



# Bharat Heavy Electricals Limited

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

HW/DTX/2/1462  
06<sup>th</sup> February, 2018

Dear Sir,

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

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

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

3. You are requested to submit techno-commercial offer in two parts as mentioned below. The tender offer should be sealed in two separate envelopes with 'Technical bids' / 'Commercial bids', Tender no., opening date duly super scribed on all the envelopes.
  - a. Technical Bid (Part-1): The envelope should enclose your technical offer comprising of all the documents mentioned in the Part-1 (Technical Bid) of Checklist below.
  - b. Commercial Bid (Part-2): The envelope should enclose Price bid as per format in Annexure-V. The submitted information must be in same format as given in the Annexures.

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

4. The Terms and Conditions given in Annexure-II shall be adhered to by the tenderer. Please do not remain silent on any point and if you are not accepting any Terms/Condition please clearly state so. Any deviation/remarks should be clearly specified by the tenderer in separate sheets.
5. Vendor must meet the Pre-Qualification Criteria as per Annexure-III. The offers not meeting the criteria will be rejected summarily.
6. Vendor has to quote for all the items in the Price Bid as per Annexure-V. In case of any missing quotes for any item, bid shall be rejected. The evaluation of tender, appointment and distribution of work to vendor shall be as per the Terms and Conditions in Annexure-II.



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7. Earnest Money Deposit (EMD) of Rs. 1853/- in the form of demand draft in favour of "BHEL, Hardwar" or cash deposit with "Accounts officer, BHEL, Ranipur, Hardwar" is to be furnished with the Tender Offer. The bid shall be rejected without EMD.
8. Tender Document fee (Non-Refundable and Not Exempted) of Rs. 500/- in the form of demand draft in favour of Bharat Heavy Electricals Limited, payable at Haridwar, needs to be submitted along with technical bid.
9. The offers in sealed envelopes (as stated in above para-2,3,4 & 5 ) should be submitted latest by **1.45 P.M. on 27/02/2018** at the following address:

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

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

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

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



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Checklist for submitting the bid is as under:

To be submitted with Part-1 - Technical Bid:

Sl.	Annexure	Description	Remarks
1	Annexure-I	Technical Specifications	Signed and Stamped Copy
2	Annexure-II	Scope of Work & Terms and Conditions	Signed and Stamped Copy
3	Annexure-III	Pre-Qualification Criteria Compliance	All referred documents/proofs to be submitted
5	Annexure-V	Unpriced Price Bid	Signed and Stamped Copy by mentioning all applicable taxes without quoting the price
6		Tender fee	Rs. 500/-
7		Technical Documents	Supporting technical documents/manuals
8		EMD	Rs. 1853/-

To be submitted with Part -2 - Price Bid:

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

Thanking you,

Yours faithfully,

(Saurabh Joshi)  
(Sr. Engineer/DTX)



## **Technical Specification**

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

### **1. SMS Gateway APIs (Application Program Interfaces)**

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

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

### **2. SMS Gateway Web GUI (Graphical User Interface)**

The Web GUI should have the following features:

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

### **3. Delivery Receipt/Report/Acknowledge and Audit trail**

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

### **4. Group SMS Facility**

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



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

#### **5. MIS (Management Information Systems) Reports**

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

#### **6. Call Registration Process & Support**

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

#### **7. Other Requirements**

- 7.1. The successful bidder needs to demonstrate the features of APIs, GUI & MIS reports before the start of SMS gateway solution.



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**Annexure-I**

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



## SCOPE OF WORK & TERMS AND CONDITIONS

### 1. SCOPE OF WORK

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

- 1.1. The term vendor shall apply to successful bidder.
- 1.2. BHEL business is dependent on several IT systems. Hence, to ensure a seamless communication strategy, to organize and automate several communication processes and to achieve continuous availability within the organization, BHEL intends to implement a fast and reliable SMS facility to cater the pressing requirements of different business related communications, notifications, alerts, reminders etc.
- 1.3. This facility will be used for sending important information by BHEL, via SMS Gateway Solution, under Transactional Message category as per TRAI (Telecom Regulatory Authority of India) guidelines. The information will be sent to registered mobile users of BHEL on both DND and non-DND numbers.
- 1.4. The present projected requirement for Transactional/Batch SMS in real time is 50,000 SMS/month, which may change in future. The period of contract will be two years.

