supply and installation) period shall start from the date of placement of firm order. "Delivery period" shall be as detailed below and it will be counted from the date of Order:

Item	Delivery, installation and configuration
Installation, provisioning and commissioning of Hybrid SSE solution on all the endpoints across BHEL.	Within 60 days after the placement of order.
Installation, provisioning and commissioning of Next Generation Firewall solution at Hyderabad and Haridwar.	Within 60 days after the placement of order.

3.5. Payment terms refer clause 3 of tender document.

3.6. Liquidated Damages (LD) for Late Delivery

For any delay in supply, installation, configuration and commissioning of the solution against any order, LD shall be levied on the bidder at the rate of 0.5% per week (or part thereof) subject to a maximum of 10% of the total order value, corresponding to the location, for entire contract period. This LD will be deducted from the first payment. In case the LD amount to be deducted is more than the first payment charges (initial quarterly charge), the same will be adjusted from the subsequent payments. However, if the delay is due to any reason on BHEL's account, then that delay will not be counted on service provider's part and no LD will be levied on the bidder.

3.7. Downtime Calculation

1. Penalty for SLA Non-Conformance

At the end of each quarter downtime will be calculated for each device / service group (both software & Hardware). Downtime will be calculated on quarterly basis for each group. The deductions will be made as per the following formula:

Downtime (B) in % per quarter			Deduction Factor (D)
SSE Solution (on-Cloud Components)	SSE On-prem Components (HA Pair / Cluster)	Next generation Firewall (HA Pair / Cluster)	
<0.001%	<0.1%	<0.1%	Zero
<0.001% to 0.01%	<0.1% to 0.25%	<0.1% to 0.25%	1
<0.01% to 0.1	<0.25% to 0.5%	<0.25% to 0.5%	1.5
Above 0.1%	Above 0.5%	Above 0.5%	2

Working calculation for deduction of Penalty:

Downtime in a quarter	=	A Minutes [sum of monthly downtime in the quarter]
Downtime percentage	(B)	= $A \times 100 / (60 \times 24 \times \text{No of Days in Quarter})$
Deduction factor	=	D
Quarterly lease charges	=	M Rupees
Penalty due to non-availability / absence of Support Staff (@₹500/- per day)	=	E
Amount of Deduction (in INR)	=	$(M \times B \times D / 100) + E$

Note:

- i) In case of occurrence of any fault, the response time shall be within 3 hours of reporting of such faults.
- ii) The total deduction due to SLA non-conformance per quarter for each ordering location will be limited to 20% of quarterly charges against the order for that location.
- iii) Scheduled maintenance time should not be more than one hour per month and BHEL should be informed at least 48 hours in advance and subsequent approval / acceptance should be taken from BHEL.
- iv) Any faulty equipment requiring replacement shall be replaced within Next Business Day (NBD), i.e., by next day if replacement is requested from Sunday to Thursday, and by next Monday if replacement is requested from Friday to Saturday.
- v) In case single or multiple components in an equipment HA pair or cluster is / are down, the same shall be restored within 72 hours of fault occurrence. If the same is not restored / replaced / recovered / resolved within 72 hours of fault occurrence, the entire HA pair or cluster of devices for that service group shall considered as down and deduction will be made in accordance with table above.
- vi) BHEL reserves the right to ask the bidder for replacement of the faulty equipment, without any extra charge, for the following cases:
 - a) If the uptime for equipment/system falls below 90% continuously for 3 months.
 - b) If resource utilisation (CPU, RAM) remains high (>75%) continuously for 3 months.

If the availability of solution (combined availability of all equipment as per BOM) deployed at any or all ordering locations is below 75% continuously over a period of 6 months, BHEL reserves the

right to terminate the contract in full without any cost implication to BHEL notwithstanding with others terms & conditions of the contract.

2. Penalty for absence of Resident Engineer (RE)

The bidder shall arrange for substitution for RE on absence. At any point of time, the number of RE(s) deployed in a particular location shall be maintained. In case the same is not maintained, then a penalty @₹500/- per day per RE, for every absent RE, shall be levied on the bidder.

This penalty will be deducted from the quarterly charges as per order.

The total deduction due to absence of RE, per quarter for each location against a particular order will be limited to the 20% of the total quarterly charges for that location. If the cumulative deduction due to downtime and absence of RE exceeds the quarterly maintenance charges, then the penalty will be deducted from subsequent quarterly maintenance charges.

3.8. Maintenance

3.10.1 Maintenance service shall cover maintenance of the overall solution to the satisfaction of BHEL that include, but is not limited to, SSE services, necessary repair and replacement of equipment, maintaining spares, if required, to achieve the SLA requirement during the contract period.

3.10.2 Maintenance charges shall cover RE charges, insurance charges, 5-year warranty charges of the equipment, etc.

3.9. E-Waste disposal

Bidder shall ensure full compliance to E-waste (Management and Handling) rules issued by Government for products being supplied to BHEL.

3.10. Training

3.12.1 The bidder shall organize following training courses from authorized top-level training partner of the OEM:

- a) a minimum 2-day training course on NGFW for min 6 BHEL officials.
- b) a minimum 3-day training course on SSE solution for min 6 BHEL officials.

3.12.2 The bidder shall also organize a full day operational / administration level training at the Internet Gateway locations for the network administrators for all the supplied equipment.

Note:

- The duration of training courses is only indicative and bidder shall arrange training for duration as per OEM best practices.
- The traveling & stay charges for the participants will be borne by BHEL.

3.11. Indemnity

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

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

In the event of any such claims being made against the BHEL, BHEL will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or defend BHEL in any litigation that may arise there from. In case bidder fails to effectively defend BHEL in any litigation then BHEL shall defend such proceedings at risk and cost of bidder. Bidder shall be responsible for penal consequences of any nature whatsoever arising out of such proceedings without any implication to BHEL.

3.12. Insurance

The equipment supplied under this contract shall be fully insured by the bidder against any loss, theft, fire, damage due to any reason, etc., during transportation, storage, delivery, installation and operation for the entire period of the contract.

For any theft or damage to any of the supplied items, where the bidder / Service Provider is filing a claim with the insurance agency; the bidder shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and risk purchase clauses of the contract will become applicable. Evidence of insurance policy shall be submitted to BHEL. If the bidder fails to renew the policy before the expiry, BHEL may withheld the quarterly payment, till necessary document proof for insurance renewal is submitted.

3.13. Non-Disclosure Agreement

3.13.1. 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.

3.13.2. 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 Mutual Non-Disclosure Agreement (NDA) (as per Annexure-VII) in line with the BHEL's Information Security Management System (ISMS).

3.14. Confidentiality

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL 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.

3.15. Sub-Contracting

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any other party without prior written consent of BHEL. All the state and central government statutory requirements are to be fulfilled by the bidder/ business partner. The invoices will be raised by the bidder only and all payments/deductions will be done against the bidder bills only.

3.16. Acceptance of LoA / Rate Contract

Letter of Seller/ Contractor/ bidder's acceptance of the LoA / Rate Contract is to be submitted within seven working days of issue date of LoA/Rate Contract.

3.17. Terminal Payment

BHEL shall have the right to acquire all the supplied equipment (servers, appliances, related software and accessories at the end of the contract period by paying a nominal charge of ₹1.00 per Order as terminal payment. Invoice for terminal payment shall be raised along with the invoice for the last quarter of the contract. Maintenance of these equipment shall be with the successful bidder until the ownership is transferred to BHEL, without any extra charges for a period of not exceeding 60 days from the last date of the contract period.

