

भारत हैवी इलेक्ट्रिकल लिमिटेड  
**Bharat Heavy Electricals Limited**



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन  
**CORPORATE DIGITAL TRANSFORMATION (CDT)**

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

**Request for Proposal**

**FOR**

**Rate Contract (RC) for Penetration Testing (PT)**



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

Ref. No. : AA:CDT:PT/Rev(2017-19)

Date: 04<sup>th</sup> October, 2017

Dear Sir / Madam,

**Sub: Rate Contract (RC) for Penetration Testing (PT)**

Sealed bids are invited for Rate Contract (RC) for Penetration Testing (PT) of all Internet facing Devices and Applications across corporation 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](http://www.bhel.com) and [cpp\\_portal](#). Hence all bidders are expected to keep visiting [www.bhel.com](http://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., **25<sup>th</sup> October, 2017 at 1600 hrs.**

Bids shall be addressed to:

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

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

-SD-

DGM (CDT)

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## 1. Key Activities and Dates

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	04-10-2017
2	Last date of receiving queries from bidders	11-10-2017
4	Last date and time for submission of proposals	25-10-2017: 1600hrs
5	Technical Proposal opening	25-10-2017: 1630hrs
6	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 intends to employ the services of a third party through Rate Contract (RC) for two (2) years for the Penetration Testing work as specified in the ***Distribution of Work (Clause 5.4.) and Scope of Work (Clause 5.1.)*** in the tender document.

#### 4. Qualification Criteria

S. No.	Eligibility Criteria	Documents to be provided	Bidder's Compliance (Yes / No)
1	The bidders shall be a CERT-In empaneled Information security auditing organization.	For compliance, all bidders shall submit the certificate of CERT-In empanelment or copy of the current list from CERT-In website at the time of bid submission.	
2	The Bidder should have an average annual turnover of at least ₹5 lakhs for the last 3 financial years.	Audited Balance Sheet, P/L accounts for last 3 FY 2014-2015, 2015-2016, 2016-2017. In case the audited balance sheet, P/L accounts for FY 2016-17 is not available, the bidder has to provide provisional turnover for the FY 2016-17 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 <sup>th</sup> September, 2017.	PO/ Letter of Agreement/ LOI of similar works for the followings: Three similar work costing more than ₹3.16 lakhs each OR Two similar work costing more than ₹3.96 lakhs each OR One similar work costing more than ₹6.33 lakhs	

#### 5. Special Terms and Conditions

##### 5.1. Scope of Work

- 5.1.1. BHEL intends 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.
- 5.1.2. BHEL shall appoint two agencies, subject to fulfillment of **clause 5.4. (Distribution of Works)** from the CERT-In empaneled Information security Auditing Organizations on Rate Contract basis. The rate contract 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 distribution of work between vendors shall be as per the **clause 5.4.** of the tender document. The locations are mentioned in **Annexure-I** minimum assured quantity will be 90% of the overall projected no. of IPs for which Penetration Testing is to be conducted. The quantities may increase up to 10% of the overall projected number of IPs for which penetration testing is to be conducted.

- 5.1.3. The Penetration Testing must include Network Penetration Testing of internet facing devices/servers and Web Application Security testing of websites hosted on Internet and both the tests must be performed in integrated fashion to discover the overall security flaws in the network. 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, identification of misconfiguration of operating system, network and services and listing of all vulnerabilities existing on the network that are visible to the external world, as well as providing solutions to fix those vulnerabilities.
- 5.1.4. The web application security testing should discover the security flaws in web server configuration and application security weaknesses including, but not limited to, cross site scripting, broken access control, improper error handling, SQL injection, improper or absence of input validation, denial of service attack, buffer overflow etc. Latest industry standard benchmark like latest version of OWASP Top 10 and SANS Vulnerabilities shall be followed as guidelines to identify the 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.).
- 5.1.5. The IP addresses of the network devices may be either IPv4 or IPv4/IPv6 dual stack. These devices configured with public IP addresses can be but not limited to Servers, Firewall, Routers, Appliances, Switches, Intrusion Detection device, Intrusion Prevention device etc. & services like web server, DNS, mail server, proxy etc. 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-I**. The penetrating testing shall be conducted for both IPv4 and IPv6 address to identify any configuration security flaws in the network.
- 5.1.6. 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.
- 5.1.7. The penetration testing shall be conducted by experts with extensive testing experience so that a safe and quality penetration testing is delivered using a proven method of testing.
- 5.1.8. The penetration testing shall be preferably conducted during off-hours/non-peak times and mutually agreed between vendor and BHEL.
- 5.1.9. 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 convenience.

