

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  
Cyber - Security Operations Center (SOC)**

*Abhishek*



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

Ref. No. : AA:CDT:SOC

Date: 13<sup>th</sup> Sep 2017

Dear Sir / Madam,

**Sub: Cyber - Security Operations Center (SOC)**

Sealed bids are invited for setting up of a Cyber - Security Operations Center (SOC) 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., **04/10/2017 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

DGM (CDT)

## Table of Contents

1.	Terms and Definitions:.....	5
2.	Key Activities and Dates of tender : .....	5
3.	Introduction: .....	6
4.	Existing Network Infrastructure: .....	6
5.	Existing IT Infrastructure : .....	7
6.	Objective : .....	7
7.	Pre-Qualification Requirements (PQR) : .....	7
8.	Milestone, Deliverables & Delivery Timelines: .....	8
9.	Scope of Work : .....	8
10.	Special Terms and Conditions: .....	12
11.	General Terms and Conditions: .....	14
11.1.	Ethical Standard:.....	14
11.2.	Non-Disclosure Agreement: .....	15
11.3.	Cost of Bidding:.....	15
11.4.	Procedure for Submission & Opening of Bids: .....	15
11.5.	Marking On Envelope : .....	16
11.6.	Bid Submission : .....	17
11.7.	Bid Opening : .....	17
11.8.	Validity of Offer : .....	18
11.9.	Deviations : .....	18
11.10.	Language of the Bid & Corrections: .....	18
11.11.	Rejection Of Bid and Other Conditions: .....	18
11.12.	Clarification on Bidding Documents: .....	19
11.13.	Amendment of Bidding Documents: .....	20
11.14.	Evaluation and Comparison of Bids:.....	20
11.15.	Taxes & Duties:.....	21
11.16.	Purchaser's Right to accept or Reject any or all Bids: .....	22
11.17.	Exclusions:.....	22
11.18.	Statutory Obligations:.....	22
11.19.	Liabilities from the Contract.....	23
11.20.	Exemption: .....	23
11.21.	Insurance: .....	23
11.22.	Indemnity:.....	23
11.23.	Risk Purchase: .....	23
11.24.	Arbitration:.....	24
11.25.	Additional Facility Required In Future On Supplied Equipment.....	24
11.26.	Force Majeure: .....	24



11.27.	Patent & Trademark: .....	24
11.28.	Merger & Acquisition: .....	25
11.29.	Terminal payment: .....	25
11.30.	Security Deposit : .....	25
11.31.	List of Annexures: .....	26



## 1. Terms and Definitions:

### 1.1. 'Owner'

The Owner shall mean M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956/2013 with its registered office at BHEL House, Siri Fort, New Delhi-110049 .The expression shall include its successors and assigns .It may also be referred to as BHEL.

### 1.2. 'OEM' -The OEM of the concerned Security Operations Center (SoC) solution products.

### 1.3. 'Request for Proposal (RFP)'

Tender document containing the Specifications, scope, qualification criteria, terms & conditions etc. released by BHEL

### 1.4. 'Bid' - The documents submitted in response to the RFP.

### 1.5. 'Bidder'

The Bidder shall mean the Firm/Company/Organization registered under the Indian Statute governing the respective entity which quotes against the Tender Enquiry issued by the Owner.

### 1.6. 'Successful Bidder'

The bidder who is qualified successful in the bidding process and is given the award of Work.

### 1.7. 'Vendor'

Implementation Partner / System Integrator bidding for the Security Operations Center (SoC) solution implementation.

### 1.8. 'Units/Sites'- Units are BHEL's manufacturing facilities and Sites are BHEL's project sites.

### 1.9. 'Specification'

The Specification shall mean the specifications contained in the RFP Documents and Annexure, Schedule etc. attached thereto, if any, and includes any subsequent modifications thereof.

### 1.10. 'Approved'

The Approved means approved in writing.

### 1.11. 'Month / Week' - The Month shall mean calendar month & Week shall mean 7 days.

### 1.12. 'Commissioning Date' - Date mentioned in the commissioning certificate issued by the owner.

## 2. Key Activities and Dates of tender :

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	13/09/2017
2	Last date of receiving queries	20/09/2017



4	Last date and time for submission of bids	<b>04/10/2017 at 1600hrs</b>
5	Techno commercial bid opening	<b>04/10/2017 at 1630hrs</b>