4. Contract Agreement

Based on the finalized terms and conditions of Contract, location placing the order for supply of solution shall execute a bipartite agreement with the successful bidder.

After the owner notifies the successful bidder that its bid has been accepted (through issuance of LoA for the contract), the bidder shall sign and return back to the owner duplicate copy of the LoA for the contract as an acceptance of the LoA within 7 working days. Thereafter, the owner shall issue the draft contract agreement within 15 days of acceptance of LoA. One principal agreement with terms and conditions, but without the specific period (start and end of contract) for ordering locations shall be signed by the lead purchase agency. Bipartite agreement shall be signed by each location/unit from where order is released for the required solution in the next 15 days.

5. Integrity Pact

Bidders shall have to enter into Integrity Pact with BHEL for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.

6. Technical Specifications

Complete solution, equipment will be taken on lease and shall be provided as per Bill of Material (BoM). Any other item(s), necessary for completeness of the solution but are not part of BoM, shall be provided by the bidder at no additional cost to BHEL.

Minimum technical requirements, specifications for solution is attached as **Annexure-IX**. All the technical requirements and features in the above annexure shall be available from day one.

Bidders shall note that these are minimum specifications only and if higher specifications / configuration, higher models or upgrades are required for proper delivery of services and SLA conformance, the same shall be provided as and when required during the currency of the contract at no additional cost to BHEL.

The brief scope of work -technical includes, but is not limited to, the following.

- a) Bidder has to submit implementation plan and the details of plan should not be limited to architecture diagram, low level detailed network diagram considering the interfaces, peer connectivity, VM details, etc. along with project schedule date for deployment of new security solutions proposed as per this RFP within 2 days of LoA.
- b) Bidder shall supply, install, configure & commission Network Perimeter Security solution at the two Internet Gateways of BHEL, as per technical specifications & functional requirements of BHEL.
- c) If required, BHEL may ask for Proof of Concept (POC) to demonstrate the technical compliance for the specifications mentioned prior to evaluation of bids / opening of price-bid. When asked, the bidder shall demonstrate the capability through POC within 7 days of receiving the request from BHEL, failing which, the solution proposed by the bidder shall be deemed as technically non-compliant.
- d) Bidder shall install, configure and provision the SSE solution across all the endpoints as per the technical specifications & functional requirements on a hybrid infrastructure.
- e) The Bill of Material (BoM) and technical specifications are provided as Annexure-VIII. The solution supplied by the bidder shall be upgradable and usable for at least 5 years from the date of installation. No appliances and services delivered as part of the solution shall be out-of-sale within 2 years from the date of submission of technical bid by the bidder.
- f) After installation, the vendor shall demonstrate the operational and functional working of the solution as per key parameters.
- g) The bidder shall manage & maintain the supplied solution / appliances for the entire contract period of 5 years. The bidder shall provide a direct support and shall not have a third-party sub contract for support and services.

- h) The successful bidder shall nominate one technically competent person as project manager who will be single point of contact from bidder's end during the implementation period. There will be one project manager from BHEL side also who will coordinate during the implementation period.
- i) Assessment of number of VMs and any other resources required to setup the solution, shall be done by the bidder. The proposed solution architecture shall be approved by the OEM and the same shall be submitted to BHEL.
- j) Implementation and configuration of remote access to BHEL offices applications, desktop PCs/Workstations/Servers over RDP, File servers, standalone, legacy and web applications.
- k) Configuration and implementation of multiple profile-based security policies as per the BHEL requirement.
- l) Configuration and integration of web & client-based applications with SSE and verify that all applications are working smoothly when accessed through the Secure Remote Access Solution.
- m) Configuration of monitoring and reporting functionalities as per BHEL requirements.
- n) The bidder shall provide annually (and as & when required by BHEL) the third-party Vulnerability Assessment / PT report of its IT infrastructure at data center where the solution is deployed.
- o) The bidder shall fix vulnerabilities identified in any component of the overall solution (NGFW/SSE/ZTNA, etc.) by applying appropriate security patches or work-around provided by OEM. Information of vulnerabilities can be reported through various security audits conducted by BHEL, publicly available information like CVE reports or OEM websites, or advisories received from agencies like Cert-In, NCIIPC, etc.

6.1. Support Staffs

- i) The successful bidder shall provide FOUR (4) qualified, experienced and trained Network & Security L2 level support staffs at the two Internet Gateways & Noida location of BHEL. The bidder shall deploy one such staff at each Internet Gateway locations (Hyderabad & Haridwar) to manage & provide support for the offered solutions deployed at these Gateways throughout the contract period and two (2) qualified, experienced and trained support staffs for Security Service Edge (SSE) in Noida to manage the overall Network Security and Security Service Edge (SSE) as per the scope of work. The support staffs deployed shall be with at least 3 years of experience on managing SSE solution / Next-Generation Firewalls / SWGs and shall be required to centrally manage the solution for the entire contract period of 5 years.
- ii) The support staffs at Internet Gateways (Hyderabad & Haridwar) shall be available on-site to provide Maintenance/operational support during BHEL office hours on all working days of BHEL. Support staffs at BHEL Noida shall be available in two shifts from 8:00AM to 8:00PM on all working days of BHEL. During non-office hours, the support staffs shall be available on phone to attend to any critical calls and, if required,

shall reach the site within two hours for such critical calls. However, all support staffs may also be required to be at site on need basis on Holidays/off working days/non-office hours also.

- iii) The responsibility of the support staffs shall include but not be limited to the following activities:

Support Staff at Internet Gateways:

- Power on tests of appliances, mounting of appliances on rack.
- Regular monitoring and reporting of status updates of supplied devices, hardware check-up, cloud service availability and performance monitoring, etc.
- Proactive health check-up and assessment of supplied solution / equipment.
- Ensuring that the all components and software services provided under this contract are updated regularly with latest definitions/signature/updates/patches.
- Attending to user complaints, coordinating with support staffs at Noida and/or OEMs for resolution of issues, maintain a record of all complaints / calls.
- Whenever required, provide necessary technical support over telephone, email, remote control of the desktop over MPLS or internet.
- Proactive and regular monitoring / review of access logs, immediately report any security incidents / suspicious activity to BHEL official in charge / SOC team.
- For all practical purposes, the support staffs at Internet Gateways will report to the support staffs at BHEL Noida.

Support Staffs at Noida:

- Carry out software updates, Performance Tuning, Process creation and follow-up for Backup / Restore / Administration as per Platform best practices, etc.
- Regular monitoring and reporting of status updates of supplied devices, Hardware Check-up, cloud service availability and performance monitoring, etc. in coordination with support staffs at Internet Gateway locations.
- Proactive health check-up and assessment of supplied solution / equipment.
- Integration with existing SOC (SIEM, SOAR) of BHEL.
- Proactive and regular monitoring / review of access logs, immediately report any security incidents / suspicious activity to BHEL official in charge / SOC team.
- Maintain regular backups of access logs, configuration files, system images as per BHEL's requirement.
- Administration & management of all software solution and appliances supplied as part of the solution under this contract.
- Ensuring that the all components provided under this contract are updated regularly with latest definitions / signature/updates/patches.
- Maintain a record of all complaints / calls.