## 5.2. Methodology

- 5.2.1. Vendor will perform the Remote Penetration Testing from public domain (Internet) to find out exploitable vulnerabilities in network 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 (commercial and open source) 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 like latest version of OWASP Top 10 and SANS 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 Remote Penetration Test within stipulated time from the date of Work Order. Service period for conducting Penetration Testing will be 30 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. This report will be vetted by the respective BHEL location and accepted within 10 days of report submission.
- 5.2.10. Till 30 days after the acceptance of the penetration testing report by the BHEL location, the respective location may ask the vendor to recheck/revalidate the vulnerabilities found during the penetration testing. 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 10 days from the date of recheck/revalidation request by the BHEL location. And the new report after recheck/revalidation needs to be submitted within 7 days of completion of recheck/revalidation activity.
- 5.2.11. Vendor shall sign the **NDA (Non-disclosure agreement)** with the respective BHEL locations on award of Work Order.
- 5.2.12. 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, in simple language for the understanding of top management.
  - 5.3.1.4. Detailed Technical Report indicating vulnerabilities and their levels of business and technical risk impacts. The report should also provide a mapping of vulnerabilities found with their industry benchmark standards like latest version of OWASP Top 10 and SANS.
  - 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 of a recheck/revalidation is requested by the BHEL location the vendor will be required to recheck the vulnerabilities and submit a new report after updating the status of the vulnerabilities. This recheck activity needs to be performed within 10 days from the date of recheck/revalidation request by the BHEL location. And the report for the same needs to be submitted within 7 days of completion of rechecking/revalidation activity.
- 5.3.3. The vendor shall submit the invoice, in compliance to **para 6.19.2. in clause 6.19. "Taxes & Duties"**, to the respective BHEL location within 30 days of completion of work. The completion of work shall be vetted by BHEL representative.

#### 5.4. Distribution of Work

- 5.4.1. In order to maintain service assurance, ensure time limit & provide redundancy of the vendors over the period of Rate Contract, BHEL shall appoint a minimum of two vendors for the work specified in the tender.
- 5.4.2. The division of work will be between L1 vendor and second vendor, and Micro and Small Enterprise (MSE) vendors who satisfy all the conditions mentioned in the **MSE clause (Clause 6.18.)**. In case the MSE clause (clause 6.18.) is not applicable then the work will be divided among L1 vendor and second vendor as mentioned in **clause 5.4.4**.
- 5.4.3. The second vendor is the bidder who agrees to match the rates of L1 vendor. The bidders will be asked for confirmation on the basis of their order in bid competitiveness. **If none of the bidders agree to match the L1 rates then second vendor won't be selected.**
- 5.4.4. In case where the **MSE clause (Clause 6.18.)** is not applicable, only two vendors viz. L1 vendor and a second vendor shall be appointed. In this case, the distribution of work between the L1 and second vendor shall be as follows:
- 60% of the work will be awarded to L1 vendor.
  - 40% of the work will be awarded to a second vendor, selected as per **clause 5.4.3**; if none of the bidder qualify as the second vendor then 100% work will be awarded to L1 vendor.

Indicative locations are mentioned in **Annexure-I (List of locations)**

- 5.4.5. In case where the **MSE clause (Clause 6.18.)** is applicable, the distribution of work between the vendors shall be as per **MSE clause (Clause 6.18.3)**.
- 5.4.6. In case for any reason, if a vendor gets de-paneled either from Cert-In empanelment or BHEL rate contract, the remaining order of that vendor will be placed to the other vendor(s) in the order of their bid competitiveness.

#### 5.5. Information Security Requirements

- 5.5.1. BHEL has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- 5.5.2. 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.
- 5.5.3. **Before commencement of the penetration test the successful vendors shall sign a Non-Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System.**



- 5.5.4. Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the organization/Purchaser/Lessee 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.
- 5.5.5. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

#### **5.6. Contract Start Date**

Contract shall start from the date of placement of Rate Contract LOI by BHEL CDT.

#### **5.7. Penalty for Delay in Task Completion**

For the delay in task completion, 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.

