

भारत हैवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION (CDT)

**CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector 16A, NOIDA, U.P.-201301**

Request for Proposal

FOR

Framework Agreement (FA) for Penetration Testing (PT)



भारत हैवी इलेक्ट्रिकल लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
Corporate Digital Transformation

Ref. No. : AA:CDT:PT(2019-21)
Date: 02nd September, 2019

Dear Sir / Madam,

Sub: Framework Agreement (FA) for Penetration Testing (PT)

Sealed bids are invited for Framework Agreement (FA) for Penetration Testing (PT) of Internet facing Devices and Applications across BHEL for a period of two (2) years as per the terms and conditions of RFP enclosed.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com and [cpp_portal](#). Hence all bidders are expected to keep visiting www.bhel.com and [cpp portal](#) for any corrigendum / notification in their own interest.

The bidders are expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision shall be final and binding.

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **25th September, 2019 at 1600 hrs.**

Bids shall be addressed to:

DGM (CDT)
Bharat Heavy Electricals Limited,
CDT-Hall, 2nd Floor, HRD & ESI Complex,
Plot no. 25, Sector-16a, Noida (UP) – 201301.

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

DGM (CDT)

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1. Key Activities and Dates

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	02-09-2019
2	Last date of receiving queries from bidders	10-09-2019
3	Last date and time for submission of proposals	25-09-2019: 1600hrs
4	Technical Proposal opening	25-09-2019: 1630hrs
5	Commercial Proposal opening	Will be intimated later

2. Introduction

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 17 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

3. Objective

BHEL mandates to identify the potential vulnerabilities, in its network devices and web applications hosted on Internet, which may be exploited from the Internet. These vulnerabilities could allow an attacker to potentially steal data from network, install malicious code and post unauthorized or malicious content on the servers or use network to launch an attack or for other such malicious activity on the Internet. The focus is on identifying the vulnerabilities and risk level in different locations of BHEL network that are currently exposed to Internet, so that appropriate remedial action can be taken.

BHEL intends to employ the services of a third party through Framework Agreement (FA) for two (2) years for the Penetration Testing work as specified in the Scope of Work in the tender document.

4. Pre-Qualification Requirements (PQR)

S. No.	Eligibility Criteria	Documents to be provided	Bidder's Compliance (Yes / No)
1	The bidder shall be a CERT-In empaneled Information security auditing organization.	Certificate of CERT-In empanelment or copy of the current list from CERT-In website.	
2	The bidder should have an average annual turnover of at least ₹8 lakhs for the last 3 financial years.	Audited Balance Sheet, P/L accounts for last 3 FY 2016-2017, 2017-2018, 2018-2019. In case the audited balance sheet, P/L accounts for FY 2018-19 is not available, the bidder has to provide provisional turnover for the FY 2018-19 duly certified by statutory auditor.	
3	Experience of similar works (Information Security Auditing / Penetration Testing / Vulnerability Assessment / Application Security Testing) during last 7 years ending 30 th September, 2019.	PO/ Letter of Agreement/ LOI of similar works for the followings: Three similar work costing more than ₹3.5 lakhs each OR Two similar work costing more than ₹4.4 lakhs each OR One similar work costing more than ₹7.0 lakhs	

5. Scope of Work

5.1 General Scope

- 5.1.1 The framework agreement will be for a period of 2 years, for conducting the remote external Penetration Testing of different BHEL locations across the country. The penetration testing will be done at least once in a year. The quantities may vary up to $\pm 10\%$ of the overall projected number of IPs for which penetration testing is to be conducted.
- 5.1.2 The Penetration Testing must include Network Penetration Testing of internet facing devices/servers and Web Application Security testing of websites hosted on Internet. The network penetration testing should include but not limited to activities like identification of all existing services running on the device/server, determination of open ports and the level of access on them and listing of all vulnerabilities that are visible to the external world, as well as providing solutions to fix those vulnerabilities.
- 5.1.3 The web application security testing should be carried out to check the security weaknesses including, but not limited to, as per the latest top 10 OWASP vulnerabilities. Web applications on Internet facing web server may be of different platforms (JSP, ASP, PHP, .NET etc.) hosted on different type of web servers (Oracle, Apache HTTP/Tomcat, IIS etc.) and running on different Operating systems (Windows, Linux etc.).