- Coordination with support staffs at Internet Gateway locations, OEMs for resolution of issues and whenever required, provide necessary technical support over telephone, email, remote control of the desktop over MPLS or internet.
- iv) At the end of every month, the resource shall submit to BHEL Team, on demand, a summary report containing following, but not limited to:
 - Top internet users / location (BHEL offices), top Categories, etc.
 - Security Violations
 - Attacks
 - Any security incidents.
 - No. of complaints logged & closed.
 - Average resolution time of complaints.
- v) 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 bidder shall deploy a new resource within 30 days of the request.

vi) Qualification of Support Staffs:

Resource Details	Minimum Educational Qualifications	Skill Set
Network & Security Administrator (NSA) L2 Level	<ul style="list-style-type: none"> ○ Engineering Graduate in Computer Science / IT / ECE or MCA / M. Sc. (IT) / M. Sc. (Computer Science) from recognized University / Institute, with minimum 3 years' experience of managing security infrastructure that includes products like next Generation Firewall, SSE, VPN, SWG, etc., OR ○ Graduate from recognized University / Institute, with min 5 years' experience of managing network & security infrastructure (min. 3 years' experience in security) that include products like core networking components (routers, core / access switches, etc.), next Generation Firewall, SSE, VPN, SWG, etc. 	<ul style="list-style-type: none"> ○ Should be working as a core Network Security Administrator in an Enterprise environment. ○ Should have hands-on knowledge on Firewall, routing and switching, VPN, VLAN etc. ○ Good understanding of Network Architecture & Protocols, VLAN, dynamic routing protocols, VPN, IPsec, load balancers, DNS, etc. ○ Good understanding in installation, configuring, managing and monitoring of NGFW, SSE/SWG, etc.

- vii) **Minimum requirement of on-site resources:** The bidder shall deploy minimum number of on-site resource personnel as indicated above at respective offices of BHEL. However, with a view to achieve desired SLAs for respective services, bidders may plan and propose additional resources at various service verticals (Network / Security / Servers etc.).

The Service Provider must look for right mix of experienced skill-set to optimize the number of resources and thereby help BHEL in controlling overhead expenditure on account of infrastructure and similar other factors.

viii) The Bidder may please note the following in connection with resource deployment:

- a) The Bidder shall introduce the resources (throughout the period of contract) to BHEL via formal communication along with copies of qualification, experience, certifications and biodata. On receipt of the information, BHEL would conduct interview of the resources before finalizing. The bidder has to deploy the resource based on the confirmation from BHEL.
- b) The Bidder shall deploy ALL resources, who should be in their OWN PAYROLL.
- c) In case of services of an existing staff are withdrawn / terminated by the service provider, at least 30 days' notice has to be given by the vendor with at least 10 days overlapping period for proper take-over /hand over of the desk. Any short fall in notice period will be treated as absence of respective staff member.
- d) In addition to the work timing indicated above, depending on BHEL's requirements the resources may be occasionally required on BHEL holidays/ Sundays/ Gazetted Holidays and beyond the regular timings. Provision must be built by the bidder to provide these occasional services without any additional cost.
- e) Necessary stand-by arrangements have to be made during absence of any regular staff on account of leave or any other reason.
- f) Frequent change of support staffs will not be acceptable. In case of unavoidable circumstances, change of staff must be done with prior approval of BHEL.
- g) The bidder and all the deployed support staffs will be required to sign the declaration form as per BHEL's IT security policy/IT acceptable user policy or any other similar policy/guideline issued by the BHEL.
- h) Support staffs deployed by the bidder will be subjected to the disciplines, office decorum, etiquettes, good behavior as applicable to any other staff member of the BHEL.

- i) Deployed support staffs will have to make their own arrangement of transport / lodging, etc. for discharging their duties. They will also have to make their own arrangement of lunch/ snacks/ breakfast etc.
- j) Staff deployed by the bidder shall never be deemed to be appointed by BHEL nor shall they be under its service conditions.
- k) The shortlisted bidder has to carry out following checks for all resources deployed on the site during period of contract:
 - 1. Background verification - including education and experience of all the resources deployed on-site.
 - 2. Police verification (PV) - of all the resources deployed onsite at the BHEL.
- l) The background and Police verification certificates to be submitted within 3 months from the date of joining of the resource at the BHEL site.
- m) BHEL during the period of contract, due to its operational requirements, reserves the right to Change the shift timings of the deployed resources.

6.2. Statutory & Regulatory Compliance:

- a) The bidder should ensure all statutory and regulatory compliances towards:
 - 1. ESIC & EPFO – All bidders have to ensure that the resources deployed at BHEL sites are compliant as per the guidelines of ESIC & EPFO. Please note that these are Government bodies, compliance to which is Mandatory.
 - 2. Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across BHEL sites. The bidder shall follow all payout norms as per the Minimum Wage Act (MWA) and any other Act/Statutory and regulatory compliances as applicable.
- b) The bidder shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the bidder to ensure all labour law compliances with respect to the manpower deployed by it and shall keep BHEL indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.

- c) The bidder shall be solely responsible for the redressal of grievances, if any, of its staff deployed in BHEL. BHEL shall, in no way, be responsible for settlement of such issues whatsoever.
- d) BHEL shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation. BHEL shall have no liability in this regard.
- e) At any stage during the contract period, if BHEL on behest of any statutory authority or RTI query, advises the bidder to submit confirmation on the compliance to any or all of the above mentioned, but not limited to, provisions/ Acts, the bidder shall submit the same along with requisite details within the time limit as advised by BHEL.

6.3. Commissioning Cum acceptance test

Once the vendor has declared the successful implementation of the solution, the same shall be tested for performance, functional and technical acceptance by BHEL. The solution shall be tested continuously for 7 days as per mutually agreed checklist based on technical and functional requirements. If any deficiencies are found, the vendor will be given 7 days to rectify/fine tune the solution. After rectification, the solution will again be tested for 7 days. On successful performance of the solution for 7 days, acceptance certificate will be given by BHEL.

6.4. Transitioning / Exit

- 6.4.1 The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with BHEL.
- 6.4.2 The bidder shall ensure that no data is deleted at the end of the contract period for a minimum duration of 60 days beyond the expiry of the contract period.
- 6.4.3 The bidder shall be responsible for providing the tools for import / export of applicable application instance and content including data, documents etc.
- 6.4.4 The bidder shall be responsible for preparation of the transition / exit management plan and carrying out the transition.
- 6.4.5 The transition / exit management plan shall deal with the following aspects:
 - a. Transition of managed services
 - b. Migration from the incumbent cloud service provider's environment to the new service provider/environment / solution.
- 6.4.6 The bidder shall extend support for the migration of the VMs, data, content and any other assets to the new environment created by BHEL or any other agency (on behalf of BHEL) on alternate cloud service provider's offerings / BHEL's premise to enable successful deployment and running of the solution on the new infrastructure.

- 6.4.7 The bidder shall provide the data at transition in commonly readable format (such as CSV, XLS, XML etc.) as applicable.
- 6.4.8 The bidder shall ensure that all the documentation required for smooth transition are kept up to date and all such documentation is handed over during the transition.
- 6.4.9 Once the exit process is completed, the bidder shall remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of BHEL as per stipulations and shall ensure that the data cannot be forensically recovered.

7. Payment Centre & Administration of Contract

Order for Next Generation Firewall solution will be placed by HPEP Hyderabad unit & HEEP Haridwar unit. Order for Security service edge (SSE) solution will be placed by Corporate Office. Payment will be made from the respective ordering location at the end of the quarter as per terms & conditions and SLA conformance.

8. Documents (Three sets) to be submitted for claiming Quarterly Charges

8.1. In the First Quarter

- a) Copy of Agreement
- b) Copy of Insurance valid for at least 1 year.
- c) Copy of Installation certificates signed by BHEL.
- d) Original copy of Certificate signed by BHEL certifying non-availability /downtime figures for the quarter.
- e) Newness certificate of the hardware equipment and server hardware supplied.
- f) Tax payment proof.
- g) Invoice certified by BHEL.
- h) All necessary supporting documents including documents related to RE specified in the tender.