#### **5.8. Payment Terms**

On the basis of satisfactory completion of the relevant services & deliverables, subject to terms and conditions mentioned in **clause 6.19. (Taxes & Duties)** and technical vetting of final report, the payment will be made through EFT (payable at par) within 30 days of the submission of GST creditable invoices.

### **6. General Terms and Conditions**

#### **6.1. Instruction to Bidders**

- 6.1.1. The Bidder must give his compliance point by point.
- 6.1.2. BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 6.1.3. The term vendor(s) or Contractor(s) shall apply to successful bidder(s).
- 6.1.4. BHEL shall appoint vendor(s) for the Penetration Testing work as specified in the **Distribution of Work (Clause 5.4.) and Scope of Work (Clause 5.1.) in the tender document.**
- 6.1.5. Bidders shall be CERT-In Empaneled Information security auditing organization as specified in the **“Qualification Criteria” section (Clause 4.)** in the tender document. The vendors shall keep their empanelment live with the CERT-In for the entire contract period.
- 6.1.6. The Rate Contract Letter of Intent (LOI) will be placed by BHEL CDT (Corporate Digital Transformation) department. 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 convenience of that particular location/unit.
- 6.1.7. All BHEL locations/units will place the Work Order for their requirements and the payment shall be done by the respective location/unit. The vendor must send the written acceptance of the work order by return email (email id will be mentioned in the work order) within seven (7) days of issue of work order.
- 6.1.8. The vendor shall submit the certificate of CERT-In empanelment or copy of the current list of CERT-In empaneled Information security auditing organization from CERT-In website to the Work order placement location/unit. In case a vendor is de-paneled from the CERT-In, it will be automatically de-paneled from the BHEL Rate Contract, without serving any notice.

6.1.9. The vendor shall fulfill the requirements as defined in scope of work and deliverables according to Work Order placed by BHEL on the vendor from time to time.

## 6.2. 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.

## 6.3. 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.

## 6.4. Non-Disclosure Agreement

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-II**.

## 6.5. 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.

## 6.6. Procedure for Submission & Opening of Bids

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

### Part-I : EMD & Techno-Commercial Bid

This part shall consist of the following:

1) EMD of ₹15,816/- (Rupees Fifteen Thousand Eight Hundred and Sixteen 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) 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-III**.
- ii. No Deviation Certificate as per format enclosed as **Annexure-IV**.
- iii. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.
- iv. Declaration of GST Benefits, as per format enclosed as **Annexure-VII**.

#### **Part-II : Price Bid**

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

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

## 6.7. 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.

## 6.8. Bid Submission

6.8.1. 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) 2416462 / 2416496**  
**Email : [ajay.bagati@bhel.in](mailto:ajay.bagati@bhel.in) / [shivali@bhel.in](mailto:shivali@bhel.in)**

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

6.8.3. 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.

## 6.9. Bid Opening

6.9.1. 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.

6.9.2. 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.

6.9.3. Purchaser also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.

6.9.4. Not more than two representatives from each bidder will be permitted to be present during tender opening.



- 6.9.5. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 6.9.6. 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.
- 6.9.7. 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.
- 6.9.8. 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.
- 6.9.9. Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 6.9.10. Purchaser reserves the right to negotiate the tender, if required.

#### **6.10. Validity of Offer**

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

#### **6.11. 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-IV**.

**Technical & Commercial - No deviation is acceptable.**

#### **6.12. Language of the Bid & Corrections**

- 6.12.1. 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.
- 6.12.2. 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.
- 6.12.3. 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.
- 6.12.4. However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

#### **6.13. Rejection of Bid and Other Conditions**

- 6.13.1. 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.

- 6.13.2. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 6.13.3. 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.
- 6.13.4. 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.
- 6.13.5. **Late Bids:** Any proposal received by BHEL after the deadline for submission of proposal shall be summarily rejected and returned unopened to the bidder.
- 6.13.6. 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.
- 6.13.7. 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.
- 6.13.8. If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- 6.13.9. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

#### **6.14. 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](mailto:shivali@bhel.in) / [kamal.sharma@bhel.in](mailto:kamal.sharma@bhel.in)) by **11.10.2017**. BHEL will not entertain or respond to bidders' queries received after **11.10.2017**.