- 5.1.4 The IP addresses of the network devices may be either IPv4 or IPv4/IPv6 dual stack. The IP addresses of devices having configured IPv4/IPv6 dual stack, has been considered as single IP address in the List of locations in Annexure-A. The penetrating testing shall be conducted for both IPv4 and IPv6 address to identify any configuration security weaknesses in the network devices.
- 5.1.5 The Penetration Testing shall be external to the network and will be performed remotely simulating non-destructive external hacking attacks to test the current security of the network and web applications.
- 5.1.6 The penetration testing shall be preferably conducted during off-hours/non-peak times and mutually agreed between vendor and BHEL.
- 5.1.7 The penetration testing shall be done at least once in a year for all BHEL locations. Work Order placement shall be done by respective locations. The schedule of the penetration testing shall be decided by the locations at a time of their requirement.

5.2 Methodology

- 5.2.1 Vendor will perform the Remote Penetration Testing from public domain (Internet) to find out vulnerabilities in network devices and web applications hosted on Internet.
- 5.2.2 IP addresses of devices for which penetration testing is to be conducted shall be provided to the successful vendor(s) along with Work Order by respective units.
- 5.2.3 Method for Penetration test will be “Black Box, Non-Destructive & Non-privilege” mode.
- 5.2.4 Vendor may run series of test conducted like information gathering from public domain, port scanning, system finger printing, service probing, vulnerability scanning, manual testing, password cracking, IDS/IPS testing, Router/Firewall testing etc. The tools shall be state-of-the-art latest version of tools and techniques which are used by hackers with an objective to unearth vulnerabilities and weaknesses of the IT infrastructure. These tools shall be run in such a way that it does not affect the availability of the running systems/services of BHEL.
- 5.2.5 Web applications and websites hosted on Internet shall be tested for security weaknesses like cross site scripting, SQL injection, invalidated inputs etc. The industry benchmark standards including, but not limited to, latest top 10 OWASP vulnerabilities must be followed to highlight vulnerabilities that exist in web applications.
- 5.2.6 Vendor should be able to carry out Penetration Test for IPv6 IP addresses also. The IPs mentioned by BHEL may be either IPv4 or IPv6 or both, depending upon type of devices/services running and IPs assigned to it.
- 5.2.7 Vendor should be able to carry out Penetration test for all type of Operating Systems, Appliances and Applications available in BHEL Locations, which are exposed to Internet.
- 5.2.8 Vendor has to complete the Penetration Test within stipulated time from the date of Work Order. Service period for conducting Penetration Testing will be 45 days from the date of placement of Work Order by the individual BHEL location and report shall be submitted within 15 days after completion of Penetration Testing.
- 5.2.9 The respective BHEL location may ask the vendor to recheck/revalidate the vulnerabilities found during the penetration testing.

5.2.10 Each BHEL location/unit will designate a single point of contact from their location to coordinate the penetration testing activities with vendor and to handle any emergency situation. The contact person details shall be exchanged between BHEL location and Vendor at the time of award of Work Order from that BHEL location.

5.3 Deliverables

5.3.1 After successful completion of initial penetration test, vendor has to submit a detailed Penetration Test Report within stipulated time period of 15 days. Report shall include the following but not limited to:

5.3.1.1 Methodology used to conduct penetration testing.

5.3.1.2 Tools used along with their versions and standards followed to identify the vulnerabilities.

5.3.1.3 Detailed results of the testing performed & what the results indicate, including business risk levels.

5.3.1.4 The report should also provide a mapping of vulnerabilities found with their industry benchmark standards including, but not limited to, latest version of Top 10 OWASP Top 10 vulnerabilities.

5.3.1.5 Recommendations/Guidelines on types of corrective actions suggested to plug the vulnerabilities.

5.3.1.6 Additionally, a demonstration of penetration (if possible) as a Proof of Concept (only to prove possibility and not to cause real damage) may be given.

5.3.2 In case a recheck/revalidation is requested, the vendor will be required to recheck/revalidate the vulnerabilities and re-submit the report. This recheck/revalidation activity needs to be performed within 30 days from the date of recheck/revalidation request by the BHEL location. And the new report after recheck/revalidation needs to be submitted within 10 days of completion of recheck/revalidation activity.

6. Special Terms and Conditions

6.1 Contract Start Date

Contract shall start from the date of placement of LOI for Framework Agreement (FA) of penetration testing by BHEL CDT.

6.2 Penalty for Delayed Delivery:

For the delay in delivery of PT report, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the work order value placed by the individual BHEL location.