8.2. Subsequent Quarters

- a) Original copy of Certificate signed by BHEL certifying only non -availability/ downtime figures for the quarter.
- b) Tax payment proof.
- c) Invoice certified by BHEL
- d) All necessary supporting documents including documents related to RE specified in the tender.

8.3. Annually

- a) Copy of Renewal of Insurance valid for the next one year.
- b) Declaration on bidder's official letterhead for back-to-back support of items from the OEM of the product.

9. Checklist of Annexures (for techno-commercial offer)

The bidder(s) shall enclose the following document in their techno-commercial offers. Any document, not mentioned in the table below but are mentioned in clauses in any section of the tender document (like GCC, TCC, etc.) shall also be enclosed in the techno-commercial offer.

Sl. No.	Annexures to be attached	Format attached as	Attached Yes/No	Page no. in bid doc
1	Authorization by OEM	Annexure-I		
2	Annual turnover of bidder	Annexure-II		
3	Major orders received in last seven years	Annexure-III		
4	Order details of SSE endpoints deployed for customers in India	Annexure-IV		
5	No Deviation certificate	Annexure-V		
6	List of consignees and respective location	Annexure-VI		
7	Non-Disclosure Agreement (NDA)	Annexure-VII		
8	BOM for Network Perimeter Security Appliances and Security service edge solution	Annexure-VIII		
9	Technical requirements, specifications	Annexure-IX		

Annexure-I

Authorization by OEM

Date: _____

To,
BHEL
HPBP, Trichy

Subject: Manufacturer's Authorization Form (MAF)

Tender Ref. No.: dated

Dear Sir,

We hereby authorize _____ who fulfils the requirements of the tender enquiry ref. no Ref. No.: _____ dated _____ to quote/ negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment/components/services for which we are the OEM:

1. _____

2. _____

3. _____

4. _____

5. _____

The authorized agency would ensure reliable service during complete lease period of 5 years.

(Authorized Signatory)

For _____

Note: This 'Authorization by OEM' shall be issued on the letterhead of OEM & enclosed in Part-I.

Annexure-II

Annual turnover of bidder

Sl. No.	Financial Year	Turnover (In Rs. Crores)	Net Worth (In Rs. Crores)
1	2021-2022		
2	2022-2023		
3	2023-2024		

Annexure-III

Major orders received in last seven years

Sl. No.	Customer Name	Type of Order (Leasing / Outright Sale)	Customer Contact Details (Name, Phone, Email)	Value of Order / Contract	Brief Scope of Contract along with Equipment/service details
1					
2					
3					
4					
5					

ANNEXURE-IV

Order details of SSE endpoints deployed for customers in India

Sl. No.	Customer Name	Customer Contact Details (Name, Phone, Email)	Brief Scope of work along with details of licenses (SSE, ZTNA)
1			
2			
3			
4			
5			

Annexure-V

NO DEVIATION CERTIFICATE

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

Signed by:

Name : _____

Designation: _____

Organisation:_____

Date & place:_____

Phone/Fax/Mobile/Email:_____

Stamp & Seal:_____

Annexure-VI

List of consignees and respective location

Sl. No.	Item Description	Consignee Location	Unit Measurement (UoM)	Qty
1.	SSE & ZTNA (for Internet Access & Private Access) solution			
1.a	Internet Access	Corporate office	Users	18000
1.b	Private Access	Corporate office	Users	10000
2.	Next generation Firewall solution	Hyderabad	HA Pair	1
3.	Next generation Firewall solution	Haridwar	HA Pair	1

Annexure-VII

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (“*Agreement*”) is made and executed on [00th] day of [.....] , 2023 (“*Effective Date*”) by and between :

Bharat Heavy Electricals Ltd.(BHEL), a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049

And

[M/s XX], an existing Company under the Companies Act,1956/2013 / Partnership Firm, having its registered office at -----, (“*The Bidder*”) .

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in bid document for Network Perimeter Security Appliances (Next generation firewall) and Security service edge (SSE) for a period of FIVE years, **BHEL** and the bidder have an interest in participating in discussions wherein either party might share information with the other that the disclosing party considers to be proprietary and confidential to itself (“*Confidential Information*”);

I. SCOPE OF CONFIDENTIAL INFORMATION

WHEREAS the parties agree that confidential Information of a party might include, but not be limited to that party’s:

“**Confidential Information**” means any data or information that is proprietary to the disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified, whenever and however disclosed, including, but not limited to:

- i. business plans, methods, practices and, personnel customer or supplier lists;
 - ii. any scientific or technical information, inventions, designs, processes, methods, products, improvement, patent applications, and other proprietary rights; or
 - iii. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;
 - iv. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
-

- v. any other information that should reasonably be recognized as confidential information of the disclosing Party;
- vi. and any information generated by the receiving party or by its representatives that contains, reflects, or is derived from any of the foregoing.

Notwithstanding the above, the parties agree that information shall not be deemed confidential Information and the recipient shall have no obligation to hold in confidence such information, where such information:

- i. is already lawfully known to the recipient, having been disclosed to the recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party prior to receiving the confidential Information from the disclosing Party ; or
- ii. is or becomes publicly known through no wrongful act or failure to act by the recipient , its employees, officers, directors, or agents being inconsistent with its obligation under this agreement ; or
- iii. is independently developed by the recipient without violation of the terms of this agreement, as evidenced by the receiving party's records, and without reference to any confidential Information disclosed hereunder; or
- iv. is approved for release (and only to the extent so approved) by the disclosing party; or
- v. is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law, although the requirements of clause hereof shall apply prior to any disclosure being made

II. OBLIGATIONS:

- i. Either party may disclose confidential Information to the other party in confidence provided that the disclosing party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
 - ii. The recipient shall prevent unauthorized use, dissemination or publication thereof, and same degree of caution / care as it uses to protect its own information of a similar confidential nature.
-

- iii. A receiving party will comply with all applicable laws in respect to subject matter or disclosure as contemplated herein
 - iv. When informed of the proprietary and confidential nature of confidential Information that has been disclosed by the other party, the receiving party ("Recipient") shall refrain from disclosing such confidential Information to any bidder or other third party without prior, written approval from the disclosing party and shall protect such confidential information from inadvertent disclosure to a third party using the same care and diligence that the recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The recipient shall ensure that each of its employees, officers, directors, or agents who has access to confidential information disclosed under this agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this agreement. The recipient of confidential information disclosed under this agreement shall promptly notify the disclosing party of any disclosure of such confidential information in violation of this agreement or other legal process requiring production or disclosure of said confidential information.
 - v. The recipient agrees to use the confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this agreement, without the prior written consent of an authorized representative of the disclosing party. No other right or license, whether expressed or implied, in the confidential information is granted to the receiving party. Title to the confidential information will remain solely with the disclosing party. All use of confidential information by the recipient party shall be for the benefit of the disclosing party and any modifications and improvements thereof by the recipient shall be the sole property of the disclosing party.
 - vi. All confidential information disclosed under this agreement shall be and remain the property of the disclosing party and nothing contained in this agreement shall be construed as granting or conferring any rights to such confidential information on the other party.
 - vii. Recipient party shall immediately return and redeliver to disclosing party all tangible material embodying any confidential information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any confidential information, in whatever form of storage or retrieval, upon the earlier of :
-

- a. the completion or termination of the dealings between the parties contemplated hereunder;
- b. the termination of this agreement; or
- c. at such time as the disclosing party may so request; provided however that the receiving party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the recipient, with the written consent of the disclosing party may (or in the case of notes, at the receiving party's option) immediately destroy any of the foregoing embodying confidential information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the receiving party supervising the destruction).