#### **6.15. 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.



## 6.16. Tender Evaluation

- 6.16.1. 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.
- 6.16.2. Applicable GST (Goods & Services Tax) shall be specified clearly in the Price Bid Format.
- 6.16.3. 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. The business rules for RA are specified in **Annexure-V**.
- 6.16.4. Prices of optional items, if quoted, shall not be considered for Price evaluation and comparison.
- 6.16.5. The LOI will be placed on vendor(s) selected in line with the **“Distribution of Work” section (clause 5.4.)**.

## 6.17. Security Deposit

- 6.17.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 6.17.2. 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.
- 6.17.3. 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.
- 6.17.4. 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.
- 6.17.5. 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.
- 6.17.6. **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)

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

6.17.8. The Security Deposit shall not carry any interest.

### **6.18. Micro and Small Enterprises (MSEs) Suppliers**

6.18.1. If participating MSE bidders are quoting price within price band of L1+15% then they shall be allowed to supply up to 20% of total tendered value provided the MSE bidder(s) agrees to bring down the price to L1 price in a situation where L1 and the second vendor (selected as per **clause 5.4**) price is from someone other than a MSE. In case of more than one such MSE, the supply of 20% of the contract shall be shared proportionately.

6.18.2. 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 VI** 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.

6.18.3. In case where the conditions mentioned in **clause 6.18.1 and 6.18.2** are met then the distribution of work between the L1 vendor, the second vendor, and the MSE vendor(s) shall be as follows:

- 6.18.3.1. 50% of the work will be awarded to L1 vendor.
- 6.18.3.2. 30% of the work will be awarded to a second vendor selected as per clause 6.3.
- 6.18.3.3. 20% of the work will be awarded to the MSE vendor. In case of more than one such MSE vendors, the supply of 20% of the contract shall be shared proportionately.

Indicative locations are mentioned in **Annexure I (List of locations)**

## 6.19. Taxes & Duties

- 6.19.1. Goods and Services Tax (GST) shall be extra and payable as per prevailing rates. Any change in applicable tax or imposition of any new applicable tax by GOI shall be borne by BHEL on submission of documentary proof by the vendor. However, in case of any decrease in applicable taxes benefit shall be passed on to BHEL.
- 6.19.2. To enable BHEL to avail GST Input tax credit, the vendor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within 30 days of completion of work (the completion of work shall be vetted by BHEL representative) in the name of ordering BHEL location and must contain the address and GSTIN of that BHEL Unit/location.
- 6.19.3. Payment shall be made to the vendor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents as per clause 5 of RFP (provided at the end of this document). However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by the vendor within the stipulated time for the relevant period and tax amount thereon has been paid by the vendor to Government within the stipulated time period as per GST Law.
- 6.19.4. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by the vendor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the vendor's bill and/or adjusted against GST amount not paid as indicated under **para 6.19.3.** above.
- 6.19.5. Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by vendor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by the vendor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had the vendor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from the vendor.
- 6.19.6. The vendor has to submit their GST registration certificate to the ordering BHEL location within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the vendor by respective office of BHEL within 30 days from the placement of work order.

## 6.20. 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.

- 6.20.1. 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.



6.20.2. 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.

#### **6.21. Statutory Obligations**

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

#### **6.22. 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.

#### **6.23. Limitation of Liability**

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

#### **6.24. 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.

#### **6.25. 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.

#### **6.26. 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.

#### **6.27. 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.

#### **6.28. 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.

#### **6.29. 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.

#### **6.30. Termination of The Contract & Its Consequences**

- 6.30.1. 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.



- 6.30.2. BHEL reserves the rights to cancel the agreement in case the services are not found to be satisfactory.
- 6.30.3. Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 6.30.4. If the vendor is de-paneled from the CERT-In empanelment, during the contract period, it will be automatically de-paneled from the BHEL Rate Contract without serving any notice.
- 6.30.5. **Consequences:** As soon as the Work Order or Rate Contract Order is cancelled/terminated by the BHEL, no charges will be payable to vendor on cancelled portion.