### 3. Introduction:

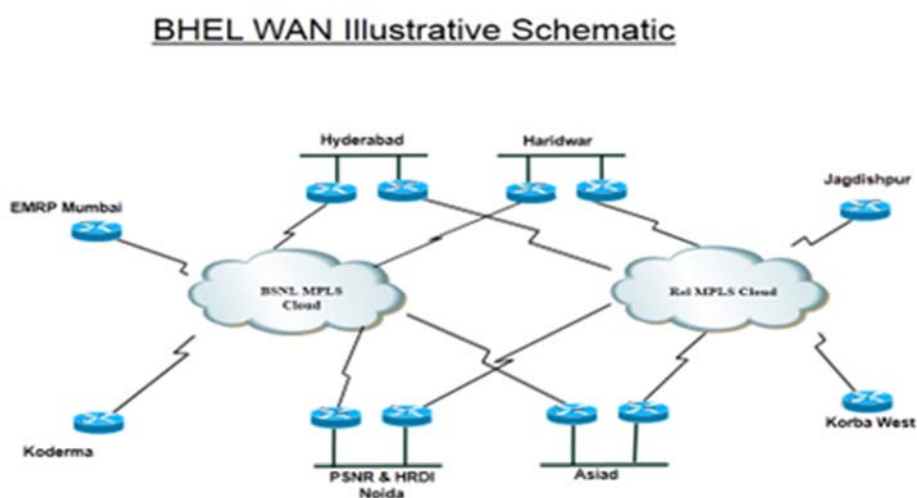
BHEL is the largest engineering and manufacturing enterprise in India in the energy-related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized 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.

### 4. Existing Network Infrastructure:

BHEL is using MPLS connectivity from multiple service providers to connect their locations. The BHEL locations are connected through multiple connectivity options with redundancy as required.



*Abirali*

## 5. Existing IT Infrastructure :

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

## 6. Objective :

The objective is to enhance and strengthen IT Security framework and 24X7 comprehensive information / cyber security management including monitoring, detecting, and mitigating incidents by setting up a Cyber Security Operations Center (SOC).

## 7. Pre-Qualification Requirements (PQR) :

Sr. No.	Qualification Criteria	Documents to be Provided	Bidder's Compliance (Yes / No)
1	The Bidder should be registered under Indian Companies Act, 1956 / 2013.	Copy of Certificate of registration.	
2	The bidder shall be OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator.	Documentary evidence for OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator. (Authorization letter from OEM, in case bidder is not OEM)	
3	The Bidder should have a valid ISO-27001 certificate.	Copy of valid ISO 27001 certificate.	
4	Experience of similar works during last 7 years ending 31 <sup>st</sup> July, 2017. ( Similar work includes supply / commission / maintenance of Security solutions like Firewall / IPS/ IDS/ End-Point Security / SOC etc.)	PO/ Letter of Agreement/ LOI/ Engagement letter of similar works for the followings: Three similar work costing more than INR 96 lakhs each OR Two similar work costing more than INR 120 lakhs each OR One similar work costing more than INR 192 lakhs	

5	The Bidder should have an average annual turnover of at least INR 300 lakhs for the last 3 financial years.	Audited Balance Sheet, P/L accounts for last 3 FY 2014-2015, 2015-2016 and 2016-2017 to be enclosed.	
6	The Bidder company/Bidder's parent company should be making profits for last 3 financial years.	Audited Balance Sheet, P/L accounts for last 3 FY 2014-2015, 2015-2016 and 2016-2017 to be enclosed.	

**NOTE:**

- 1) In case a bidder does not meet all the conditions mentioned in PQR, bidder will be disqualified.
- 2) All data shall be verifiable by the Owner.

**8. Milestone, Deliverables & Delivery Timelines:**

Milestone	Deliverable	Timelines Start	Timelines End
M1	a. Supply and installation b. Commissioning c. Performance Acceptance Test (PAT) – Post Commissioning d. Commissioning certificate by the Owner	D	D + 180 Days
M2	a. Training	P	P + 60 Days
M3	a. Event Log Collection & Management b. SOC Processes & Use Cases c. SOC Monitoring & Support d. Threat Intelligence & Incident Management	P	P + 3 years
D – Date of award of LOI / PO to the successful bidder P – Commissioning date			

**9. Scope of Work :**

- 9.1. Successful bidder shall work in co-ordination with BHEL team and OEMs for completion of project
- 9.2. All software to be provided as part of the solution should be licensed to “Bharat Heavy Electricals Limited”.
- 9.3. **Supply and Installation (M1-a)**
  - a) Supply, Install, Configure, Test and Integrate (with existing IT setup of all the locations (As per **Annexure – I**).
  - b) The platform should be supplied on Hardened OS embedded in hardware or Virtual Appliance. The storage should be RAID configured to protect against disk failure.





- c) H/w Appliance must be sized for burst of minimum 20000 PEAK EPS at correlation layer.
- d) Carry out installation of systems, fixing, termination and inter-cabling, etc. Arrange and provide requisite item, component, cables, tools and software etc. for carrying out the installation and commissioning job. Proper documentation, labeling and tagging shall be done for all the equipment used in the entire solution for easy management and maintenance.