**Note:** These volumes are only estimates as per present projections and BHEL does not guarantee this volume.

### 2. EARNEST MONEY DEPOSIT (EMD)

- 2.1. EMD given by unsuccessful bidders shall be refunded normally within 15 days of acceptance of work by the successful bidder.
- 2.2. EMD shall not carry any interest.
- 2.3. Modes of deposit

The EMD may be accepted only in the following forms:

- 2.3.1. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL, Haridwar (along with offer)
- 2.4. Forfeiture of EMD
  - 2.4.1. 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.
  - 2.4.2. The Contractor fails to deposit the required Security deposit or commence the work within

EMD by the tenderer shall be withheld 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.

- 2.5. Benefits will be provided to Medium and Small Enterprises as per Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 issued by Government of India.

Note: MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per annexure-III where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal then the above



required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

### **3. SECURITY DEPOSIT**

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. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

#### **3.1. Modes of deposit**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- 3.1.1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 3.1.2. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 3.1.3. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 3.1.4. 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)

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

#### **3.2. Collection of Security**

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

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

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

(Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

3.3. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

3.4. The Security Deposit shall not carry any interest.



**4. PRICES/RATES**

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

**5. SERVICE LEVEL AGREEMENT & PENALTY**

5.1. The vendor will have to enter into a Service Level Agreement for Service Support as per the Terms and Conditions of the Tender and covering the Scope of Work (Annexure-II) and Technical Specifications (Annexure-I). The SLA requirements are as under:

- a) Online mechanism in real time mode has to be provided by vendor for SLA enforcement with regard to Uptime of Service and Delivery of SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis as specified in the Tender.
- b) SMS Gateway must have 99% uptime and should be available on 24x7 basis.
- c) All SMS should be delivered within 2 minutes.
- d) The bidder should have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the BHEL.

5.2. SLA shall be monitored on monthly basis. Minimum uptime for SMS Gateway solution for SMS submission/delivery is 99%. The SMS sent by the BHEL will have to be delivered within the stipulated timelines as per SLA. Failure to comply with the uptime requirement and time frames for delivery of the messages pushed by the BHEL shall attract penalty as follows:

**P1: Penalty for SMS Gateway unavailability on quarterly basis**

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

**P2: Penalty for Message Failure / Delay delivery**

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

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

5.3. In any of the following cases:

- a) SMS Gateway availability falls below 95% for a month.
- b) SMS delivery failure is 10% and above for a month.

BHEL may give a warning notice to the vendor to improve its services. If the vendor fails to improve its services and the above cases are repeated in the following month then BHEL



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

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

## **6. PAYMENT TERMS**

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

## **7. TAXES AND DUTIES**

- 7.1. Bidder has to specify the following details in their techno-commercial bid.
  - 7.1.1. Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
  - 7.1.2. HSN (Harmonised system Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGS/CGST/SGST rate and any other statutory levy, if any, for each of the Goods or Services.
- 7.2.
  - 7.2.1. Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
  - 7.2.2. Dealer opting for Composition Scheme: In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- 7.3. Reimbursement of GST shall be made by BHEL Haridwar on matching of contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, contractor has to ensure compliance as follows-
  - 7.3.1. Timely raising & submission of GST compliant Invoices
  - 7.3.2. Timely receipt of Goods and Services.
  - 7.3.3. Timely and correct payment of applicable GST by supplier/contractor
  - 7.3.4. Timely filing of return.
  - 7.3.5. Compliance of other applicable provisions on supplier/contractor



Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL Haridwar or through bank or under LC or through any other mode.

- 7.4. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- 7.5. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- 7.6. Statutory Variation in Taxes and duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- 7.7. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

## **8. MODE OF PAYMENT**

Payment will be made by way of Electronic Fund Transfer.

## **9. CONTRACT PERIOD AND EXTENSION**

- 9.1. The contract period shall be for two years from the date of final acceptance as per clause-14 ("Delivery and Final Acceptance").
- 9.2. The quoted prices shall be valid for entire contract period.
- 9.3. After expiry of contract period, BHEL may extend the contract with the same Terms & Conditions and not exceeding the rate of this contract. This will be done after observing the performance of vendor and mutual consent.

## **10. RISK PURCHASE**

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

## **11. TENDER EVALUATION**

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



## **12. REVERSE AUCTION (RA)**

- 12.1. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 12.2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
- 12.3. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- 12.4. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

## **13. ACCEPTANCE OF LOI/ORDER**

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

## **14. DELIVERY AND FINAL ACCEPTANCE**

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

## **15. VALIDITY OF OFFER**

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

## **16. LIQUIDATED DAMAGES (LD)**

The vendor hereto agree that timely delivery of Services is the essence of the order/contract. If the vendor fails to start the contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent per week of



delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

## **17. TERMINATION OF THE CONTRACT**

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

## **18. PATENTS & TRADEMARKS**

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

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

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

## **19. SUBCONTRACTING**

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

## **20. CONFIDENTIALITY**

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

## **21. CLAIMS**

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

## **22. ARBITRATION**

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitrator shall be Haridwar only.



### **23. JURISDICTION**

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

### **24. GOVERNING LAW**

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

### **25. FORCE MAJEURE**

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

### **26. LIMITATION OF LIABILITY**

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

### **27. INDEMNITY**

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

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

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

### **28. INFORMATION SECURITY REQUIREMENTS**

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

28.2. BHEL Information Security Policy is as follows:

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

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

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

- a) Personnel deputed by vendor shall follow the ISMS system requirements.
- b) Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.



- c) Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
- d) When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
- e) If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by DTX.
- f) He / she shall maintain and service only that equipment which comes under his /her scope of contract.
- g) Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.
- h) Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- i) Any information security incident and / or security breaches shall be immediately reported to BHEL.
- j) In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

Digital Transformation Centre, HEEP, BHEL, Haridwar		
Tender No: HW/DTX/2/1462 Dated: 06/02/2018		
Pre-Qualification Criteria		
S.No	Description	Supporting Documents/Evidences Required
1	The bidder should be registered as a company in India as per Company Act 1956.	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.
2	The bidder should be registered Telemarketer/SMS Aggregator/Service Provider for sending Transactional Messages under TRAI guidelines or have the arrangement to deliver SMS through any TRAI registered telemarketers only.	Certificate of registration under TRAI guidelines for sending Transactional Messages.
3	The bidder should have positive net worth for the last 3 financial years ending with FY 2016-2017.	Audited Balance Sheet and Profit & Loss Statements. OR Certificate from statutory Auditors.
4	The bidder should have prior experience of similar work (implementation of SMS Gateway services under Transactional Message Category) and should have executed atleast one Order for minimum SMS package of 5 lakhs SMSs/year in a Government Department/PSU/Public Sector Banks in India during last 7 years ending with FY 2016-2017.	Proof of Purchase Order along with full address, telephone number, email address of the customer including value of the Order.
5	The bidder should have tieup/arrangements with minimum two telecom service providers/operators for within India services.	Copies of Agreements/Certification with the telecom service provider with which it has a tieup. Undertaking to be provided by bidder to renew agreement up to the validity of BHEL's contract.
6	At the time of bid submission, the bidder should not be blacklisted by any Government Department/PSU/Public Sector Banks in India.	Undertaking to this effect to be submitted.
7	The bidder should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.	Bidder has to submit Address and contact Details of service centers.
8	In case bidder comes under the category of MSEs (Micro and Small Enterprises).	MSE bidders can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure-IV where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 of two part bid).

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....,  
 (hereinafter referred to as 'company') having its registered office at  
 ..... is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part-II) ..... dtd:.....,  
 Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the  
 latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
 excluding land and building and the items specified by the Ministry of Small Scale Industries vide its  
 notification No.S.O.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and  
 furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED  
 Act, 2006:  
 Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of  
 Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
 Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not  
 applicable) and the date of graduation of such enterprise from its original category is .....  
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such  
 enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published  
 in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Digital Transformation Centre, HEEP, BHEL, Haridwar

Tender No: HW/DTX/2/1462 Dated: 06/02/2018

**Price Bid**

<b>Note:</b>	1. All values are to be quoted in Indian Rupees (INR).				
	2. Technical Specifications of the item for the required service is as per Annexure - I.				
	3. The comparative statement will be made by Total Price for SMS in 2 years (column [d]) after loading of taxes as per Annexure II Clause 7.				
	4. Price quoted should be inclusive of all taxes except GST. Vendor should clearly mention all applicable taxes.				
<b>SN</b>	<b>Item</b>	<b>Quoted Quantity (No. of SMS/Month)</b>	<b>Quoted Price per SMS (INR) Excluding GST</b>	<b>Rate per Month (INR) Excluding GST</b>	<b>Total Price for SMS in 2 years (INR) excluding GST</b>
	<b>Detailed Technical Specs are in Annexure-I</b>	<b>[a]</b>	<b>[b]</b>	<b>[c] = [a] x [b]</b>	<b>[d] = [c] x 24</b>
1	SMS Gateway Solution under Transactional Message category as per TRAI Guidelines	50,000			

**Note:**

1. Mention applicable GST.
2. Mention applicable GST Code.