### **6.31. 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.

### **6.32. 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.

### **6.33. Special Clauses**

- 6.33.1. BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.
- 6.33.2. The Rate Contract validity period shall be of TWO years. Period of contract shall start from the date of placement of Rate Contract LOI by BHEL CDT.
- 6.33.3. Successful bidders(s) shall enter into Rate Contract agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- 6.33.4. The work shall be conducted once in a year for all BHEL locations/units as per tender document i.e., two times (2 Work Orders) in two years contract period. All BHEL locations/units will place the Work Order for their requirements and the payment shall be done by the respective location/unit.
- 6.33.5. On the basis of satisfactory completion of the relevant services & deliverables as per clause 5, and technical vetting of final report, the payment will be made through Cheque/EFT (payable at par) within 30 days of the submission of Invoices in triplicate and other necessary documents.
- 6.33.6. Prices shall remain firm without any variation during Rate Contract period.
- 6.33.7. The vendor shall be responsible for payment of any other state/central/local govt. taxes during the rate contract period.
- 6.33.8. No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- 6.33.9. Projected yearly requirements for each location are as per tender document.
- 6.33.10. Price bid offer shall be valid for 90 days from the date of opening of technical bid.

## **7. List of Annexures**

- 7.1. Annexure-I: List of IPs for PT Requirement / Distribution of Work.
- 7.2. Annexure-II: Non-Disclosure Agreement Format.
- 7.3. Annexure-III: Price Bid Format.
- 7.4. Annexure-IV: No-Deviation Certificate Format.
- 7.5. Annexure-V: Business Rules for RA.
- 7.6. Annexure-VI: CA Certificate Format for MSEs.
- 7.7. Annexure- VII: Declaration of GST Benefits

**Annexure-I (List of Locations)**

S. No.	Unit/Location
1	Corporate Office, Asiad, New Delhi
2	Corporate IT Noida
3	Haridwar
4	EDN Bangalore
5	Jhansi
6	PS-WR Nagpur
7	PS-ER Kolkata
8	PS-SR Chennai
9	PS-NR Noida
10	Industry Sector, New Delhi
11	Corporate R&D, Hyderabad
12	Hyderabad
13	Trichy
14	Bhopal
15	Ranipet
16	PS-PEM Delhi
17	ISG, Bangalore
18	EPD, Bangalore
19	Piping Center Chennai
20	HPVP
21	Insulator Plant, Jagdishpur

**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 for Rate Contract 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
<b>BHARAT HEAVY ELECTRICALS LTD.</b>	<b>BHARAT HEAVY ELECTRICALS LTD.</b>
Signature: _____	Signature: _____
Name : _____	Name : _____
Designation: _____	Designation: _____
Date: _____	Date: _____
<b><u>Witness</u></b>	<b><u>Witness</u></b>
1.	3.
2.	4.



 <b>Bharat Heavy Electricals Limited</b> (CDT, Noida)				
<b>Price Bid Format</b>				
Sl. No.	Item Description	Approx. Qty per Year (No.)	PT Charges per IP (w/o GST)	Total Value for 2 Yrs (w/o GST)
		(a)	(b) in ₹	(c) = 2x[(a)x(b)] in ₹
1	Penetration Testing of network devices/server per IP address (with re-check/re-validation)	150		
2	Add-on Web Application Security Testing of Web Servers per IP address (with re-check/re-validation)	50		
<b>Total Value of Item 1 &amp; 2 for entire contract period (2 years) (excl. GST) in ₹</b>				
<b>Applicable GST (in %)</b>				
<p><b>Note:</b></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. The no. of web servers count for which web application security testing is to be conducted are also included in network devices/servers for which PT is to be done. The web application security testing is additional testing on web servers for which penetration testing is also to be done.</p> <p>4. Web Application testing is an add-on testing and these IPs are also included in the Penetration testing (Sl. No. 1).</p> <p>5. All values to be quoted in Indian Rupees.</p>				
<b>Authorized Signature along with Company's seal:</b>				

**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:PT/Rev(2017-19) dated 04<sup>th</sup> October, 2017**. 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 Rules for Reverse Auction for ----- as per the agreed Technical Specification against the Tender No. -----, Dated -----.

<b>BUYER'S NAME</b>	M/s. BHARAT HEAVY ELECTRICALS LIMITED CORPORATE DIGITAL TRANSFORMATION, SEC-16 A, NOIDA, UP-201301
<b>AUCTION TO BE CONDUCTED BY</b>	----- ADDRESS:- -----
<b>DATE &amp; TIME OF AUCTION</b>	Auction Date: Online Sealed Bid Time: Online Reverse Auction Time:  Auction website : http://
<b>DOCUMENTS ATTACHED</b>	1) Terms & Conditions of Reverse Auction (Annexure – I) 2) Business Rules for Reverse Auction (Annexure – II) 3) Price Format (Annexure- .....) 4) Process Compliance Form (Annexure - IV) 5) Details of item (s) to be Reverse Auctioned (Annexure-V) 6) Post RA Price confirmation by bidder (Annexure – VI) 7) Bidders Detail (Annexure-VII)
<b>SPECIAL INSTRUCTIONS</b>	<b><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></b>

**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 (Price Format- Annexure III) 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 VI) 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 “-----” through Reverse Auction mode.