#### **9.4. Commissioning (M1-b)**

- a) The solution should have High Availability (HA) Configuration of necessary SOC components to ensure that there is no Single point of failure including Management console, receivers etc. Please provide the Architecture for the same.
- b) The solution must be configured for efficient storage and compression of collected data.
- c) Commissioning of SOC i.e. SIEM and other BoM items (As per **Annexure – II**)
- d) Configure / Create custom parsers for various devices logs to be read.
- e) Create correlation Rules in SIEM.

#### **9.5. Performance Acceptance Test (PAT) – Post Commissioning (M1-c)**

- a) To ascertain whether the commissioned solution meets the standard of performance and complete functionality acceptable by the owner. The PAT shall be conducted for 7 days.
- b) To demonstrate that the system performs all the functions of hardware and software (as indicated in the Technical Specifications as per **Annexure - III**) correctly and reliably.
- c) If the commissioned SOC is not able to meet PAT, the successful bidder shall rectify or fine tune parameters for obtaining the required functionality.
- d) Once the successful bidder offers the system for testing again, the systems shall be tested again as per PAT.
- e) If after the 2nd testing, the commissioned SOC is not able to meet PAT, the supplied system is liable to be rejected

#### **9.6. Commissioning Certificate by the Owner (M1-d)**

- a) On successful PAT, the successful bidder shall submit a complete project report having the following:
  - 1. Configuration details of SOC i.e. SIEM and other Bill of Material items.
  - 2. Network diagrams / cabling scheme.
  - 3. Manuals and software.
  - 4. Security scheme for entire solution.
  - 5. Details of Backup policy and configuration.
  - 6. Insurance document of all the supplied equipment.
- b) On submission of the complete project report as above, BHEL will issue a Commissioning Certificate mentioning the commission date.



### **9.7. Training (M2-a)**

- a) All the trainings should be conducted at BHEL premises. The boarding and lodging of trainer faculty will be the responsibility of the successful bidder
- b) The training course shall be approved by the owner.
- c) The faculty for all the trainings shall be OEM certified.
- d) Training of all the products and features and their administration for 1 batch for 3 days.

### **9.8. Event Log Collection & Management (M3-a)**

- a) The Solution must collect logs from minimum 20 locations. BHEL's available infrastructure may be used at these locations or Successful Bidder may supply their appliances/servers for same. The Log Collectors must be configured in HA.
- b) The Solution should be configured to have a Log collection and archive architecture on BHEL storage that supports both short-term (online) and long-term (offline) event storage.
- c) Log Aggregation should be implemented to consolidate multiple identical raw events into one processed event. Also Logs should be filtered so that no unwanted log travel upwards.
- d) Log Collectors should compress logs before forwarding and in case of network failure must retain logs for at least 2 days.
- e) The Solution should capture all the fields of the information in the raw logs.
- f) The Solution should be configured to handle minimum 200GB/ Day Log Volume at Log management layer.
- g) Log Management layer should be configured to retain both Raw and Normalized logs.
- h) Logs should be retained and maintained for a period of 1 year either onboard or on a separate NAS/SAN/DAS.
- i) All the Logs (raw as well as normalized) stored must be tamperproof.
- j) Event Dropping or Caching by SIEM should not happen in normal circumstances and same should be reported and corrected immediately.

### **9.9. SOC Processes & Use Cases (M3-b)**

- a) The successful bidder shall be required to define SOC workflow and SOC processes for security monitoring services. The bidder shall also define the standard operating procedures for SOC. These shall be approved by the Owner. Following bare minimum procedures shall be defined:
  - a. Monitoring procedure
  - b. Notification procedure (email, phone/mobile, etc.) and escalation processes
  - c. Incident logging procedures



- d. Compliance monitoring procedure
  - e. Report development procedure
  - f. Dashboard creation procedure
  - g. Incident investigation procedures (malware, etc.)
- b) The successful bidder shall also be required to define SOC Use Cases in the context of BHEL business processes and infrastructure.