In case penalty becomes recoverable, the applicable GST shall also be recoverable from the vendor.

6.3 Payment Terms:

Payment will be made within 30 days from the submission of GST creditable invoices - On the basis of satisfactory completion of the services as per General Scope & Deliverables, subject to terms and conditions mentioned in clause 7.16 (Taxes & Duties) and acceptance of PT report.

7. General Terms and Conditions

7.1 Instruction to Bidders

- 7.1.1 The Bidder must give his compliance point by point.
- 7.1.2 BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 7.1.3 The term vendor(s) or Contractor(s) shall apply to successful bidder(s).
- 7.1.4 The Letter of Intent (LOI) for Framework Agreement (FA) of penetration testing shall be placed by BHEL CDT (Corporate Digital Transformation). Subsequently, the Work Order placement and respective payment will be done by the respective BHEL location/unit for their requirements. The Work Order shall be placed by BHEL location/unit at least once in a year; i.e. min two times in two years of contract period. BHEL location/unit may place the work order any time in a year depending upon the requirement of that particular location/unit.
- 7.1.5 All BHEL locations/units will place the Work Order for their requirements and the payment shall be done by the respective location/unit.
- 7.1.6 The vendor shall fulfill the requirements as defined in the scope of work for the Work Order placed by BHEL on the vendor from time to time.

7.2 Ethical Standard

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

- a) “Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) “Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

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

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

7.3 Cost of Bidding

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

7.4 Procedure for Submission & Opening of Bids

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

Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

- 1) EMD of ₹17,491/- (Rupees Seventeen Thousand Four Hundred and Ninety one only) in the form of Banker's cheque/ Pay order/ Demand draft in favor of "BHEL" payable at New Delhi or Noida. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash deposit as permissible under the extant Income Tax Act (before tender opening). 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 Bidder, a/c BHEL). Tender not accompanied with EMD/ EMD submitted in any other forms other than mentioned above will not be accepted. Earnest Money is to be paid by each tenderer for securing fulfilment of any obligations in terms of the NIT.

- a) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i. 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.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

- c) EMD shall not carry any interest.

- d) EMD of successful tenderer will be retained as part of Security Deposit.

- 2) Bounded volume of:

Technical offer/details including literature/leaflets. The bidder can offer only as per the requirement of the RFP. BHEL reserves the right to accept or reject the technical offer. Price bids / Reverse Auction of only techno-commercially short listed vendors will be opened / done.

- i. Unpriced copy of PRICE BID as per format enclosed as **Annexure-C**.
- ii. No Deviation Certificate as per format enclosed as **Annexure-D**.
- iii. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Part-II : Price Bid

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

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

7.5 Marking On Envelope

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

- Part-I:**
- 1. Tender Enquiry No. and Its Description**
 - 2. Due Date of Opening**
 - 3. "EMD & Techno-Commercial Bid".**
- Part-II:**
- 1. Tender Enquiry No. and Its Description**
 - 2. Due Date of Opening**
 - 3. "Price Bid" as per enclosed Format.**

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

7.6 Bid Submission

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

DGM (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,
Sector – 16A, Noida (UP) 201301
Telephone no.: (0120) 2416499
Email : sandeep@bhel.in

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

7.6.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1600 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

7.7 Bid Opening

- 7.7.1 PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.
- 7.7.2 In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 7.7.3 Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 7.7.4 Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 7.7.5 No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 7.7.6 Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 7.7.7 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 7.7.8 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 7.7.9 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 7.7.10 Purchaser reserves the right to negotiate the tender, if required.

7.8 Validity of Offer

Offer shall be kept valid for FOUR months from the due date of tender opening (Part-I) for Purchaser acceptance.

7.9 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure-D**.

Technical & Commercial - No deviation is acceptable.

7.10 Language of the Bid & Corrections

- 7.10.1 The bidder shall quote the rates in Hindi/English language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 7.10.2 Bidder shall fill the tender documents as per formats enclosed in this tender enquiry. All entries and signatures in the bid shall be in BLUE/BLACK INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 7.10.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.

7.10.4 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

7.11 Rejection of Bid and Other Conditions

7.11.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

7.11.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.

7.11.3 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.

7.11.4 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the bids.
- b) to increase or decrease the quantities.

7.11.5 Late Bids: Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.

7.11.6 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Checklist of Price Bid submitted by the bidder, as a part of Part-I offer, is different from the actual Price Bid.