BHEL has made arrangement with M/s. -----, 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 following:-

- (a) BHEL Enquiry No. -----, **Dated** -----,
- (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.

**1. Procedure of Reverse Auctioning**

- i. **Online Sealed Bid:** This duration of online sealed bid will be 60 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 bidder 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.

**2. Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on XX.XX.XXXX and the duration of online sealed bid will be XXminutes. All bidders to submit their online sealed bids during this period.

**- Online Sealed Bid:-**

Start Time- XXXX  
Close Time:- XXXX

**-Online Reverse Auction:-**

Start Time:- XXXX  
Close Time:- XXXX

**3. 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. ----- with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

**4. 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.

**5. 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.

**6. 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.

**7. 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.



8. Bidders shall be assigned a **Unique User Name & Password M/s. -----**, Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. ----- 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.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/technical loading shall be intimated to bidders prior to RA. The Price Format provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s -----), 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 **M/s -----** 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 up load 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.
12. **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).
13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from **M/s. -----**



14. **M/s.** -----, shall arrange to demonstrate/ train the bidder or bidders nominated person(s), without any cost to bidders. **M/s.** ----- shall also explain the bidders, all the rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance for as Annexure IV. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (*Annexure-XX*) for price breakup including that of line items, if required, quoted during the online Reverse Auction, duly signed and stamped as token of acceptance without any new condition, after the completion of auction to **M/s.** ----- besides BHEL within two working days of Auction without fail.
16. 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 for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
17. Bidders bid will be taken as an offer to execute the work of the item as per **Enquiry no.** -----, **Dated** ----- 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 for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- Leading (Running Lowest) Bid in the Auction (only total price of package)
  - Bid Placed by the bidder
  - Start Price
  - Decrement value
  - Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. 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.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. ----- 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.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 communication with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.



**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

- -----  
**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 "-----" against **BHEL Enquiry No. -----**

-----, **Dated** -----.

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 \_\_\_\_\_ 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. -----
- 5) we also confirm that in case we become L1 bidder, the envelope sealed price bid submitted by us shall be opened by BHEL and we agree to accept the lower of the two bids (RA closing price & envelope sealed price) for placement of order and we have understood that in case online sealed bid placed by us is found higher than envelope sealed price bid submitted by us, then BHEL may take action as stipulated in NIT.

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 ----- prior to start of the Event.



**ANNEXURE – V**

**Item Description:**

As per tender enquiry ref. no. \_\_\_\_\_ dated \_\_\_\_\_ (along with amendments /corrigendum and clarifications).

Details as per "PRICE BID FORMAT of the tender enquiry (along with clarifications).

The Reverse Auction will be held for the following value:

<b>Format for Reverse Auction for '-----'</b> <b>RFP Ref. No. ----- dated _____</b>	
<b>Item Description</b>	<b>Total Cost of the Solution for Evaluation</b>

**ANNEXURE – VI**

**RA price confirmation and breakup**

**To**

- \_\_\_\_\_

CC: M/s Bharat Heavy Electricals Ltd.

Corporate Digital Transformation, Sector-16A, Noida-201301

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted **Rs \_\_\_\_\_ in value & in words \_\_\_\_\_**

\_\_\_\_\_ **(Final Net Cash Out Flow)** for  
 \_\_\_\_\_ covered under Tender Enquiry No.  
 \_\_\_\_\_ dated \_\_\_\_\_, as our Final Bid along with the Price Break up as quoted during the 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**



**CONTACT DETAILS:**

<b>M/s -----</b>	<b>Bharat Heavy Electricals Limited CDT, BHEL, Noida</b>
ADDRESS:-  Auction website:  http://	Ms Shivali Arya Dy. Manager (CDT) Mobile No. 9999566646 Email id: shivali@bhel.in  Or  Mr. Ajay Bagati DGM (CDT) Mob. No. 9818115173 Email Id: ajay.bagati@bhel.in



**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

*Abhishek*

**Annexure-VII**

**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:

