

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन, नोएडा
CORPORATE DIGITAL TRANSFORMATION, Noida

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

Tender Enquiry

FOR

SMS (Short Messaging Service) Gateway Services

Ref. No. AA:CDT:SMS(2020) dated 21.07.2020

To be signed and stamped by the bidder

Ref. No.: AA:CDT:SMS(2020)

Date:21.07.2020

Dear Sir,

Sub: Enquiry for Short Messaging Service (SMS) Gateway Services Required at BHEL Corporate Office, New Delhi

Sealed bids are invited for the SMS Gateway Services for 2 years for BHEL Corporate Office, New Delhi, as per the terms & conditions and technical specifications given in the RFP enclosed.

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

The bidder is 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 respects in requisite format with necessary enclosures reaches us on or before the due date & time i.e., **06.08.2020 at 1600 hrs.**

Bids shall be addressed to:

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

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



SDGM (CDT)

To be signed and stamped by the bidder

1. Key Activities & Dates of the Tender Enquiry

S.No.	Key Activity	Date
1	Issuance of Tender Enquiry	21-07-2020
2	Last date of receiving queries from bidder	28-07-2020
3	Last date and time for submission of bid	06-08-2020: 1600hrs, at CDT, Noida
4	Bid opening	06-08-2020: 1630hrs, at CDT, Noida

2. General Instructions and Guidelines to Bidders

2.1. 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.

2.2. Bid Documents:

Bid shall be accepted by the official inviting the tender in TWO parts.

Bid shall consist of the following:



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

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

2.3. Bid Submission:

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

SDGM (CDT)

Bharat Heavy Electricals Limited,

CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,

Sector – 16A, Noida (UP) 201301

Telephone no. : (0120) 2416462

Email : ajay.bagati@bhel.in / pradeepkumar@bhel.in

- b) Bids can also be delivered in person to the official inviting Bids.
- c) Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1600 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

2.4. Bid Opening:

- a) Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend
- b) No correspondence shall be entertained from the bidder after the opening of Bid.
- c) Standard pre-printed conditions of the bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- d) 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.
- e) Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- f) Purchaser reserves the right to negotiate the tender, if required.



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2.5. Validity of Offer:

Offer shall be kept valid for **four months** from the due date of Tender, for Purchaser acceptance.

2.6. 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 the offer as per **Annexure-III**.

2.7. Earnest Money Deposit:

The bidder shall submit an EMD in the form of Banker's Cheque / Pay order/ Demand draft of **₹4,730/-** (Rupees Four Thousand Seven Hundred and Thirty Only) in favour of “Bharat Heavy Electricals Limited” 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/ order.

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

2.8. Security Deposit:

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

2.8.2 The service provider shall submit at the time of **Final Acceptance**, an amount equal to 5% of the total contract value as security deposit in favour of “Bharat Heavy Electricals Limited” payable at New Delhi or Noida. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.



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- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 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.
- 2.8.6 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)

- 2.8.7 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 2.8.8 The Security Deposit shall not carry any interest.
- 2.8.9 If the vendor does not submit Security Deposit on time, an amount equal to interest calculated, as per Prime Lending Rate of SBI plus 1 percent, will be charged from the vendor for the delayed period.



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3. Pre-Qualification Criteria

S. No.	Criteria	Supporting Documents / Evidence Required
a	The bidder should be registered Telemarketer/SMS Aggregator/Service Provider for sending Transactional Messages under TRAI guidelines or have the arrangement to deliver SMS through any TRAI registered telemarketers only.	Certificate of registration under TRAI guidelines for sending Transactional Messages.
b	The bidder should have positive net worth for the last 3 financial years ending March 31, 2019	Audited Balance Sheet and Profit & Loss Statements OR CA Certificate with year wise annual business turnover and Networth
c	Average Annual financial turnover during the last 3 years ending March 31, 2019 is at least Rs 71 lakhs. Proof to be provided for the same.	Audited Balance Sheet and Profit & Loss Statements OR CA Certificate with year wise annual business turnover and Networth
d	The bidder's prior experience of having successfully completed, similar work* in India, during last 7 years ending on last day of the month previous to the tender inviting date, should be either of the following: (Kindly enter value as per Policy) i) One contract of SMS Gateway service having minimum contract value of Rs. 1.89 lakhs OR ii) Two contracts of SMS Gateway services having minimum contract value of Rs. 1.18 lakhs OR	Work completion certificate from the Customer and Proof of Purchase Order along with full address, telephone number, email address of the customer including value of the Order for verification.



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	iii) Three contracts of SMS Gateway services having minimum contract value of 0.94lakhs *Similar Work includes SMS Gateway Service for Sending SMS	
e	The bidder should have tie-up/arrangements with minimum two telecom service providers/operators for within India services.	Copies of Agreements/Certification with the telecom service provider with which it has a tie-up. Undertaking to be provided by bidder to renew agreement up to the validity of BHEL's contract.
f	At the time of bid submission, the bidder should not be blacklisted by any Government Department/PSU/Public Sector Banks in India.	Undertaking to this effect to be submitted.
g	The bidder should have a 24x7 support/representative office in India to provide support immediately via Phone, Online Ticket System and Email.	Bidder has to submit Address and contact Details of service centers/Support Office.

4. Technical & Commercial Conditions

4.1 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the official inviting tender by 06.08.2020.

4.2 Rejection of Bid and Other Conditions

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



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- c) 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.
- d) The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
 - i. to reject the bid.
 - ii. to increase or decrease the quantities.
- e) If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/ security deposit/ Performance Bank Guarantee, if any.
- f) If the Prices/Rates of one or more of the enquired equipment have not been quoted, the offer is liable to be rejected.
- g) Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

4.3 Amendment of Bidding Documents:

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

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

4.4 Tender Evaluation:

- a) Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- b) All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
- c) The bids will be evaluated in a three-step process as follows:

Step-I

PQ Evaluation: In this step Pre-Qualification Criteria will be evaluated. The bidders have to fulfill each and every criterion of PQC for their bids to be considered for further processing in Step-II.



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Step-II

Techno-Commercial Evaluation: Here in this step, Tech-Commercial offers of only those bidders will be evaluated who have qualified in Step-I. The techno-commercial offers will be evaluated against technical/ functional specifications & requirements, General & Special Terms & Conditions, Scope of Work, etc., of the tender enquiry. Only those bids which qualify in this step shall be considered for further processing in Step-III.

Step-III

Price Bid Opening: Price Bids of only those bidders, who have qualified in Step-II will be considered for opening.

- d) Order will be placed on L1 bidder whose total cost to BHEL is the lowest.
- e) BHEL may adopt Reverse Auction process for arriving at the L1 bid. The Reverse Auction process and business rules for reverse auction is given in enclosed in ***Annexure for Reverse Auction***.

5. Scope of Work:

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

- 5.1. The term vendor shall apply to successful bidder.
- 5.2. BHEL business is dependent on several IT systems. Hence, to ensure a seamless communication strategy, to organize and automate several communication processes and to achieve continuous availability within the organization, BHEL intends to implement a fast and reliable SMS facility to cater to the pressing requirements of different business related communications, notifications, alerts, reminders, etc.
- 5.3. This facility will be used for sending important information by BHEL, via SMS Gateway Solution, under Transactional Message category as per TRAI (Telecom Regulatory Authority of India) guidelines. The information will be sent to registered mobile users of BHEL on both DND and non-DND numbers.
- 5.4. The present projected requirement for Transactional/Batch SMS in real time is 1 lakh SMS/month, which may change in future. The period of contract will be two years.

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



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6. Service Level Agreement & Penalty

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

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

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

P1: Penalty for SMS Gateway unavailability on quarterly basis

SMS Gateway Availability Per Quarter	Penalty Amount
$\geq 99\%$	No penalty would be deducted
$< 99\%$ and $\geq 95\%$	5% of quarterly billed amount payable
$< 95\%$	$[5+x]\%$ of quarterly billed amount payable. Where $x = [(95) - (\text{Percentage Availability})]$

P2: Penalty for Message Failure / Delay delivery

SMS Delivery Status	Penalty Amount
Successful SMS delivery within 2 minutes	No penalty would be deducted
Any SMS delivered after 2 minutes and within 5 minutes.	1.5 times of per SMS cost
Any SMS delivered after 5 minutes or not delivered due to any technical fault/failure on the part of vendor/telecom operator.	2 times of per SMS cost

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



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6.3. In any of the following cases:

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

BHEL may give a warning notice to the vendor to improve its services. If the vendor fails to improve its services and the above cases are repeated in the following quarter, then BHEL reserves the right to forfeit the security deposit and invoke the "Termination Clause of the Contract" (Clause 16) for contract foreclosure.

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

7. Payment Terms

- 7.1. Quarterly payment shall be made as per actual volume, on submission of bills in triplicate.
- 7.2. The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at BHEL.
- 7.3. No payment will be made for SMS alert failed/not delivered due to any fault/failure on the part of bidder/telecom operator.
- 7.4. Vendor has to ensure inter-operability between all existing and new service providers for delivery of SMS.
- 7.5. All payments will be made after deducting penalties as per Clause-6 ("Service Level Agreement & Penalty"), if any.
- 7.6. Rates shall remain firm for entire contract period of two years.
- 7.7. Goods & Services tax (GST) shall be paid by BHEL as per government rules.
- 7.8. Bill prepared by the contractor should be pre-numbered and must contain inter-alia GST registration number, PAN number and GST category (as per Good & service tax act).
- 7.9. TAX deduction at source: Tax shall be deducted at source from running bill as applicable income tax rule & other statutory requirements.
- 7.10. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
- 7.11. BHEL will claim Input Tax credit on GST.



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- 7.12. Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be an account of contractor.

8. Mode of Payment

Payment will be made by way of Electronic Fund Transfer.

9. Acceptance of LOI/Order

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

10. Delivery and Final Acceptance

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

11. Contract Period and Extension

- 11.1. The date of **Final Acceptance** will be taken as **start date of the contract**.
- 11.2. The contract period shall be for two years from the date of start of contract.
- 11.3. The quoted prices shall remain firm for the entire contract period.
- 11.4. After expiry of contract period, BHEL may extend the contract with the same Terms & Conditions and not exceeding the rates in this contract. This will be done after observing the performance of vendor and mutual consent.

12. Liquidated Damages (LD)

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



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taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

13. Patents & Trademarks

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

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

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

14. Subcontracting

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

15. Confidentiality

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

16. Claims

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

17. Jurisdiction

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



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18. Governing Law

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

19. Force Majeure

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

20. Limitation of Liability

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

21. Information Security Requirements

- 21.1. BHEL Corporate Office, New Delhi has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- 21.2. BHEL Information Security Policy is as follows:
- 21.3. "BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."
- 21.4. In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- 21.5. The vendor / personnel deputed by vendor shall comply with following requirements:
 - a) Personnel deputed by vendor shall follow the ISMS system requirements.
 - b) Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
 - c) Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL.
 - d) When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
 - e) If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by CDT.
 - f) He / she shall maintain and service only that equipment which comes under his /her scope of contract.
 - g) Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of lease agreement and as and when required.



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- h) Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
- i) Any information security incident and / or security breaches shall be immediately reported to BHEL.
- j) In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

22. 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.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.

23. Exemption:

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

24. Indemnity:

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

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

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

25. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to



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internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should keep confidential, the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof; and not disclose to any other party for any reason whatsoever. The obligations of confidentiality under this section shall survive the rejection of the contract.

26. Non-Disclosure Agreement:

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure II** in compliance to Information Security Management System.

27. Arbitration:

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties shall 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.

28. Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.



To be signed and stamped by the bidder

29. Risk Purchase

BHEL reserves the right to purchase/hire from elsewhere at the risk and cost of the vendor, either the whole or part of

- a) The Systems/Goods/Service, which the vendor has failed to deliver within the stipulated delivery period in the concerned Purchase/Work 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/Service.
- b) The warranty and support which the vendor has failed to provide in respect of the supplied system/goods/service suffering from not less than 1 month of downtime.

The vendor shall compensate BHEL for any loss or additional expense, which BHEL may sustain by reason of such purchase. BHEL may recover the amount from any money due to the vendor in respect of this contract or any other contract which the Contractor has with BHEL. 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/BHEL at the risk and cost of Seller/Contractor shall be worked out as follows:

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

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

30. Termination of the Contract

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

31. Merger & Acquisition:

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

32. List of Annexures:

Annexure-I: Price Bid Format.
Annexure-II: Non-Disclosure Agreement Format
Annexure-III: No-Deviation Certificate Format
Annexure-A: Reverse Auction Rules



To be signed and stamped by the bidder

Bharat Heavy Electricals Limited							
Corporate Digital Transformation, Noida							
Price Bid Format for SMS Gateway Services							
SN	Item Description	Applicable HSN/SAC Code	Applicable GST Rate (in %)	Quantity (No. of SMS / Month)	Quoted Price per SMS (INR) Excluding GST	Rate per Month (INR) Excluding GST	Total Price for SMS in 2 years (INR) excluding GST
				[a]	[b]	[c] = [a] x [b]	[d] = [c] x 24
1	SMS Gateway Services under Transactional Message category as per TRAI Guidelines. (Detailed Technical Specs as per NIT)			1,00,000			
	TOTAL Price for total SMSs for 2 years (INR) excluding GST in Words						
Note: 1. All values are to be quoted in Indian Rupees (INR). 2. Price quoted should be inclusive of all taxes except GST. Vendor should clearly mention all applicable taxes. 3. The comparative statement will be made by Total Cost to BHEL (column [d]) 4. GST shall be paid extra as per actuals. 5. No cutting/ Over Writing is allowed in the entered values. In case of contradiction between quoted rate in figure and words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid. 6. Mentioned quantity is only an estimate and BHEL does not guarantee this volume. 7. Copy of PAN Card with company seal and signature to be submitted. 8. Copy of GST Certificate with company seal and signature to be submitted.							



Annexure - II

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 **SMS (Short Messaging Service) Gateway Solution, 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

Ref. No. AA:CDT:SMS(2020) dated 21.07.2020

To be signed and stamped by the bidder

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

To be signed and stamped by the bidder



- 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 one (1) year 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

Signature: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.

FOR AND ON BEHALF OF

BHARAT HEAVY ELECTRICALS LTD.

Signature: _____

Name: _____

Designation: _____

Date: _____

Witness

1.

2.

To be signed and stamped by the bidder



Annexure - III

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CDT:SMS(2020)**, dated **21st July 2020**. 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/Mobile: _____

Email: _____

Stamp & Seal: _____

To be signed and stamped by the bidder



Business Rules for Reverse Auction

Annexure – A

This has reference to tender no AA:CDT:SMS(2020), dated: 21.07.2020. BHEL shall finalise the Rates for the SMS Gateway Services through Reverse Auction mode. BHEL has made arrangement with M/s e-Procurement Technologies Limited, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {AA:CDT:SMS(2020)} dated {21.07.2020}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price 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. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

- 2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}; ;{start time}; ;{Close Time: }.



Business Rules for Reverse Auction

Annexure – A

- 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. { **M/s e-Procurement Technologies Limited** } with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {total cost to BHEL for the item specified} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL.
- 5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

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) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.



Business Rules for Reverse Auction

Annexure – A

6. **Validity of bids:** Price shall be valid for 45 days from the date of reverse auction. These 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. Unique user IDs shall be used by bidders during bidding process. 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 separately intimated to respective bidders prior to RA. The excel sheet 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 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 {**e-Procurement Technologies Limited** }), 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 process if a bidder is not able to bid and requests for extension of time by FAX/ email/ 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.

In order to ward-off contingent situation of connectivity failure 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,



Business Rules for Reverse Auction

Annexure – A

the time for the auction cannot be extended and neither BHEL nor M/s. { e-Procurement Technologies Limited } is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's 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 {e-Procurement Technologies Limited }.



Business Rules for Reverse Auction

Annexure – A

14. M/s. { **e-Procurement Technologies Limited** }, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {e- **Procurement Technologies Limited** }, shall also explain the bidders, all the business 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 form as enclosed. 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 – A (e)) for price breakup, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. { **e-Procurement Technologies Limited** } 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).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {AA:CDT:SMS(2020)} dt. {21.07.2020}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's 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).
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.



Business Rules for Reverse Auction

Annexure – A

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 website of M/s. { **e-Procurement Technologies Limited**}, the terms & conditions given in this business document will supersede 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 communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.



Mandate to Service Provider

Ref:

Date :

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure – A.
- *Mandate to Service Provider – Annexure – A(a)*
- *Process Compliance Form – Annexure – A(b)*
- The list of bidders with their contact details is given in Annexure – A(c).
- Details of the item (s) to be Reverse Auctioned -- Annexure – A(d).
- *RA Price breakup & confirmation – Annexure — A(e)*
-
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. { e-Procurement Technologies Limited }) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {**e-Procurement Technologies Limited** }) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)



Mandate to Service Provider

Note:

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	- Name of BHEL Unit - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Auction to be conducted by	- Name of Service provider - Full postal address - Fax: - Phone: - Email: - Contact person name: - Phone: -
Date of Auction	- Date of Auction - Online reverse auction time: - Online auction website: -
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (<u>Annexure-A</u>) 2) Process Compliance Form (<u>Annexure-A(b)</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-A(c)</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-A(d)</u>)



Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} 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 guidelines (as available on www.bhel.com), 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 FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

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

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**



List of bidders and their address/ contact person details

Sl. No.	Address	Contact Person
1	- Name of bidder - Full postal address - Fax: - Phone: - Email:	- Contact person name: - Phone: - Email:
2		
3		
..		
..		

Note: If L1 as per the CST (Comparative statement) of the envelope sealed bid is the starting price, then that particular bidder shall also be marked as L1 bidder so that the system shall show him L1 automatically at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form.



Details of item (s) for Reverse Auction

1. {Details of items including quantity, specification, Enquiry no. & date

- 1.
- 2.
- ..
- ..
- ..
- }



RA price confirmation and breakup
(To be submitted by L1 bidder after completion of
DA

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

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

Dear Sir,

We confirm that we have quoted.

Rs.{___in value & in words___} for item(s) covered under tender enquiry
No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {___in nos. & in words___} days.

The price break-up is as given below.

Total

=====

- Rs. **in value & in words**

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