7.11.7 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.

7.11.8 If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.

7.11.9 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

7.12 Clarification on Bidding Documents

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the undersigned and to the

authorized representative (shivali@bhel.in /sandeep@bhel.in) by 10.09.2019. BHEL will not entertain or respond to bidders' queries received after 10.09.2019.

7.13 Amendment of Bidding Documents

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

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

7.14 Tender Evaluation

7.14.1 Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

7.14.2 Applicable GST (Goods & Services Tax) shall be specified clearly in the Price Bid Format.

7.14.3 After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction (RA) process for arriving at the lowest price offer. BHEL will also claim depreciation as per provisions of the Income Tax Act, if any. The business rules for RA are specified in **Annexure-E**.

7.15 Security Deposit

7.15.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

7.15.2 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.

7.15.3 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.

7.15.4 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.

7.15.5 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.

7.15.6 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:

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. 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)
- e. 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 favor 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)

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

7.15.8 The Security Deposit shall not carry any interest.

7.15.9 The validity of Bank Guarantee towards Security Deposit shall be up to the completion period as stipulated in the Letter of Intent + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

7.16 Taxes & Duties

7.16.1 To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.

7.16.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.

7.16.3 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

7.16.4 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

7.16.5 Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

7.17 Purchaser's Right to accept or Reject any or all Bids

The Purchaser reserves the right to make changes within the scope of the Contract at any point of time.

- a. The Purchaser reserves the right to accept or reject any or all bids, and to annul the Tender process at any time prior to the issue of Letter of Award. In this case, the Purchaser shall not incur any liability to the affected Bidders or any obligation to inform the affected Bidders about reasons for such action.
- b. The Bidder shall not sub-contract supply of software/licenses without written consent from BHEL. Further, BHEL shall not be liable for making any payments to the sub-bidders.

7.18 Integrity Pact: (Not Applicable)

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment.

7.19 Non-Disclosure Agreement:

7.19.1 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.

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

7.20 Statutory Obligations

All statutory obligations arising out of this contract shall rest with the successful bidder.

7.21 Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

7.22 Limitation of Liability

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

7.23 Exemption

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

7.24 Insurance (Not Applicable for this tender)

Insurance for the complete Systems/ Goods shall be arranged by the Vendor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the

underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the vendor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.

7.25 Indemnity

Vendor shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Vendor 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.

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

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

7.26 Arbitration

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi. However, till the time the decision of the arbitrator is not announced, the Bidder/Vendor shall continue to provide its services to BHEL as per the contract.

7.27 Force Majeure

Vendor shall not be responsible for delay in delivery resulting from acts/events beyond his control, provided notice of the happening of any such act/event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

7.28 Risk Purchase

Client reserves the right to purchase services from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment/services, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods/Services.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment/services.

The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And

- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

7.29 Termination of The Contract & Its Consequences

7.29.1 BHEL reserves the right to terminate the order/contract, either wholly or in part on one month prior notice or upon situations arising due to non-compliance of stipulations of the order/contract, by the Vendor, at the risk and cost of the Vendor.

7.29.2 BHEL reserves the rights to cancel the agreement in case the services are not found to be satisfactory.

7.29.3 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

7.29.4 **Consequences:** As soon as the Work Order or LOI for Framework Agreement of penetration testing is cancelled/terminated by the BHEL, no charges will be payable to vendor on cancelled portion.

7.30 Merger & Acquisition

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

7.31 Sub-Contracting

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

7.32 Special Clauses

7.32.1 Successful bidder shall enter into framework agreement with BHEL and provide the acceptance within 15 days of placement of LOI.

7.32.2 All BHEL locations/units will place the Work Order for their requirements and the payment shall be done by the respective location/unit.

7.32.3 Prices shall remain firm without any variation during framework agreement period.

7.32.4 No interest whatsoever shall be payable by BHEL on any amount due to the vendor.

7.32.5 Projected yearly requirements for each location are as per tender document. Payment shall be made as per actuals.

8. List of Annexures

- i) Annexure-A: List of Locations.
- ii) Annexure-B: Non-Disclosure Agreement Format.
- iii) Annexure-C: Price Bid Format.
- iv) Annexure-D: No-Deviation Certificate Format.
- v) Annexure-E: Business Rules for RA.
- vi) Annexure- F: Declaration of GST Benefits