III. TERM and TERMINATIONS :

1. This Agreement shall continue foryears from the effective date or until terminated by either party by giving thirty (30) days written notice to the other party. Notwithstanding such termination, the confidentiality obligations of each party concerning the confidential information disclosed hereunder shall survive for a period of years following the expiration or earlier termination of this agreement;
2. The Parties agree that the disclosing party will suffer irreparable injury if its confidential information is made public, released to a third party, or otherwise disclosed in breach of this agreement and that the disclosing party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

IV. WARRANTIES AND DISCLAIMER:

Recipient may pass confidential information to its affiliates on a 'need to know basis' to the extent necessary to carry out the business purpose and hereby warrants that these affiliates will abide by all the terms and conditions of the agreement dated

No other warranties are made by either party under this agreement. Confidential information is provided "as is" with no warranty as to its accuracy or completeness.

Each party recognises and agrees that nothing in this agreement will be construed as granting any rights to the recipient, by license or otherwise, to any o disclosing party's confidential information.

V. GOVERNING LAW, COURT JURISDICTION & DISPUTE RESOLUTION :

1. This Agreement is governed by and will be construed in accordance with the laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Delhi ;
2. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the parties shall make best efforts to resolve the dispute amicably between themselves. In the event that all aforesaid efforts to resolve the dispute are not successful, the parties agree to resolve the dispute through arbitration in accordance with Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The reference of dispute to Arbitration and appointment of Arbitrator shall be as per clause of Contract dated The seat for arbitration shall be Delhi. The proceedings shall be in the English language

VI. MISCELLANEOUS:

1. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
2. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
3. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
4. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
5. This Agreement shall remain in effect during the contract period from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

_____ **BHARAT HEAVY ELECTRICALS LTD.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness

1.

2.

Witness

1.

2.

Annexure-VIII

BOM for Network Perimeter Security Appliances and Security service edge solution

Sl. No.	Item Description	Unit Measurement (UoM)	Qty
1.	SSE & ZTNA (for Internet Access & Private Access) solution		
1.a	Internet Access	Users	18000
1.b	Private Access	Users	10000
2.	Next generation Firewall solution	HA Pair	2

Next-Generation Firewall

Sl No.	Technical Specifications	Sub-clause	Minimum Requirements	Compliance (Y/N)
			Make & Model Proposed	
1	Hardware Architecture	i	The appliance (hardware) based security platform shall be purpose-built NGFW capable of providing firewall, application visibility & control, Malware Protection, DNS Security, IPS functionality & WAN load-balancing capability in a single appliance.	
		ii	Shall support atleast 5 virtual systems / domains from day 1. Each virtual domain shall act as an independent firewall with full features.	
		iii	The appliance shall support at least - a) 4 * 10G SFP+ ports. b) 8 * 1/10G Cu ports. c) 1 * Integrated network management port (1 x 1G Cu). d) Dedicated interfaces for HA. Above interface modules shall be fully populated.	
		iv	The appliance hardware shall be a multicore CPU / ASIC architecture with a hardened 64 bit operating system to support higher memory, and to protect & scale against dynamic latest security threats.	
		v	Shall be populated with atleast 32GB of RAM.	
		vi	Firewall shall have redundant Powersupply and FANs.	
		vii	Form Factor of Firewall shall be maximum 2 RU.	
2	Performance & Scalability	i	NG Firewall shall support at least 3M (L7/ with AppID sessions) or 10M (L4 sessions) concurrent sessions / connections.	
		ii	NG Firewall shall support at least 2,50,000 new sessions / connections per second.	
		iii	NG Firewall appliance shall provide atleast 15 Gbps Threat Protection Throughput (with Firewall, IPS, Application Control, Malware Protection & logging enabled).	
3	High-Availability Features	i	Shall come in a failover cluster of 2 firewall appliances. shall be capable of HA configuration in Active-Active / Active-Passive / Clustering mode.	
		ii	Firewall shall support Stateful Failover of Firewall and VPN Sessions (if any).	
4	NGFWFirewall Features	i	Firewall shall support creating access-rules with IPv4 & IPv6 objects simultaneously.	
		ii	Firewall shall support operating in routed & transparent mode.	
		iii	Shall support Static, RIP, OSPF, OSPFv3 and BGP routing protocols.	
		iv	Firewall shall support manual NAT and Auto-NAT, static nat, dynamic nat, dynamic pat.	
		v	Firewall shall support Nat66 (IPv6-to-IPv6) / NPTv6, Nat 64 (IPv6-to-IPv4) & Nat46 (IPv4-to-IPv6) / Ipv4 over IPv6 functionality from day 1.	
		vi	Firewall shall support Multicast protocols like IGMP, PIM, etc.	
		vii	Shall support capability to limit bandwidth on basis of applications / groups, Networks / Geo-locations, Ports, etc.	
		viii	Shall be capable of dynamically tuning IDS/IPS sensors (e.g., selecting rules, configuring policies, updating policies, etc.) with minimal human intervention.	
		ix	Shall be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.	
		x	Shall be able to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.	
		xi	Shall be capable of detecting and blocking IPv4 & IPv6 attacks.	
		xii	The solution must provide IP reputation feed that comprised of several regularly updated collections of poor reputation of IP addresses determined by the proposed security vendor.	
		xiii	Solution must support IP reputation intelligence feeds from in-house / third party and custom lists of IP addresses including a global blacklist.	
		xiv	Shall support URL and DNS threat intelligence feeds to protect against threats.	
		xv	NG-IPS must support atleast pre-built 10K signatures from Day-1 and support creating customized signature.	
		xvi	NGFW OEM must have its own threat intelligence analysis center and shall use the global footprint of security deployments for more comprehensive network protection.	
		xvii	The detection engine shall support capability of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).	
		xviii	Shall be able to identify attacks based on Geo-location and define policy to block on the basis of Geo-location.	
		xiv	The detection engine shall support the capability of detecting variants of known threats, as well as new threats.	
		xx	Shall block known network and application-layer vulnerability exploits.	
		xxi	Shall be able to perform Anti-virus scans for HTTP, SMTP, IMAP, POP3, FTP, SMB traffic with configurable AV action such as allow, deny/block, monitor, etc.	
		xxii	Vendor shall automatically push dynamic block list with latest threat intelligence data base on malicious IPs, URLs and Domains to the firewall policy as an additional protection service.	