#### **9.10. SOC Monitoring and Support (M3-c)**

- a) The Solution should be configured for minimum 2500 Sustained EPS at Correlation layer.
- b) The Events correlation should be real-time.
- c) The solution must provide intuitive mechanisms for troubleshooting such as proactive notifications etc.
- d) The Successful Bidder should perform (at least twice a year) health check-up and fine tuning of Solution, if required, and submit the Report.
- e) The solution should send notification messages and alerts through email, SMS etc.
- f) The Solution should provide reports like Failed logins in firewall, High bandwidth users etc.
- g) The solution should be able to correlate Identity and Session information to assist in responding to incidents that are user centric.
- h) The Solution should be able to discover similar patterns of access, communication etc. over a period of time.
- i) The Solution should correlate Events generated from multiple sources at different locations.
- j) Workforce requirement for Security monitoring services: The successful bidder shall provide the following resource for security monitoring services:
  - a. One SOC Analyst (L1) in general shift.: 1 shift as per working hours / days of BHEL in NCR offices; Qualification: B.E./ B.Tech. / MCA.; Experience of min. 5 years in IT Security / Firewall / IPS; Certifications: SIEM, VA Tools, PT Certified / Trained
- k) The resources shall be approved by the Owner. The resources provided by the successful bidder shall be on the regular rolls of the bidder. The proof of employment of the resources shall be submitted to BHEL for verifying the same.
- l) In case of resource on leave, adequate replacement shall be provided so that the services are available as per schedule. In case of exigencies, the SOC Analyst should be available on Saturdays, Sundays and Holidays as well.

#### **9.11. Threat Intelligence & Incident Management (M3-d)**

- a) The solution should be linked with a Threat Intelligence Database to detect early Threats.



- b) The successful bidder should monitor security logs through the proposed SIEM to detect malicious or abnormal events and raise the alerts for any suspicious events that may lead to security breach.
- c) Successful Bidder should maintain a knowledge base of alerts, incidents and mitigation steps and this knowledge base should be updated with evolving security events within and outside BHEL.
- d) Successful Bidder should provide coordinated rapid response to any security incident to contain the attack & coordinate restoration of services.
- e) Successful Bidder operation team at BHEL should send alerts with details of mitigation steps to designated personnel.
- f) Successful Bidder has to carry out root cause analysis (RCA) for security incidents, mitigation steps and coordinate implementation of controls to prevent recurrence.
- g) Evidence for any security incident should be maintained in tamper proof manner and should be made available for legal and regulatory purposes, as required.
- h) Successful Bidder shall provide MIS reports to BHEL on daily, weekly and monthly basis. Reporting requirements will be finalized with the successful Bidder. Bidder should also provide reports on demand whenever required by the Owner.

## **10. Special Terms and Conditions:**

### **10.1. Penalty for Late Delivery & Commissioning:**

For the delay in delivery, commissioning or / and training, penalty shall be levied at the rate of 0.5% per week (or part thereof) subject to maximum of 10% of the total contract value for entire rental period. This penalty will be deducted from the first quarter rental charges, in case the penalty amount to be deducted is more than the first quarter rental charges, the same will be adjusted from the consecutive quarter.

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

### **10.2. Service Level Agreement (SLA):**

Support on 24X7 basis for all the hardware & software items. The successful bidder shall ensure that the following SLA parameters are met:

**10.2.1.** An uptime of 99.5% of entire SOC per month.

### **10.3. Penalty for SLA Non-Conformance:**

At the end of each quarter, downtime will be calculated for the implemented solution / system. Downtime will be calculated on per month basis. The deductions will be made as per the following formula.



- For 80.0% <= uptime < 99.5% (Penalty at normal rate) : Deduction (D) per month = downtime in minutes for a month (d) x rental per minute ( r ).
- For: uptime < 80.0% (Penalty at double rate) : Deduction (D) per month = downtime in minutes for a month (d) x rental per minute ( r ) x 2.

#### **10.4. Rates:**

Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular/on-site insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract. However, the Lease Tax/ RTU Tax will be payable as per actuals.

Rates are to be quoted as per Price Bid Format providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.

#### **10.5. Payment Terms:**

Rental period shall start as per the commissioning date issued by BHEL. Quarterly rental charges (after deducting pro-rata cut, for any SLA non-conformance) become payable at the end of each quarter. However, 1st quarter rental payment will be proportionate as per commissioning date and shall be made only after successful execution of training.

The payment of rental charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate.

On the basis of satisfactory completion of the relevant services & deliverables, subject to terms and conditions mentioned in clause 11.15 (Taxes & Duties) the payment will be made through EFT (payable at par) within 30 days of the submission of GST creditable invoices.

However, GST portion amount 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 contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law. Alternatively, the same shall be released on submission of BG equal to the amount of GST portion plus notional interest thereon for 2 months period, valid till the end of the contract plus 3 months or 3 months from the date of submission of final bill, whichever is later.

Payments will be made within 30 days from the last date of submission of following documents

- Invoice in triplicate. Delivery/Installation Report (Duly signed by BHEL executive), required only at the time of first payment.
- SLA reports for the quarter (to be verified by the System Administrator).
- Security Deposit as per RFP clause of Security deposit.
- Insurance documents for all the items and its annual renewal, whenever due.

#### **10.6. Income Tax Depreciation:**

Income tax depreciation will be claimed by BHEL.



#### **10.7. 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 owner.

#### **10.8. Special Clauses:**

10.8.1. All the items to be supplied must be NEW.

10.8.2. All the Items must be supplied in full and complete.

10.8.3. No item shall be offered whose end-of-sale or end of life has been declared by the OEM or has been declared to be under phase out.

10.8.4. The rates will be valid for six (06) months from order date. BHEL, at its discretion may ask the successful bidder for the similar or higher specifications in this period at the same rental charges.

#### **10.9. E- Waste Disposal:**

10.9.1 Vendor shall ensure full compliance to E-waste (Management and Handling) Rules, 2011 for products being supplied to BHEL.

10.9.2 Vendor should ensure that either them or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state

10.9.3 Vendor shall manage a system directly or with a help of any professional agency for collection and channelization system of E-waste generated by the end of lifecycle of products supplied by it or whenever BHEL discards these products as E-waste.

10.9.4 Vendor shall arrange for collection of e-waste generated at the end-of-life from BHEL or whenever BHEL discards these products as E-waste and channelize the waste to authorized collection centers or recyclers/dismantlers under E-waste (Management and Handling) Rules, 2011. Also, Vendor shall bear all costs including transportation costs etc. involved in the aforesaid arrangement.

10.9.5 Vendor shall provide the full contact details including helpline number of the authorized collection centers and collection points or their collection mechanism being used by them to BHEL and such information should be periodically updated.

#### **11. General Terms and Conditions:**

##### **11.1. 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.

#### **11.2. Non-Disclosure Agreement:**

11.2.1. 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.

11.2.2. 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-VII** in line with the Owner’s Information Security Management System (ISMS).

#### **11.3. 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.

#### **11.4. 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 Rs.4,80,000/- (Rupees four lakh eighty thousand only) in the form of Banker’s cheque/ Pay order/ Demand draft in favour 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:

- i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.
- ii. Compliance for Technical Specifications as per format enclosed as Annexure-III.
- iii. Unpriced copy of PRICE BID as per format enclosed as Annexure-IV.
- iv. No Deviation Certificate as per format enclosed as Annexure-V.
- v. Declaration of GST benefits as per format enclosed as Annexure-VI.
- vi. 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-IV** 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 lease 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).

**11.5. 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.

**11.6. Bid Submission :**

- 11.6.1. 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) 2416462 / 2416496**

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

- 11.6.2. Bids can also be delivered in person to the official inviting Bids and shall be dropped in the tender box at the address mentioned above.

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

**11.7. Bid Opening :**

- 11.7.1. 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/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

- 11.7.2. 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.

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

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

- 11.7.5. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).

- 11.7.6. 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.



11.7.7. 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.

11.7.8. 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.

11.7.9. Manufacturer's name, trade Mark or Patent No., if any, should be specified.

11.7.10. Purchaser/Lessee reserves the right to negotiate the tender, if required.

#### **11.8. Validity of Offer :**

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

#### **11.9. 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-VII.

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

#### **11.10. Language of the Bid & Corrections:**

11.10.1. 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.

11.10.2. 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.

11.10.3. 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.

11.10.4. However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

#### **11.11. Rejection Of Bid and Other Conditions:**

11.11.1. 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.

11.11.2. If required, BHEL is entitled to ask for any equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any charge and precondition(s) to BHEL within 72 hours of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful



bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.

11.11.3. Equipment offered must have current certifications as detailed in relevant sections. Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.

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

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

11.11.6. The acceptance of bid will rest with the Purchaser/Lessee and does not bind him to accept the lowest or any bid. The Purchaser/Lessee 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.

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

11.11.8. 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.

11.11.9. If the bidder deliberately gives wrong information in his bid, Purchaser/Lessee 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.

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

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

#### 11.12. 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 [shivali@bhel.in](mailto:shivali@bhel.in) / [sandeep@bhel.in](mailto:sandeep@bhel.in) as per tender clause of Key **Activities and Dates**. The reply to the queries will also be made available from the same. BHEL will not entertain or respond to bidders' queries received after the mentioned date.



### 11.13. 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>) and cpp portal in Tender Notification section under the original tender enquiry number.

### 11.14. Evaluation and Comparison of Bids:

- 11.14.1. Totals / 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.
- 11.14.2. Though offer of higher warranty/configuration/rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.
- 11.14.3. Prices of optional items, if any, shall also be considered for Price evaluation and comparison, unless stated otherwise.
- 11.14.4. Purchase preference would be extended to Central Public Sector Enterprises (CPSE's). Accordingly, where all things being equal, purchase preference will be granted to the CPSE's at the lowest valid price bid (L1). This preference would be available to CPSE's provided there is valid Office memorandum to this effect from the concerned Ministry.
- 11.14.5. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company in line with multiplication factor communicated before RA.
- 11.14.6. In case BHEL decides to go for RA only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. Non submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.
- 11.14.7. Business rules for RA are contained in **Annexure-VIII**.
- 11.14.8. The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The bidding evaluation is based on L1 criteria. Further the tender is **NOT divisible**. The evaluation of responsive bids shall be done in 3 stages:

#### **Stage-I: Evaluation Of Response To Eligibility Criteria:**



These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for stage II evaluation.

#### **Stage-II: Evaluation Of Technical & Commercial Bids:**

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation.

Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The Bidders should meet the commercial conditions as defined in the bidding documents.

BHEL's Technical Committee will then evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

#### **Stage –III: Evaluation of the Price Bid:**

Bidders clearing the Techno-Commercial evaluation will have their Price Bids opened. The total cost of the bid will be calculated as under:

- i. Total cash outflow for 3 years rental charges for establishing and maintaining SOC.
- ii. The bid having the least total cash outflow for 3 years will be considered L1 bidder. Evaluation of L1 ranking will be on the basis of total rental Charges including all applicable Taxes and Duties but excluding all input credits available to BHEL so as to assign tender priority based on cost to BHEL. The L1 Bidder shall be eligible for award of contract.

#### **11.15. Taxes & Duties:**

- 11.15.1. 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.
- 11.15.2. The contractor has to submit their GST registration certificate to BHEL within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by respective office of BHEL within 30 days from the placement of work order.
- 11.15.3. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- 11.15.4. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.



- 11.15.5. 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 BHEL and must contain the address and GSTIN of BHEL.
- 11.15.6. Payment shall be made to the vendor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents. 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. Alternatively, the same shall be released on submission of BG equal to the amount of GST portion plus notional interest thereon for 2 months period, valid till the end of the contract plus 3 months or 3 months from the date of submission of final bill, whichever is later
- 11.15.7. 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 11.15.3** above.
- 11.15.8. 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.
- 11.15.9. 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.
- 11.16. Purchaser's Right to accept or Reject any or all Bids:**  
The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 11.17. Exclusions:**  
The Bidder shall clearly indicate the items under "Exclusions" head, which are excluded from the scope of Bidder's work, if any.
- 11.18. Statutory Obligations:**  
All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.



#### **11.19. 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.

Successful bidder's liability will be limited to the value of this contract only and will not be liable for any consequential damages.

#### **11.20. 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.

#### **11.21. Insurance:**

Insurance for the complete Systems/ Goods shall be arranged by the Vendor/ Lessor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser/ Lessee, 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/ Lessor. Evidence of insurance policy shall be submitted to BHEL. If the lessor 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.

#### **11.22. Indemnity:**

Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor / Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor 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/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

#### **11.23. Risk Purchase:**

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

- a) The Systems/Equipment, 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.

- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.

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

#### **11.24. 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.

#### **11.25. Additional Facility Required In Future On Supplied Equipment**

In case any additional facility is required in future on any of the supplied equipment, the Vendor/Lessor shall provide the same at mutually agreed terms & conditions.

#### **11.26. Force Majeure:**

Vendor/Lessor 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/Lessor to the Purchaser/Lessee 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.

#### **11.27. Patent & Trademark:**

Vendor/Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.





**11.28. 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.

**11.29. Terminal payment:**

BHEL shall have the right to acquire or surrender all the equipments at the end of the lease period. In case BHEL decides to acquire the equipments, a nominal charge of Re.1.00 per equipment will be paid as terminal payment.


In case of termination or surrender of equipments by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

**11.30. Security Deposit :**

- 11.30.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 11.30.2. 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.
- 11.30.3. 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.
- 11.30.4. 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.
- 11.30.5. 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.
- 11.30.6. 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 favour of BHEL)



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

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

11.30.8. The Security Deposit shall not carry any interest.

**11.31. List of Annexures:**

11.31.1. Annexure-I: Existing IT Setup of all the locations

11.31.2. Annexure-II: BOM

11.31.3. Annexure-III: Technical Specifications


11.31.4. Annexure-IV Price Bid Format.

11.31.5. Annexure-V: No-Deviation Certificate Format

11.31.6. Annexure-VI: Declaration of GST benefits

11.31.7. Annexure-VII: Non-Disclosure Agreement Format

11.31.8. Annexure-VIII: Business Rules for RA



## Existing IT setup of all locations

S. No.	Unit Name	Link. No.	ISP	Internet B/W (Mbps)
1	Ranipet	1	BSNL	16
		2	RAILTEL	40
2	Coroprate R&D Hydeabad	1	BSNL	8
3	ISG Bangalore	1	Tata Communications	24
4	PSNR	1	BSNL	4
5	Industry Sector	1	TATA	16
		2	RAILTEL	16
6	Bhopal	1	BSNL	30
7	PSWR	1	STPI ( Software Technology parks of India)	2
8	TP JHANSI	1	BSNL	10
		2	BSNL	2
9	PSSR	1	TATA	45
10	HEEP & CFFP	1	Tata	45
		2	BSNL	12
11	Trichy (Two ISPs STPI and BSNL are load balanced)	1	STPI	34
		2	BSNL	100
12	PSER	1	Sify	4
13	PEM	1	Reliance	16
14	BHEL R.C. Puram	1	RAILTEL	40
		2	POWERGRID	40
15	Piping Centre	1	Spectranet	8
	Piping Centre	2	RAILTEL	12
16	HPVP	1	RAILTEL	8
		2	BSNL	8
17	EDN	1	Sify	14
		2	Sify	6
18	EMRP Mumbai	1	MTNL FOR LOCAL	8
19	EPD	1	TATA	8
20	CSU Jagdishpur	1	BSNL	8.5
21	IP Jagdishpur	1	Reliance	16
22	Corp Office, Asiad	1	Sify	32
		2	Power Grid	40
23	Noida HUB	1	BSNL	32
		2	Reliance	48
24	Hyderabad HUB	1	BSNL	16
		2	Reliance	32

**Note: This information is indicative in nature**



**Bill Of Material - BOM**

S. No.	Item code	Description	Quantity
1	SIEM	SOC / SIEM	1
2	DISP	Display Unit	2
3		The Solution should be supplied as turnkey including HW, SW, Display console, Storage device and any other accessories required.	



## Technical Specifications

SOC / SIEM - SIEM		
General		
S. No.	Specification	Bidder Comments (Yes / No)
1	The SIEM should be 3-tier solution with physical segregation of Collection layer , Log Consolidation layer and Correlation Layer. Solution should have dedicated management console for managing Collection and Consolidation Layer (e.g. Log statistics, SW upgrade etc.)	
2	The Solution should be supplied as turnkey including HW, SW, Display console, Storage device and any other accessories required.	
3	The Solution should integrate with all major Security and Network intelligence solutions. The Bidder must share the List of Out-Of-The-Box supported devices and Log types.	
4	The Solution should provide the ability to encrypt communications between components without impacting log performance. Please attach the details.	
5	Solution must support integration with all major log generating devices including Security devices, physical security devices, Applications including SAP, Databases, Network devices, operating systems. For any un-supported devices, a development kit must be bundled with the Solution. There should be NO additional cost for developing log parsers for unsupported devices and integration of the same within the contract period of 3 years.	
6	The solution must integrate with 3rd party directory services (LDAP /AD) as an authentication method. Please attach details.	
7	The Solution should integrate asset information such as categorization, criticality etc. and use the same attributes for Correlation and Incident Management.	
8	The Solution should have various Roles for SIEM Administration i.e. Operator, Analyst etc.	
Log Collection Layer		
9	The Solution should have a Log collection and archive architecture on 3rd Party storage that supports both short-term (online) and long-term (offline) event storage. Both online and offline logs should have indexing to ensure that Log search is faster. Please attach the details.	



10	Log Collection Layer should be capable of log aggregation and filtration to ensure no unwanted logs travel upwards and consolidates multiple identical raw events into one processed event.	
11	Log Collectors should have a Log compression ability (min. 70%) before forwarding.	
12	Log Collection should be capable to collect IP Flow logs of Network.	
13	Solution should support log collection for IPv4 as well as for IPv6.	
14	Solution should support Aggregation, Normalization, Categorization, Batching, Compression, Caching, Encryption and Filtering at collection layer:	
<b>Log Consolidation Layer ( Log management)</b>		
15	Log Consolidation must be an independent layer and must function irrespective of availability or non-availability of SIEM layer.	
16	Solution should be capable to handle minimum 200GB/ Day Log Volume at Log management layer.	
17	Log Management layer must support Log Search, Log analytics, log forensics, Dashboards, Reports.	
18	Logs stored must be tamperproof and provide integrity mechanism in accordance with NIST 800-92.	
19	Log Management should provide reports like Failed logins in firewall, High bandwidth users etc. Solution should provide drill down report capability and provide flexibility to generate linked reports.	
20	The Solution should support configurable Data retention policy based on Legal requirement.	
21	The Solution should be capable of replicating Logs at Primary and DR site in real time.	
22	The Solution should have built-in system health check to troubleshoot Operational issues like: 1) Event Processing statistics 2) Compute Utilization (CPU, RAM etc.) 3) Resource utilization ( Reports, dashboard, rules, filters etc.)	
<b>Log Correlation Layer</b>		
23	Solution should be capable of handling minimum 2500 Sustained EPS at Correlation layer.	
24	H/w Appliance must be sized for burst of minimum 20000 PEAK EPS at correlation layer. Same must be demonstrated and backed up by document/ Undertaking	



25	The solution must provide intuitive mechanisms for troubleshooting such as proactive notifications etc.	
26	The Solution should be capable to correlate Security and Network events to prioritize its response and ensure effective Incident Handling.	
27	The solution should have provision to correlate Identity and Session information to assist in responding to incidents that are user centric.	
28	The Solution should have capability to discover similar patterns of access, communication etc. over a period of time.	
29	The Solution should have capability for correlation of Events generated from multiple sources at different locations.	
30	The event correlation on SIEM should be in real time.	
31	The Solution should be able to import the Vulnerability Information from scanning and Assessment Tools on real time basis and correlate them.	
32	The solution should have a Wizard / GUI based interface for rules ( including correlation rules ) creation.	
33	Solution must provide ability to monitor ERP applications, infrastructure devices and user transaction activity. The product must use this data to detect anomalous transactions such as simultaneous user transactions from multiple geo-spatial locations, fraudulent activity and breaches.	
34	The Solution must provide ability to aggregate and suppress alerting with granular options and use conditional logic to determine if an alert should be generated. Solution should support atleast below following threshold conditions- 1. On first event 2. On subsequent events 3. On every event 4. On first threshold 5. On subsequent threshold	
<b>Dashboard / Reports Configuration</b>		
35	Solution must provide a level of confidence that reporting will continue to work and not have to be modified if a particular product, such as a Firewall or IDS product, is replaced with a newer product or vendor. The reports should continue to run and include the new technology into the report criteria automatically.	
36	Solution must provide ability to generate linked reports with a master report to drilldown into the data within the reports dynamically.	



37	Solution must provide the ability to allow analysts to drill-down from graphical dashboards to the underlying event data.	
38	Solution must provide the ability to visually represent event data into a dynamically updated graph. This will assist analysts in determining the expanse of attacks and pinpoint the original attacker during incident response and remediation.	
39	The Solution should provide customized dashboard with dynamic / real-time display of events.	
40	The Reporting feature should be integrated in the solution. Bidder should design reports as desired by BHEL during the contract period.	
41	Customized reports should be configurable Or designable via GUI.	

Display Unit (55") - DISP		
General		
S. No.	Specification	Bidder Comments (Yes / No)
1	The size of Display Panel should be min 55"	
2	Aspect ratio should be 16:9 or 4:3	
Technology		
3	Display should be LED based	
4	Resolution should be Min. 1080p@60Hz	
5	Static Contrast Ratio should be min 1) For IPS Panel - 1100:1 2) For Non-IPS - 4000:1	
6	Brightness should be min. 450cd/sq.m	
7	Horizontal and Vertical viewing angle should be min. 178 degrees	
8	Should display min 1 billion colors	
Interface / Accessories		
9	Display should have min 2 HDMI/DVI	
10	Should integrate with the offered SOC solution	
11	Should come with Remote Control	





## Price Bid format

Security Operations Center (SOC) Price Bid						
S. No.	Description	Qty.	Per Quarter rental charges (Excl. taxes)	3-year rental charges (Excl. taxes)		
		A	B	C=12*B		
1	Establishing and Maintaining a Security Operations Center (SOC)	1				
Total (Excl. taxes)						

Total offered price in words (C):

Rs.....

S.No.	Applicable taxes	%age

Note :

1. The rate should be quoted in INR.
2. Evaluation of L1 will be decided on the basis of 3-year rental charges (Excl. Taxes) (C).
3. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

**Seal & Signature of the Company**


**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:SOC dated 13<sup>th</sup> September 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:** \_\_\_\_\_



**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:



## 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 setting up a cyber-security operation center, **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.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness**

1.

2.

**Witness**

1.

2.



### 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>	<ol style="list-style-type: none"> <li>1) Terms &amp; Conditions of Reverse Auction (Annexure – I)</li> <li>2) Business Rules for Reverse Auction (Annexure – II)</li> <li>3) Price Format (Annexure- .....)</li> <li>4) Process Compliance Form (Annexure - IV)</li> <li>5) Details of item (s) to be Reverse Auctioned (Annexure-V)</li> <li>6) Post RA Price confirmation by bidder (Annexure – VI)</li> <li>7) Bidders Detail (Annexure-VII)</li> </ol>
<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:

- 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
  - e. 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>
<b>ADDRESS:-</b>   <b>Auction website:</b>     <b>http://</b>	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