List of Locations

S. No.	Unit/Location
1	Corporate Office, Asiad, New Delhi
2	CDT, Noida
3	BHEL Piping Centre
4	BHEL HPVP, VISAKHAPATNAM
5	PSER
6	TP JHANSI
7	Industry Sector
8	PSWR Nagpur
9	Trichy
10	IVP Goindwal
11	Bhopal
12	Haridwar
13	ISG, Bangalore
14	EDN, Bangalore
15	PSHQ
16	PSSR
17	Ranipet
18	PEM
19	HPEP, Hyd
20	EPD, Bangalore

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "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 _____, a _____ corporation, hereinafter called "The Bidder", whose principal mailing address is _____.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document i.e., Framework Agreement for Penetration Testing of Internet Facing Devices and Applications for two (2) 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"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. 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.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor 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 of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. 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. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. 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.
4. 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.
5. 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:
 - 5.1. Is already 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; or
 - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

7. 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.
8. 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.
9. This Agreement shall remain in effect for a period of two (2) years 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.

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Signature: _____

Name : _____

Name : _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Witness


Witness

1.

1.

2.

2.

		Bharat Heavy Electricals Limited (CDT, Noida)		
Price Bid Format				
Sl. No	Item Description	Approx. Qty per Year (No.)	PT Charges per IP (INR) (excl. GST)	Total Value for 2 Yrs (INR) (excl. GST)
		A	B	C= 2xAxB
1	Penetration Testing of network devices/server per IP address (with re-check/re-validation)	80		
2	Add-on Web Application Security Testing of Web Servers per IP address (with re-check/re-validation)	72		
Total Value of Item 1 & 2 for entire contract period (2 years) (excl. GST) (INR)				
Applicable GST (in %)				
<p>Note:</p> <p>1. Please clearly mention the price quotes and applicable GST separately.</p> <p>2. The evaluation of L1 will be on Total Value in 2 years (Total of column C), excluding GST.</p> <p>3. Item wise splitting will not be done for comparison, as the Penetration Testing (PT) of network devices/servers and web applications shall be conducted in integrated way to identify the overall network vulnerability.</p> <p>4. All values to be quoted in Indian Rupees.</p>				
Authorized Signature along with Company's seal:				

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:PT(2019-21) dated 02nd September, 2019**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____

Business Rules for Reverse Auction

Business Rule, Terms & Conditions of Reverse Auction for the procurement of XXXXXXXX as per the agreed Technical Specification against the Tender No. XXXXXXXXXXXX Dt. DD.MM.YYYY.

BUYER'S NAME	M/s. <i>BHARAT HEAVY ELECTRICALS LIMITED</i> MM : SECTION NAME, TRICHY – 14.
AUCTION TO BE CONDUCTED BY	M/s Service Provider, ADDRESS. Ph No: - Fax No: - Mobile No. : 0XXXXXXXXXX, 0XXXXXXXXXX
DATE & TIME OF AUCTION	Auction Date: DD.MM.YYYY Online Sealed Bid Time:HH.00 Hrs – HH.15 Hrs (IST) Online Reverse Auction Time:HH.30 Hrs – HH.30 Hrs (IST) Auction website : URL
DOCUMENTS ATTACHED	<ol style="list-style-type: none"> 1) Terms & Conditions of Reverse Auction (Annexure – I) 2) Business Rules for Reverse Auction (Annexure – II) 3) Process Compliance Form (Annexure - IV) 4) Details of item (s) to be Reverse Auctioned (Annexure-VI) 5) Post RA Price confirmation by bidder (Annexure – VII)
SPECIAL INSTRUCTIONS	<p><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.</u></p>

ANNEXURE – I

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules containing details like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax/e-mail the Reverse Auction Process Compliance Form (annexure IV) provided before RA along with Business Rules by the Service Provider. This Compliance Form shall be sent to the Service Provider well before the Reverse Auction in order to get the Log in ID and Password for participating in the RA. Without the submission of Reverse Auction Process Compliance Form, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Business Rules of Reverse Auction, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – II

BUSINESS RULES FOR REVERSE AUCTION

This has reference to Enquiry, Reverse Auction Schedule and the Item description mentioned in the cover page of this document. BHEL shall finalise the Rates for the supply of the above mentioned item through Reverse Auction mode.

BHEL has made arrangement with M/s. Service Provider., who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per

- (a) BHEL Enquiry No. XXXXXXXXXXXX Dt. DD.MM.YYYY,
- (b) Bidders technical & commercial bid (in case of two part bid) as per the specifications finalized against the above tender and
- (c) Subsequent correspondences between BHEL and the bidders, if any.