		xxiii	The solution must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone / interface basis and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood, port scan, etc.	
		xxiv	Solution shall maintain a database containing a list of known botnet command and control (C&C) addresses which shall be updated dynamically. This shall not be based on a static database.	
5	Management	i	Dedicated appliances in failover mode (physical / virtual) to manage the complete functionality of the firewall & analyse firewall logs shall be provided.	
		ii	The manager & reporter/analyser will be hosted at DC & DR and will be used to manage all firewall(s) and collect logs centrally. Role-based access to manage firewalls & to view and analyse logs to be available. The proposed manager / log analyzer must support atleast 4 devices from Day-1.	
		iii	The proposed reporter/analyser shall be sufficiently sized (not less than 5TB usable storage) to store both analytic logs (6 months) and archive logs (1 yr).	
		iv	In case virtual appliance is provided, all associated hardware / software alongwith all necessary licenses shall be provided by the supplier. The storage shall be on SSD or equivalent for improved performance. The manager & reporter/analyser shall be separate appliances.	
		v	In addition, each NGFW appliance shall be provided with an inbuilt SSD storage of 400GB so that if external logging solution is not reachable, the device shall hold the log till external log solution/link gets restored.	
		vi	The manager, hosted at DC & DR, shall be able to deploy security patches, signatures, definition updates, firmware update / upgrades, etc. centrally to all firewalls integrated with it.	
		vii	The management platform must be accessible via a web-based interface/ client software. It shall be possible to implement IP and/or user based restriction to management access.	
		viii	The management platform must provide a highly customizable dashboard.	
		ix	The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication.	
		x	shall support REST API for monitoring and config programmability	
		xi	The reporter / analyzer must provide multiple report output types or formats, such as PDF and CSV.	
		xii	The management platform (manager, reporter / analyzer) must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG).	
		xiii	The management platform (reporter / analyzer) must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.	
		xiv	The reporter / analyzer must provide risk reports like advanced malware and network attacks.	
		xv	The management platform must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs), and log management tools.	
		xvi	Proposed solution must support Best Practice assessment licenses also to ensure BHEL NGFW's are configured with all the best practice Security Profiles and policies.	
		xvii	Also must support policy optimization to provide details w.r.t "Unused Rules"; "Shadow policy".	
6	WAN load-balancing	i	The firewall appliance shall be loaded with WAN load-balancing capability, i.e., it shall provide load-balancing among multiple MPLS WAN / Internet links so that when one ISP link goes down, firewall will route the traffic from the next available WAN /ISP gateway configured in the failover-cluster/group, and shall also be able to distribute / load-balance WAN traffic among member ISPs / links in the failover-cluster/group.	
		ii	Solution shall support policy based and application based routing from day1. There shall be option to prioritize and define the routing based on applications , subnets etc.	
		iii	Shall provide intelligent application-aware routing across the MPLS / ISP links, and customizable rules to configure network link priorities, like VoIP, cloud-based applications and custom application traffic. shall be able to configure link monitoring like availability, prioritize one ISP over another, etc., for making routing decisions.	
		iv	Shall offer detailed reporting of application and for business analytics , providing the administrator a holistic view of Network & application Performance. Solution must provide the seamless failover of the WAN links and provide option to prioritize one WAN link over other based on weightage. There must be a provisioning of monitoring the link status.	
		v	It shall use the available redundant MPLS links /ISP links to deliver better user experience to users.	

		vi	Both the links to be simultaneously used to utilise the full available bandwidth based on the defined policies.	
7	Statutory Requirements	i	The supplied Next Generation Firewall (NGFW) appliance/OS shall be EAL4/NDPP/NDcPP and ICSA certified.	
		ii	Firewall OS CVE (Common Vulnerabilities and Exposures) must be available/disclosed on public web sites	
		iii	The Firewalls, with all desired features / capabilities / components, shall be on-premise solutions. The functionalities mentioned shall also be available from Day-1.	
		iv	All sizing parameters for the offered product shall be verifiable and available as publicly accessible document.	
8	Support	i	All the features asked above shall be available from the day one and if any licenses to be added to achieve the same, those should be added as part of the proposals and BOM.	
		ii	OEM shall have TAC in India.	
		iii	Back to back support from OEM shall be arranged for the entire contract period	
		iv	24x7 OEM Support, NBD hardware support, firmware and other updates for the entire contract period.	

Security Service Edge & ZTNA (for Internet Access & Private Access of Applications)				
Sl No.	Technical Specification Description	Sub-clause	Minimum Requirements	Compliance (Y/N)
			Make & Model Proposed	
1	Solution	i	The solution must have Secure Web Gateway (SWG), Cloud Access Security Broker (CASB), Web IPS (Intrusion Prevention System), Digital Experience Monitoring(DEM), and Zero Trust Network Access (ZTNA) Capabilities	
		ii	The solution must operate in a full-proxy architecture and should perform 100% SSL inspection at scale. The solution must detect and block uploading / downloading of malware delivered via HTTPs through SSL inspection solution for Internet & SaaS Apps for both - Browser based and Native Client (for ex. MS Teams) based SSL/HTTPS Traffic.	
		iii	The end user license should not have any bandwidth or data capping for Internet and Internal Apps access.	
		iv	The solution platform shall provide WebUI based management portal, configuration and reporting console for Internet, Public cloud and DC corporate internal application access.	
		v	The solution must not have a single point of failure and should have seamless failover transparently to secondary site (running with same full scale & specified features) if primary site goes down. All the Security features must be available for roaming user environment with direct Internet access and SaaS access (without backhauling to BHEL DCs / Hubs (Hyderabad or Haridwar) when users are outside of the office.	
		vi	The SSE solution shall be hosted in minimum 3 own/ co- located/ Meity- empaneled cloud service provider's data centers in India. Each of these must process all data traffic including threat inspection within India.	
		vii	The solution must be able to form encrypted IPSEC tunnel from BHEL's Firewall/ Router/ Gateway to steer Internet Traffic to OEM DCs from Day 1 and all the data exiting from BHEL should pass via encrypted tunnel only.	
		viii	The solution must have single light weight user agent (for Internet as well as Private Access) supported on Windows, macOS, iOS and Android. The User Agent must be tamperproof even with Local System admin rights on Windows and macOS and Users must not be able to disable or uninstall the User Agent.	
		ix	The solution must have PAC based traffic forwarding methods.	
		x	The solution must have granular and continuous (every 15 mins or less) end user's device posture validations across multiple parameters as like Device Encryption, Registry Check, Process Check, AD Domain Check and Certificates to provide Internet and Internal App Access.	
		xi	The solution must be able to add manual IOCs (Indicators of Compromise) (MD5/hashes/URL/Domains) directly from the admin console or through API integration in real time to minimize risk.	
		xii	The solution must provide in-line protection from Patient Zero infections using AI-powered sandbox solution. The sandbox must support analysis of PE (portable executable) file types (file format for executables(.exe) and dynamic link library(.dll)) and provide protection against Zero-Day Attacks	
		xiii	Solution must support integration with IDP through SAML. Necessary SAML based IdP required to cater any of the functionality of the solution shall be supplied by the bidder at no additional cost to BHEL	
2	Secure Web Gateway	i	The solution must have Gateway Antivirus / Antimalware and Web IPS for protection against web threats, Dynamic Content classification for unknown urls and Safe search. Solution must support Real time feed for reputation of phishing and botnets websites.	
		ii	The solution must be able to provide URL Filtering for over 50 web categories and have capability to enforce granular activity control based on categories.	
		iii	Solution shall provide users access to only specific YouTube and other social media channels. Access to all other channels of the Social Media should be blocked. E.g; BHEL may want to allow access to only BHEL's profile on socila media sites like X, Instagram, etc. or only to BHEL's YouTube channel.	
		iv	The solution must be able to enforce granular activity-based policies via identity or proxy on users trying to access sanctioned Internet Apps (O365, Google and more) from Unmanaged/ managed devices.	
		v	The solution should support real-time visibility for minimum 1000 sanctioned and unsanctioned applications with dynamic risk score based on Cloud Security Alliance Standards.	
		vi	Solution must be able to determine the Instance/Tenant of Internet/SaaS Applications being accessed and enforce dedicated Access Control and Data Protection Policies for each Tenant/Instance of the same Application. This capability must be supported across hundreds of Internet/SaaS Appliactions including MS O365 where the Solution must decrypt the SSL traffic destined to O365 Apps.	
		vii	The proposed solution shall provide filtering communication based on user, IP, port etc. It should support FQDN and wildcarded FQDNs as blendable or standalone conditions in firewall filtering policy.	
		viii	The proposed SSE solution shall support DNS security functionality in the secure internet gateway.	
		ix	The proposed SSE solution be able to block advanced peristent threats like advanced Cross Site Scripting Attempts and cryptomining attacks.	
		x	The solution should have the capability to block based on file size, extension based filters, etc.	

		xi	The proposed solution shall be able to create DLP Policies based on content, keywords, patterns, size, upload URL, user, group etc. and a combination of all or some of these. The Web DLP Capabilities must not be dependent on Browser type and version.	
		xii	The SSE solution must ensure that all the Web Traffic (browser originated, thick client/ application originated) going out to the Internet from BHEL user is inspected for any sensitive data leakage against configured DLP policies to avoid any leaks through malwares and exploits.	
		xiii	The proposed solution should support DLP enforcement (allowing/ blocking) for web traffic, file upload/ download (PDF, txt, image , Microsoft office files etc.), Social media/ networking (chat/ post/ upload), collaboration platforms, Web mail, code repository etc.	
		xiv	Solution must support to protect large image like design files which can be used to exfiltrate sensitive data. Solutions must support inspection of minimum 400MB of file size.	
		xv	DLP solution must has the capability to auto classify the documents being shared inline with 0 touch configuration. With this feature, BHEL will be aware of what kind of data transaction is done across SaaS/Private apps and hence will be able to take informed decisions on policy making and fine tuning. Data transactions can be drilled down at user and app level.	
		xvi	The solution must have the functionality to download actual file which violated the DLP Policy directly from the Portal. This should be included in the solution from Day 1. If any component are required to be deployed on-premise for this, bidder must provide the same at no additional cost to BHEL.	
		xvii	The offered solution shall be able to display customised messages to alert users in case they are visiting a potentially risky or unauthorized destination.	
3	Threat Protection (Anti-Malware, Web IPS, & Zero-Day Protection)	i	The solution must have the below threat protection modules to protect against Internet based Threats: a. Anti-Malware Engine (for Viruses, Malwares, & Trojans) b. Web IPS (for Advanced Threat Protection against C&C Servers, DGA botnet attacks, malicious active content, P2P anonymisers) c. Inline Sandbox which leverages AI and Machine Learning based analysis to uncover advanced adversaries and Patient Zero infections across PE (portable executable) file types.	
		ii	The proposed solution shall have integration with Third Party Threat feeds and the capability for IOC exchange (MD5/SHA/URL/Domains, etc) through custom rest API's.	
		iii	The proposed solution shall be able to integrate with BHEL's existing solutions like SIEM solutions, etc.	
		iv	The solution must be able inspect & block min 4 times zipped / compressed files.	
		v	The solution must have inbuilt native Cloud Browser Isolation feature from the same OEM for 1,000 users which enables BHEL to send any risky/uncategorized Web traffic to an Isolated session in the cloud which blocks any real data transfer between Application and users. Only Display pixels should be streamed on end user browsers.	
4	Digital Experience Monitoring (DEM)	i	The proposed solution shall have DEM functionalities from Day 1 and provide global distribution map, status, active user count, volume of bytes uploaded & downloaded, client software versions for all devices sending traffic to SSE solution etc.	
		ii	The solution must have capability to provide profiling based on parameters like data exfiltration, locations awareness, bulk upload and download of files, etc.	
5	ZTNA	i	The solution should protect all Enterprise Internal applications from external attack. Even if there are some Vulnerability on the application it should not be exposed to external attacker.	
		ii	The solution must enable seamless access to Internal applications across multi-DC's (no need to connect any VPN/Remote Access Agent every time application access is required). The solution shall have the capability of login expiry so that the user need to re-authenticate to access private applications after specific period.	
		iii	Any Broker / Connector / VM component, etc. installed in the BHEL DC / DR / Public Cloud must not need any inbound ACL rule on Perimeter Firewall to provide access to Private Application (No inbound Internet / DMZ exposure to any ZTNA component).	
		iv	The solution must provide access to all TCP & UDP Internal Applications (user to app access) including Thick Client Applications without any restriction on number of policies.	
		v	The solution must be able to on-board 3rd party non-domain users based on their email id's for BHEL internal application access as and when needed. Any Hardware / Software / Service / Solution required for this shall be provisioned by the bidder at no additional cost and all such components should be in the name of BHEL.	
		vi	The solution must be able to provide access to Internal Private Web Applications to contractors/third parties based on browsers and authenticate using SAML IDP (ADFS, Azure AD) integration (without the need of installing any user agent).	
		vii	The solution shall support Zero trust access for Internal Private Apps for on-premises workforce (For LAN / MPLS users to accessing apps in DCs)	
		viii	ZTNA / private access logs shall available in OEM console for min. 14 days and integrate with BHELs SIEM solution for longer data retention periods.	
6	Context-aware Access	i	The offered solution shall be able to capture the LAN IP address, user's WAN IP address and geo-location data of the user making the access request.	

		ii	The offered solution shall be able to determine device context based on following parameters and allow, block and limit access of the user based on so determined context: a) Host Firewall, Antivirus status b) Certificate installed on the device	
		iii	The offered solution shall provide Context-aware access control policy on the basis of the following factors: a) User's identity b) User's role based on group or OU membership c) End-device context determined above	
7	Remote Access Capabilities	i	The offered solution shall provide Zero-Trust Architecture based Application Access Gateway and Zero-Trust Architecture based Network Access Gateway capabilities for secure remote access to BHEL applications, network and systems.	
		ii	The offered solution shall provide client-based (agent software) access for Windows, Mac OS, Linux, ChromeOS, Android and iOS platforms for accessing internet, web applications, client-server applications, virtual apps & desktops from a single user interface.	
		iii	The offered solution shall provide secure remote access gateway using Layer-7 application tunnels with TLS 1.2/1.3 or above protocol with latest cipher support.	
		iv	The offered solution shall provide Layer-7 Proxy based access to web applications.	
		v	The offered solution shall provide hiding of data centre IP address and hostname to hide data centre servers related IP address and hostname	
		vi	The offered solution shall provide both Split and Full tunnel modes	
		vii	The offered solution shall provide access to any private applications (web apps, client-server apps), virtual applications and virtual/physical desktops using web portal or any other medium.	
		viii	The offered solution shall provide access to VoIP/other real-time applications through UDP based tunnel for jitter free experience	
		ix	The offered solution shall provide secure remote access to Office PCs through RDP.	
		x	The offered solution shall provide secure access to Windows file shares and drive mapping.	
		xi	The offered solution shall provide secure access to dynamic port based applications.	
		xii	The offered solution shall support industry standard encryptions such as AES-256, DTLS, TLS 1.2 or above between BHEL's internal applications, servers, etc. to the work from anywhere Setup and between the setup and connected external devices.	
		xiii	The solution user agent must have continuous end user's device posture validation (less than 10 min) after first login for both Internet and Internal app access.	
		xiv	The solution should be able to provide dedicated Public IPs in their POP / Cloud or able to use On-Prem Gateways for specific Internet destinations / URL's traffic where BHEL IP is required to be sent as Source IP.	
		xv	The offered solution shall be able to automatically push firmware and client upgrades to client agent software installed on end devices	
8	Authentication & Authorization	i	The offered solution shall be able to allow access to applications / services from authenticated, authorized devices and verified users after validation of security posture of the end devices. This shall be an in-built feature or supported in integration with IDP.	
		ii	The offered solution shall be able to sync users, groups/OUs systems and applications by integrating with existing LDAP/Active Directory/ADFS.	
		iii	The offered solution shall support the following User Authentication methods: • Microsoft Active Directory, • LDAP, • SAML, • ADFS	
		iv	The offered solution shall provide access control support automatic fetching of group information from AD/LDAP/RADIUS.	
		v	The offered solution shall support strong two factor authentication for admin/root login.	
		vi	The offered solution shall provide profile-based security policy so that the user shall be able to view and access only those applications/resources for which his/her User ID/Group is explicitly authorised.	
		vii	The offered solution shall support Single Sign-On (SSO) for web and SaaS apps using SAML/oAuth	
		viii	The offered solution shall not make any change to the existing BHEL application authentication module.	
9	Multi-factor Authentication (MFA)	i	The offered solution shall provide MFA for Private Access of applications by remote users (attempting to access our internal applications from internet). The SSE platform should either have in-built MFA capability or support MFA in integration with another secured third-party solution. The MFA functionality shall be OS agnostic. Any additional hardware/software/ service required to provide this functionality shall be provided by the bidder at no additional cost to BHEL.	
		ii	The offered solution shall be able to provide multi-factor authentication services through - • One-time Password through SMS • One-time Password through Email • Mobile App Token (Both iOS and Android)	
		iii	The offered solution shall support MFA connector for SAML supported apps (SP initiated auth) & ADFS, Radius	

		iv	The offered solution shall support MFA connector with AD integrated apps using LDAP Proxy	
		v	The offered solution shall be able to integrate with BHEL's existing SMS Gateway via HTTP/HTTPS based API it shall be integrated by the bidder from time to time.	
		vi	The solution shall be capable of integration with the LDAP/Active Directory, for fetching the Mobile Number / E-mail Address details of users as present in the LDAP/AD Attributes for sending OTPs. It should be possible to customize the attributes to fetch user details including writing custom LDAP query as it may be needed to support complex use cases.	
10	Management, Reporting & Compliance	i	The offered Solution shall provide detailed audit and access logs , user and admin activity reports on who accessed what, when, where and how to ensure detailed auditing and compliance.	
		ii	The solution unified admin console shall have in-built audit / admin logs for minimum of 14 days for the desired features (SWG, CASB, Threat Protection, RBI and ZTNA) and integrate with BHELs SIEM solution for longer data retention periods.	
		iii	The offered solution shall have GUI console for management, configuration, monitoring and reporting.	
		iv	The offered solution shall provide Central Management & Reporting solution.	
		v	The offered solution shall support Syslog.	
		vi	The offered solution shall maintain enough redundancy and backups for cloud native solution to maintain the 99,999 uptime SLA.	
		vii	The offered solution shall also be manageable by directly login into solution through the web browser over HTTPS / GUI based client software over secure connection for configuration (addition, deletion, disable and edit) of security policies.	
		viii	The offered solution shall provide real- time statistics on user-wise sessions maintained by the solution.	
		ix	The offered solution shall allow administrators to monitor and disconnect live user session.	
		x	The offered solution shall provide comprehensive GUI based Reports in real-time and historical report and it shall be possible to customize it as per requirement.	
		xi	The solution shall be able to capture and report following details:	
			a. Username, domain	
			b. Source and Destination public Ips	
			c. IP address of end-device	
			d. Applications/Hosts accessed by the user with timestamp	
			e. User End-Device profile	
			f. User geo-location	
			g. Date & Time of access	
		xii	The offered solution shall have its own Database and must be able to generate logs, back up, recover and redundancy facility.	
		xiii	The offered solution shall provide Historical Reports for multiple timeframes i.e. hourly, daily, weekly, monthly and customized period.	
		xiv	The offered solution shall support filtering of reports based on various parameters such as date & time, user-ID, end-device identity, Source/Destination IP Address, domain/URLs accessed, Geo-location, TCP/UDP Port Number	
		xv	The offered solution shall support to generate customized reports including the user's requested session period, accessed application, and actual session time.	
		xvi	The offered solution shall provide manual log searching capabilities.	
		xvii	The offered solution shall allow extraction of logs in CSV format for feeding to third party report generation.	
		xviii	The offered solution shall be able to integrate with BHEL's existing SIEM solution (hosted on-prem) and shall be able to send logs to SIEM Servers.	
		xix	The offered solution shall provide overall status of the system health and automatic alerts.	
		xx	The offered solution shall provide Self-signed certificate generation feature	
		xxi	The proposed solution shall provide analytic logs storage for 1 year on cloud management console for SSE / Internet Access and shall have the capability to customise reports as per requirement (like top security threats, top violations, top users, top categories accessed, productivity loss, etc.)	
11	Deployment Architecture	i	The offered solution shall be deployed in a Hybrid mode on OEM Cloud & BHEL DCs (as per requirement of the solution and OEM best practices). All components in BHEL DC (App connector / broker / IDP connector, etc.) shall be deployed Physical/ Virtual Appliance (VMware/Hyper-V, etc.) form-factor. Necessary hardware/software alongwith all necessary licenses to be provided by the bidder at no additional cost to BHEL.	
		ii	The solution shall not send, share or sync any real-time Internet Traffic from Users of BHEL to cloud/network/servers hosted outside India for traffic processing in real time, i.e., all transactions shall be processed in real time for policy configured in OEM data centres deployed in India, including sandbox analysis.	
		iii	The offered solution shall support High-Availability deployment, in Active-Active or Active-Passive mode, both at VM level and at physical server level, at each Internet Gateways of BHEL, i.e., the solution / services should be deployed in HA at BHEL Hyderabad, as well as Haridwar. The sizing of Physical Hardware (including but not limited to compute, memory & storage) shall be vetted by the SSE OEM and necessary certificate in this regard shall be provided on OEM's Letter Head.	
		iv	The offered solution should support dual stack (IPv4 & IPv6) from day one	

		v	The offered solution shall support high-availability across and within the minimum 3 India DCs as an alternate gateway function to provide site failure for high reliability.	
12	License	i	The Secure service edge (SSE) solution must have 18,000 named users license from day 1 and scalable to 30,000 users with additional subscription/ license support. The user licenses and below mentioned features must be available from day 1.	
		ii	The Zero Trust access for Internal Private Apps must have 10,000 named users license from day 1 and scalable to 20,000 users with additional subscription/ license support. The user licenses and below mentioned features must be available from day 1.	
		iii	All necessary hardware/software required for the solution shall be supplied by the bidder at no additional cost to BHEL	
		iv	All licenses supplied as part of the contract including OS, VM etc shall be in the name of BHEL	
13	Certifications	i	The offered solution shall align with Cloud Security Alliance (CSA) or Zero Trust Architecture designed by NIST (National Institute of Standards and Technology). OEM shall certify the same on its letterhead.	
		ii	The Proposed Product/OEM must be ISO 27001, ISO 27017, and ISO 27018 Certified.	
		iii	The Proposed Product/OEM must be CSA STAR Certified.	
		iv	The Solution must be SaaS based & the OEM should have the SOC 2 Certificate or latest certifications.	
		v	The solution must be a member of Microsoft Active Protections Program (MAPP).	
14	OEM Support	i	The offered solution shall not become End-of-Software Support (EoSS) as per OEM Support Life Cycle Program for at least the next 5 years from the date of submission of bids	
		ii	Updates and upgrades during the contract period shall be available at no additional cost.	
		iii	OEM back to back support shall be available for the entire contract period	
		iv	The OEM must provide 24X7 Technical Support with 30 minutes response time for P1/Critical Support Issues	
		v	The deployment of SSE & ZTNA solution shall be done by OEM. Necessary OEM PS (Professional Services) hours shall be provisioned in the BoQ (by bidder / OEM) accordingly.	