2. Auction extension time: If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the Auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. Service Provider. with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the Total Cost to BHEL for the items specified. Calculation sheet to arrive at the Total Cost to BHEL will be provided by BHEL.

Note: Purchase Order on the successful L1 bidder will be released considering the Loading amounts (on account of Commercial Deviations) reduced from the Total Cost to BHEL.

4. Bidding currency and unit of measurement: Bidding will be conducted in *Indian Rupees*.

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

- 3. Validity of bids: Price shall be valid for 60 days from the date of reverse auction. This shall not be subjected to any change whatsoever.
- 4. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
- 5. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

- i. Online Sealed Bid: This duration of online sealed bid will be 15 minutes. All bidders to submit their online sealed bids during this period.
 - ii. Online Reverse Auction: The “opening price i.e. start price for RA and bid decrement will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bid in online sealed bid shall be shown as current L1 automatically by the system and no additional confirmation / acceptance of that price by the sealed bid L1 bidder is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).
- In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.
- Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), retendering will be conducted for these items.
10. Only those bidders who have submitted the “online sealed bid within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects.
12. Computerized reverse auction shall be conducted by BHEL (through M/s Service Provider.), on pre-specified date, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders responsibility/decision to send fax/e-mail communication immediately to Service Provider furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed/e-mailed price online so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message/e-mail is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed/mailed. It shall also be clearly understood that the bidder shall be at liberty to send such fax/e-mail communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time/reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax/e-mail message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor Service Provider is responsible for such eventualities. The participants may kindly understand that once the online events commences the system is so inbuilt that no manual intervention of stoppage of the clock is possible. Hence, the participants should bid their prices at a very practically convenient time to enable the system to accept such bidding. Bidding in the last minutes and seconds should be avoided in the bidders own interest.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidders interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the Auction Originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of each lowest proxy bid and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, etc.
15. M/s. Service Provider., shall arrange to demonstrate/ train the bidder or bidders nominated person(s), without any cost to bidders. M/s. Service Provider., shall also explain the bidders, all the rules related to the Reverse Auction/Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure-VII after the completion of auction to M/s. Service Provider. besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders bid will be taken as an offer to execute the work/supplies the item as per Enquiry no. XXXXXXXXXXXX Dt. DD.MM.YYYY. Bids once made by the bidder, cannot be cancelled/withdrawn and bidder shall be bound to execute the work as mentioned above at bidders final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a Unique User Name & Password M/s. Service Provider., Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. Service Provider. to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/bidders company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/tender at any time, before ordering.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

24. Other terms and conditions shall be as per bidder's techno-commercial offers and other latest correspondences / final confirmations, (if any) against the above Enquiry.
25. Bidders are required to submit their acceptance to the terms/conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per Annexure-IV.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. Service Provider. the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL / service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

ANNEXURE – IV
PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing /e-mailing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for "ITEM DESCRIPTION" against BHEL Enquiry No. XXXXXXXXXXXX Dt. DD.MM.YYYY.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will e-mail/ fax the price confirmation & break up of our quoted price (including that of line items) as per Annexure - VII within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. Service Provider.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax/Mail it to M/s Service Provider. prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. Service Provider.

ANNEXURE – VI
Details of item (s) to be Reverse Auctioned

1. *Details of items :*

Item:

S. No.	Item Description	Quantity	Enquiry Number
1	ITEM DESCRIPTION	XX No.	XXXXXXXXXX Dt. DD.MM.YYYY

The offers of all the bidders are technically & commercially frozen as submitted by the bidders and clarified in subsequent correspondence, if any, with the bidders.

ANNEXURE – VII

RA price confirmation and breakup

To

- M/s. Service Provider.
- ADDRESS
- PLACE
- PIN

CC: M/s Bharat Heavy Electricals Ltd.

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted INR----- (Final Net Cash Out Flow) for Items viz. ITEM DESCRIPTION QUANTITY covered under Tender Enquiry No. XXXXXXXXXXXX Dt. DD.MM.YYYY, as our Final Bid along with the Price Break up as per Reverse Auction Template Format provided by BHEL.

The above price will be valid for a period of 60 days from the date of Reverse Auction.

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

Yours sincerely,

For _____

Name: Company:

Date:

Seal

Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date: