**Tender No: 6300033070 Date: 23.06.2020**

# TENDER DOCUMENTS

# 

**REQUEST FOR QUOTATION**

**FOR**

**SUPPLY, INSTALLATION & COMMISSIONING OF FIREWALLS**

**WITH CENTRALIZED MANAGER AND**

**ANALYSER AT VARIOUS LOCATIONS OF**

**BEML LIMITED.**

**BID SUBMISSION DATE ON OR BEFORE 08.07.2020 BY 2 PM**

**BEML LIMITED,**

**Corporate Office,**

**BEML Soudha, 23/1, 4th Main, SR Nagar,**

**Bangalore - 560027**

**A. INTRODUCTION**

BEML Limited, a ‘Miniratna-Category-1’, is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence truck & equipment.

BEML LTD, incorporated in 1964, is a Mini-Ratna (Category-I) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products of core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence , Railway and Metro transportation system & Aerospace, BEML is a listed company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments – Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

**B. SCOPE OF WORK :**

BEML LTD invites tender from the firms as per following details:-

|  |  |
| --- | --- |
| Description | Supply installation, & commissioning of **FIREWALLS WITH CENTRALIZED MANAGER AND ANALYSER** at various locations of BEML as per the specification enclosed at **Annexure - A** |

* BEML is looking for an enterprise class SECURE SD-WAN solution for branch offices having onsite SECURE SD-WAN Controller. The solution should enable BEML to connect its offices via Hybrid WAN and manoeuvre traffic with End-to-End Security.
* Bidder should supply & install Firewall and Centralized Management & Analyzer system as mentioned in this document.
* The SECURE SD-WAN solution should support various network topologies i.e. Hub and Spoke, Mesh etc.
* The SECURE SD-WAN solution should be able to distribute the load on available paths and auto-failover to links having better performance.
* The SECURE SD-WAN solution should have inbuilt QoS mechanism which is having application level awareness, giving bandwidth priority to the most critical applications. This may include dynamic path selection, sending an application on a faster link, or even splitting an application between two paths to improve performance by delivering it faster.
* The data/voice/video traffic should be routable not only by policies but also by the performance of the link such as jitter, latency, packet loss etc. SECURE SD-WAN solution should improve Video conference performance between offices and it should take care of automatic traffic steering through better performance link.
* Proposed solution should be in the form of Hardware Appliance at DC/DR. For other locations, Hardware Appliance with Desktop/1U form factor with single power supply.
* Proposed SECURE SD-WAN solution should have on-premise management console/controller to manage all the edge devices.
* The SECURE SD-WAN devices should be capable of HA deployment i.e. Active/Passive and should be capable of auto failover in case active device fails.
* The SECURE SD-WAN device should be capable to use all the available links like MPLS or Internet link.
* The SECURE SD-WAN device should have the ability to bind multiple MPLS links and/or public internet links.
* In 27 ROs / DOs, the SECURE SD-WAN devices must handle / match the performance as mentioned on the RFP Specification.
* The SECURE SD-WAN should be able to load balance across links simultaneously or leverage the secondary link for spill-over if the bandwidth required for one session exceeds the available bandwidth on the best link. This lets high bandwidth applications have as much bandwidth as they need to perform optimally.
* The SECURE SD-WAN should have the ability to bind multiple MPLS links and an MPLS link with public internet link.
* The SECURE SD-WAN device should have capability to forward traffic via specific WAN paths depending on predefined application policies and performance needs.
* The SECURE SD-WAN should continuously assess performance of critical voice, video, or data applications at any given time.
* The SECURE SD-WAN solution should support encryptions for end-to-end communication. The solution should use standard encryption technology, such as AES256 or above to provide secure connectivity over any type of WAN link. Rekeying functionality should be available in the solution for encryptions.
* The SECURE SD-WAN solution should come with a web-based administration interface and GUI.
* The SECURE SD-WAN should be able to generate system events/logs for events that have taken place in the system such as a login, changes to configuration and system related errors or warnings.
* The SECURE SD-WAN should be able to integrate with SIEM Solution which is planned for procurement in future.
* Bidder should be able to integrate the Firewall Logs to SIEM Solution whenever it is available.

# PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in **three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid.** BEML 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 BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (<http://www.bemlindia.com/tender_hq.php>)

**Note: To participate in this e- tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.**

Bidders willing to participate in the tender may contact through e-mail: [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141.

This Tender consisting of

**Part A –** Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual

Mode / Online payment Mode)

**Part B –** Submission of Technical Bid (Through e-mode on BEML SRM system)

**Part C –** Submission of Price Bid (Through e-mode on BEML SRM system)

**PART A – PRE-QUALIFICATION BID**

**The EMD amount can be submitted in either way as detailed below:**

1. **Online Payment of EMD amount can be made as mentioned below**:
2. Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
3. Read the terms & conditions, tick the acceptance box and click on Proceed.
4. In ‘Select State’ dropdown, select All India and click on the Go button.
5. In ‘Select Payment Category’, select EMD/ Tender Fee.
6. Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs.36,000/-.

**Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.**

1. **Payment of EMD amount through DD / Banker’s Cheque**
2. EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 36,000/-** (Rupees Thirty Six Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

|  |  |  |
| --- | --- | --- |
| **Sno** | **Particulars** | **To be filled & submitted along with DD/Banker’s Cheque** |
| 1 | BANK NAME |  |
| 2 | BRANCH NAME |  |
| 3 | CITY |  |
| 4 | IFSC CODE |  |
| 5 | ACCOUNT NO |  |
| 6 | BENEFICIARY NAME |  |

1. **Bid Guarantee Form**: An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-B** having a validity period of bid validity + 60 days from the date of opening of Tender

General Manager (Corporate Materials)

**BEML LIMITED**., Room No.2

BEML SOUDHA, 23/1, 4th Main,

S.R. Nagar,

Bangalore – 560 027

KARNATAKA, India

**Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore**.

1. If Bidder is exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate / Bid Guarantee form shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.** **6300033070 dated 23.06.2020**, **Closing date 08.07.2020 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

**Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.**

**The General Manager,**

**Corporate Materials.**

**BEML LTD,**

**BEML SOUDHA,**

**23/1, 4th Main, S.R. Nagar,**

**Bangalore – 560 027**

**KARNATAKA, India**

Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The Bidders who have not submitted **”EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft** / **Banker’s Cheques will be rejected straightway.**

**Note**: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Bid Guarantee is to be dispatched well in advance so that it reaches above office before the time and date stipulated. Requests will NOT be entertained for late receipts.

Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.

Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid Class 3 Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority to submit your bid in our SRM e-Procurement system.

In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).

Fax/email quotations are not acceptable.

BEML reserves the right to accept or reject any bid.

Bidder must ensure that they furnish the correct information and documents. Bidders found having furnished false information are liable to be rejected as well also forfeiture of their EMD.

**General Instructions with regard to EMD:**

1. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
2. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
3. EMD lesser than Rs.36,000/ -will not be accepted and the quotation is liable to be rejected.
4. EMD of technical disqualified bidder’s will be returned.
5. EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
6. EMD does not carry any interest on return.
7. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
8. EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker’s Cheque / EMD exemption certificate /BID Guarantee Form to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
9. Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
10. No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

**Return of Earnest Money Deposit (EMD) :**

1. EMD of unsuccessful bidder will be returned after finalisation of contract. The deposit towards EMD shall not carry any interest.
2. The successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 10% of the Annual Contract value (without taxes) within 30 days after award of the contract / from the date of Letter of Intent / PO whichever is earlier, for a period of six months beyond the expiry date of the contract. After receipt of PBG, EMD will be returned.

**Forfeiture of Earnest Money Deposit (EMD)**

1. Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
2. If the successful bidder withdraws the offer after the tender is submitted/ acceptance of the tender.
3. if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever
4. If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.

**The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.**

**PART B – Submission of Technical Bid (Through e-mode on BEML SRM system)**

Please upload the following documents in the C- Folder in the system as part of Technical Bid.

**Ref. No. 1 to 10 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.**

**However details for remaining non mandatory clauses (Sl no.11 to 12) also to be uploaded. In case any document / clarification required for these non-mandatory clauses by Technical Evaluation Committee, the same shall be asked from the bidders.**

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

| **Ref. No.** | **Particulars** | **Details to be uploaded by Service Provider** |
| --- | --- | --- |
| **MANDATORY CLAUSES (1 TO 10)** | | |
| **1** | Brief Details about the Firm | Please upload filled-in format as per **Annexure - C** in collaboration folder |
| **2** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17 , 2017-18 & 2018-19) should be minimum **Rs. 5.40 Lakhs** | 2016-17 Rs.  2017-18 Rs.  2018-19 Rs.  Audited copies of Profit & Loss account balance sheet for last three financial years duly certified by the auditors shall be uploaded in the c- folder. |
| **3** | BOM and Detailed Specifications | As per **Annexure-A** to be signed and uploaded in the c- folder |
| **4** | Experience of having successfully completed similar works i.e. supply & installation, commissioning of firewalls during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:  a. Three similar completed works each costing not less than **Rs.7.20 Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 9.00 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 14.40 Lakhs** | Documentary proof i.e. **Purchase order / Work order** along with **Installation certificate** clearly indicating the value of the order, date of start and date of completion shall be uploaded in the collaboration folder. |
| **5** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Undertaking document as per the **Annexure – D** |
| **6** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | Undertaking document as per the **Annexure – E** to be uploaded |
| **7** | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – F** to be signed and uploaded in the collaboration folder. |
| **8** | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – G** |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |
| **10** | OEM’s Authorisation Letter (MAF) issued to the bidder to participate in this tender. | To be uploaded in the c- folder |
| **NON MANDATORY CLAUSE (10 & 11)** | | |
| **11** | OEM has to indicate the item wise technical life of all equipment / system as per the list of un-priced BoM under Indian tropical environmental condition and details to be submitted along with technical bid. The bidder will guarantee the same technical life for the equipment / system under Indian tropical condition. | To be uploaded in the c- folder |
| **12** | Bidder should indicate country of origin of all quoted items and submit the same as part of technical bid. | To be uploaded in the c- folder |

**Note**:

1. The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
2. BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
3. Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
4. Please ensure that no price details are mentioned in the technical bid (attachments to the c- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
5. Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate / Bid Guarantee.

**PART C – Submission of Price Bid (Through e-mode on BEML SRM system)**

**Price Bid:** Should contain price details and other relevant commercial issues.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Description** | **QTY** | **Unit** | **Basic in Rs.** | **GST@**  **18%** |
| 1 | Firewalls - 5 x GE RJ45 ports (including 4 x Internal Ports, 1 x WAN Ports) with 01 year warranty (24x7) | 27 | No |  |  |
| 2 | Unified Threat Protection (UTP), Application Control, IPS, AV, Web Filtering and Antispam, Sandbox Cloud with 01 year warranty (24x7) | 27 | No |  |  |
| 3 | Centralized management, log and analysis appliance - 2 x RJ45 GE, 2 x SFP, 8 TB storage, manages up to 30 devices/Virtual Domains with 01 year warranty (24x7) | 1 | No |  |  |
| 4 | Centralized log & analysis appliance - 2 x GE RJ45, 4TB storage, up to 100GB/Day of logs with 01 year warranty (24x7) | 1 | No |  |  |
| 5 | Installation and Commissioning | 1 | AU |  |  |

Bidder has to quote for all the items of Sl.No. 1 to 5 in Item data in BEML SRM system.

Incomplete/ invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

**L-1 will be arrived on lowest quote received on total package basis. i.e. Sum (Slno 1 to 5).**

Price bid of only technically accepted offers will be opened subsequently. Incomplete/ invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

1. **QUERY**

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of DGM on or before  **30.06.2020.**

**Contact Name & Address:**

The following officer can be contacted for any clarifications and / or bid submission:

**Deputy General Manager**

BEML Limited, BEML Soudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963190/ 267

E-mail id: [anithak@cto.beml.co.in](mailto:anithak@cto.beml.co.in) , copy to: [cm.pushpa@cpc.beml.co.in](mailto:cm.pushpa@cpc.beml.co.in)

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML website & CPP Portal.

1. **OTHER TERMS & CONDITIONS OF TENDER**

# Period of validity: The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid

# Award of Contract:

The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.

1. The price quoted should be FOR Destination & including packing & forwarding at various locations of BEML Limited. Details of locations will be shared to the successful bidder.
2. All the items should be delivered with Indian standard power cables.
3. Bidder / OEM need to submit escalation matrix for compliant logging and rectification.
4. Proposed solution should be in the form of Hardware Appliance at Data Centre. For other locations, Hardware Appliance with Desktop/1U form factor with single power supply.
5. If multiple bidders are participating against same OEM, technical BOM should remain same for all bidders.
6. **Payment terms:** 100% payment on 30th day for MSEs and for others on day 60th day from the date of completion of work i.e. supply , installation & commissioning and submission of invoice along with ‘Final Acceptance Certificate’ issued by BEML & duly certified by user department.

## Final Acceptance Certificate:

* 1. On successful completion of the work as per the ‘Scope of work’ specified in this tender document, the Bidder shall submit its application to BEML Limited for issue of ‘Final Acceptance Certificate’ for the work carried under this contract.
  2. The complete work shall be subject to inspection by the technical committee consisting of expert members. The performance of the system as a whole will be tested to comply with the acceptable standards and norms as per the ‘Scope of project’.
  3. On successful testing of the system the Bidders will be issued the ‘Final Acceptance Certificate’. In case any deficiencies are noticed during the inspection, the Bidder will be liable to make good the deficiency failing which the ‘Final Acceptance Certificate’ will not be issued.
  4. The Bidder will be entitled to submit its bill for payment only when ‘Final Acceptance Certificate’ is issued by BEML Limited.

## Performance Bank Guarantee

* 1. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank in India authorized by Reserve Bank of India for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - H**.
  2. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

## Delivery/Project Duration: Within 04-06 weeks

## Contract Period: One year from date of Completion of work i.e. supply, Installation & implementation.

1. **Support Services**: The complete solution shall be supported for a period of 12 months from the date of Go-Live.
2. **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.
3. **Ownership & Licenses**: Ownership of networking device and software customized/ configured/ procured for BEML under this Project would lie with the BEML. All licenses of software/ hardware would be in the name of BEML LIMITED with registered address at BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore - 560027.
4. The entire license should be valid for lifetime. However, the updation should be provided as per the warranty criteria. It is also to mention that all the licenses should exclusively be in the name of the user. In this regard a certificate from the OEM mentioning the end user and its validity period should be provided by the bidder.
5. **Interpretation**: Interpretation of the wording of this document shall be the responsibility of BEML and that interpretation shall be final. BEML shall not be liable for any costs incurred by any bidder in preparation, submission of documents in response to RFP and conducting /presenting demonstration of capabilities of such solution in response to this RFP.
6. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.
7. **Price Variation Clause**: The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
8. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.
9. **Security**

The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

1. **Documentation:** The service provider should provide complete documentation of the network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into an separate SLA agreement for both the project before the submission of Invoice for any payment.
2. **Turnkey approach :**The contract is one in which the network vendor delivers, installs, implements and passes an acceptance test, training and documentation
3. There can be only 1 set of bids from each Bidder
4. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.
5. **Transportation:** The Bidder shall transport/deliver goods to BEML's premises which will be shared to the successful bidder. BEML shall not pay separately for the transit insurance and it is the responsibility of the Bidder to ensure that goods arrive at the destination in good condition. Bidder is also required to clear the goods for exporter etc. The following clause will form part of the contract placed on successful bidder:
6. On receipt of consignment, the Packing cases should be opened, for checking visually and Transit Damages, if any, by BEML.
7. Transit Damages, if any, should be reported by BEML to the Bidder within 30 days from the date of receipt of consignment failing which no claims will be entertained by the Bidder.
8. In event of transit damages occurring; the BEML's report should include the following information:-
9. Date of receipt of stores
10. Date of inspection
11. Consignment / Carrier delivery note number
12. The Bidder shall undertake to repair / replace the damaged / deficient items within 4 weeks.
13. The contracted goods shall be insured by the Bidder in favor of the BEML as per BEML purchase procedure.
14. Unless applicable, no part shipment of goods would be permitted. Transshipment of goods would not be permitted. In case it becomes inevitable to do so, the Bidder shall not arrange part-shipments and/or transshipment without seeking prior written consent of the BEML. Bidder will be required to communicate the following information invariably in advance before the shipment point of bidder for any consignment under this contract:-
15. Name of the Carrier / Ship
16. Name of Loading station and Country
17. ETA at BEML's premises / port of Discharge
18. Number of Packages and weight
19. Nomenclature and details of major equipment
20. Special instructions, if any stores of sensitive nature requiring special attention
21. **Packing, Marking and Dispatch:** The Bidder shall ensure correct packing, marking and forward the goods to the destination indicated by BEML. The following Packing and Marking clause will form part of the contract placed on successful Bidder:
22. The Bidder shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Bidder shall ensure that the stores are packed in containers, which are made sufficiently strong.
23. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Bidder's country.
24. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton.
25. Purchase Order Number:
26. Part Number:
27. Nomenclature:
28. Contract annex number:
29. Annex serial number:
30. Quantity contracted:
31. Carton No:
32. One copy of the packing list in English shall be inserted in each cargo package.
33. **GENERAL TERMS & CONDITIONS**
34. **ARBITRATION:**

**For PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs**: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement

1. **JURISDICTION:**

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

1. **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price

1. **APPLICABLE LAWS AND JURISDICTION OF COURTS**:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

1. **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation***,*** Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. “The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier”.

1. **BRIBES AND GIFTS**

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

1. **DRAWINGS AND DOCUMENTS:**

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

1. **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:**

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contact & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser’s name in advertisements and other commercial publications without prior written permission from Purchaser.

1. **DURING ARBITRATION**

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings”.

1. **PROGRESS REPORT**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

1. **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:**

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

1. **NON-WAIVER OF DEFAULTS**

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

1. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:**

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

1. **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:**

**Commitment by Purchaser**:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

**Commitment by the Contractor:**

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

**Annexure – A**

**BOM and Detailed Specifications**

|  |  |  |
| --- | --- | --- |
| **Sl. No:** | **Specification** | **Compliance (Yes/No)** |
| **1** | **General** |  |
| 1.1 | Security solution must be appliance based without any user based licensing with Antivirus, Web Filtering, QOS, Application Control, IPS, Sandboxing & SSL + IPSEC VPN features inbuilt. |  |
| 1.2 | The proposed NGFW must protect from Known and unknown attacks using dynamic analysis and provide automated mitigation to stop attacks. |  |
| 1.3 | Security Solution should have inbuilt SD-WAN functionality for supporting load balancing / express route selection based on SLA |  |
| 1.4 | The OEM quoted in bid must be Gartner’s Leader in Network Firewall during last 03 years. |  |
| 1.5 | The proposed Firewall should belong to a family of products that attains Recommended NSS Certification for NGFW during last 03 years. |  |
| 1.6 | The OEM should have published all the performance mentioned on the corporate public website. |  |
| **2** | **Firewall Performance & Features requirements.** |  |
| 2.1 | Security appliance should have a minimum throughput of 3 Gbps firewall throughput. |  |
| 2.2 | Should support at least 300000 concurrent sessions & 25,000 connections/sec |  |
| 2.3 | The firewall should do stateful inspection & must also support asymmetric routing if required. |  |
| 2.4 | Should support Policy based routing, RIPv1 and v2, OSPF v2 and v3, ISIS, BGP4 |  |
| 2.5 | Multicasting must be supported in device |  |
| 2.6 | It should load balance & support automated Failover for 3 ISP's or more. |  |
| 2.7 | Security solution must support IP, MAC User based policies. |  |
| 2.8 | Security solution must integrate with Open LDAP, Radius, AD for user based policy. |  |
| 2.9 | Should support Active-Active & Active-standby when deployed in HA. |  |
| 2.10 | Should provide minimum Real world Threat Prevention Firewall throughput of 500 Mbps with Firewall, Application Control, anti Malware & IPS enabled measured with (Real World / Enterprise Mix / IMIX) |  |
| 2.11 | Solution should have WAN Path Controller and Link Health Monitoring for better |  |
| Application performance. Link Health monitor must identify latency, jitter and packet loss for each ISP. |
| 2.12 | Security solution must support Asset tagging to segregate secured, intellectual propitiatory and unsecured devices. Based on the Asset should be able to define intent based policy. |  |
| 2.13 | Security solution should have comprehensive security controls on SSH Man-in-the-Middle (MITM) deep inspections. Like IPS Inspection on tunnelled traffic and detect / prevent MITM attach etc.. |  |
| 2.14 | Security solution must have the following support for IPv6 : Management over IPv6, IPv6 routing protocols, IPv6 tunnelling, firewall and UTM for IPv6 traffic, NAT46, NAT64, IPv6 IPsec VPN |  |
| 2.15 | Security solution must support Active-passive, active-active and virtual clusters for high availability. |  |
| **3** | **Hardware Architecture** |  |
| 3.1 | Security solution must have 5 x 1GE RJ45 from day one. |  |
| 3.2 | Security solution must have dedicated console port RJ45 and 1 no's USB Port |  |
| 3.3 | Security solution must have the capability to virtualize one physical firewall into minimum of 5 virtual firewalls. |  |
| **4** | **VPN – Virtual Protocol Network** |  |
| 4.1 | Security solution must have minimum VPN throughput of 1 Gbps or more. |  |
| 4.2 | Security solution must support IPSec & 25 SSL VPN. With necessary licenses from day one. |  |
| 4.3 | Should support the following IPSEC VPN deployment modes : Gateway-to-gateway, hub-and-spoke, full mesh, redundant-tunnel, VPN termination in transparent mode, |  |
| 4.4 | Solution should have MAC host check per portal for SSL VPN |  |
| 4.5 | Security solution must support following OS (MAC OSX, Linux, Windows Vista and with 64-bit Windows operating systems) while connecting to office using SSL VPN. |  |

|  |  |  |
| --- | --- | --- |
| **5** | **Anti-Virus & Anti-BOT capabilities** |  |
| 5.1 | Security solution must have Gateway Antivirus features in it which must support scanning for protocols such as SMTP/SMTPs, POP3/POP3s, HTTP/HTTPs, IMAP/IMAPs, FTP/FTPs. |  |
| 5.2 | It should be capable to detect & prevent virus such as Trojan, malwares, malicious data etc. at gateway level. |  |
| 5.3 | Security solution must offer anti-bot capabilities from day one. Add required licensing cost if it is an additional module. |  |
| 5.4 | Security solution must analyze BOT applications from client machines & must block all connections to C&C center. |  |
| 5.5 | Security solution should Detect unknown attacks using dynamic analysis and provides automated mitigation to stop targeted attacks (Cloud based Sandboxing License must be included.) |  |
| 5.6 | Security solution should support be capable to remove exploitable content and replace it with content that is known to be safe. (CDR) |  |
| 5.7 | Security solution should have capability of virus outbreak Detection and prevention using checksums to filter files. |  |
| **6** | **Web-Content filtering** |  |
| 6.1 | Security solution should Consist 40 Million URL's under 75+ Categories based web-sites filtering over http/https protocols by default excluding Custom URL / Category. |  |
| 6.2 | Security solution must understand websites of different languages & rate them. |  |
| 6.3 | It must support option to override the URL/category on User/User-group basis. |  |
| 6.4 | Security solution should support External Web Filter dynamic black lists which could be hosted on an HTTP server |  |
| 6.5 | Security solution should be able to block or allow matched Specific YouTube channels using Channel ID |  |
| **7** | **Application-Control** |  |
| 7.1 | Should be able to identify & control all commonly used web 2.0 applications & should be able to detect minimum 2500 applications. |  |
| 7.2 | It must support applications such as Torrent, P2P, Botnets, Games, Social networks irrespective of their websites. |  |
| 7.3 | Security solution should support to create custom application signatures. |  |
| 7.4 | Security solution should have capability to protect critical applications by enforcing granular application usage with traffic shaping. |  |
| 7.5 | Security Solution must have capability to identify the YouTube Video Name browsed by the end user. |  |
| **8** | **IPS** |  |
| 8.1 | Security solution must have IPS throughput of 500 Mbps or more (measured with real world traffic mix) |  |
| 8.2 | It should support minimum 5000+ signature Data Base for IPS |  |
| 8.3 | Security solution must have provision to create custom signatures for IPS |  |
| 8.4 | Security solution must have the following minimum IPS controls for detection and prevention of drive-by exploits detection, Replacement message, fail-open, protocol decoders, signature rate count threshold and geography location filters. |  |
| 8.5 | IPS must have capability to define filters based on Severity, target, OS, application, and/or protocol |  |
| **9** | **Management and Reporting** |  |
| 9.1 | Security solution must be fully managed by centralized single pane of glass management with full options to configure Routing, Policies, address object & UTM profiles |  |
| 9.2 | Management and Reporting solution preferred be a dedicated appliance and must have capacity to manage all the firewalls which were requested. If appliance not available bidder should provide the hardware and necessary software licenses to deploy the management and reporting tool. |  |

|  |  |  |
| --- | --- | --- |
| 9.3 | Security solution must support Https, ssh, telnet, SNMP based management |  |
| 9.4 | Solution should include two factor authentication for firewall administrator. Two factor authentication should be provided for a minimum of 2 users from day one. |  |
| 9.5 | The solution should generate the reports for the firewall, gateway level AV, IPS web filtering and application blocking functionalities requested. |  |
| 9.6 | The solution shall have readymade templates to generate reports like complete reports or attack reports, bandwidth report, intranet report. |  |
| 9.7 | The UTM should support SNMP V2C and V3 for integration with existing NMS. |  |
| 9.8 | The solution should help to analyze/understand Attacks over various protocols like http, ftp, SMTP, POP3 and IMAP as well as to sources and destination for these attacks. |  |
| 10.9 | The solution should help to analyze/understand the security breaches hacker attacks and the sources and destination for these attacks. |  |
| 10.10 | Should have options to generate reports in terms of which are the frequent attacks as well as top sources and destination for attacks. |  |
| 10.11 | Should have options to generate reports in different formats like html, pdf etc. |  |
| 10.12 | The solution should have configurable options to send the reports as a mail to the designated email address or to ftp to the configured ftp location. |  |
| 10.13 | Should have configurable parameters to send alert emails based on event type or attack type or total number of attacks |  |
| 10.14 | Should have configurable parameters to set alert thresholds (e.g. If same event/attack occurs more than 5 times within an hrs. time). |  |
| 10.15 | The solution should have configurable options to schedule the report generation (e.g. hourly, daily, weekly etc.). |  |
| 10.16 | The solution should be running its own syslog server to collect the logs or equivalent which will be connected to SIEM for log analysis in future. |  |
| 10.17 | Should have minimum 1 TB usable internal storage for storing logs & reports. |  |

Bidder shall confirm that the goods to be supplied under this Contract shall conform to the technical specifications mentioned above. All goods to be supplied shall be new.

We hereby agree to supply as per the BOM and detailed specifications.

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - B**

**BID GUARANTEE FORMAT**

Ref:

To,

BEML LIMITED

BEML Soudha

No: 23/7, 4th Main, S.R. Nagar

Bangalore - 560027

Dear Sirs,

.................................................................................................................................................

In accordance with your ‘Tender Enquiry’ under your Tender No: …………...................date------------------------- M/s........................................................................................ herein after called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

1. 2.

3. 4.

5. 6.

7. 8.

9. 10.

Wish to participate in the said tender for ...............................................................................

………………………………………………………………………………………………

……………………………………………………………………………………................

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs……………………………......................................................................................(In words and figures) valid for ….. ………….. days from………………………………………….. is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the ‘Letter of Intent / Purchase Order’ by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, the …………………………………………..Bank at.................................................

having our Head office at ……………………………………………..............................(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs......................................................................................................................

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .............................................. (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.………………………….. ...................................................................................... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this …………………day of……………………………..at .........................................................

Witness (Signature)

WITNESS (Signature) ….

Name in (Block letters)

Designation ……………………………

(Staff No.) ……………………….

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

**Annexure - C**

**DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description** | **Details to be filled/uploaded** |
| 1 | Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id |  |
| 2 | Bank Details like Bank account numbers & IFSC code with Banker’s Name, Address & Contact No.: | Bank account numbers :-  IFSC Code:  Banker’s Name :-  Address :-  Contact Number :- |

I / we hereby certify that all the information given above is factual.

*Signature with date of Authorized signatory*

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

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

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure – D**

**Undertaking**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. 6300033070dated 23.06.2020 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - E**

**UNDERTAKING**

This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - F**

**Special Conditions arising out of implementation of GST**

**(Which is to be signed and submitted along with the offer)**

**GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ……. is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s…………………..

Signature

**Annexure - G**

**BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.**

| **Ref. No.** | **Particulars** | **Details to be uploaded by Service Provider** | **Compliance**  **(Yes / No)** |
| --- | --- | --- | --- |
| 1 | Brief Details about the Firm | Please upload filled-in format as per **Annexure - C** in collaboration folder |  |
| **2** | Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17 , 2017-18 & 2018-19) should be minimum **Rs. 5.40Lakhs** | 2016-17 Rs.  2017-18 Rs.  2018-19 Rs  Audited copies of Profit & Loss account balance sheet for last three financial years duly certified by the auditors shall be uploaded in the c- folder. |  |
| **3** | BOM and Detailed Specifications | As per **Annexure-A** to be signed and uploaded in the c- folder |  |
| **4** | Experience of having successfully completed works i.e. supply & installation, commissioning of firewalls during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:  a. Three similar completed works each costing not less than **Rs.7.20 Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 9.00 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 14.40 Lakhs** | Documentary proof i.e. **Purchase order / Work order** along with **Installation certificate** clearly indicating the value of the order, date of start and date of completion shall be uploaded in the collaboration folder. |  |
| **5** | An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender. | Undertaking document as per the **Annexure – D** |  |
| **6** | The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance. | Undertaking document as per the **Annexure – E** to be uploaded |  |
| **7** | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – F** to be signed and uploaded in the collaboration folder. |  |
| **8** | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – G** |  |
| **9** | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate |  |
| **10** | OEM’s Authorisation Letter (MAF) issued to the bidder to participate in this tender. | To be uploaded in the c- folder |  |
| **NON MANDATORY CLAUSE (10 & 11)** | | |  |
| **11** | OEM has to indicate the item wise technical life of all equipment / system as per the list of un-priced BoM under Indian tropical environmental condition and details to be submitted along with technical bid. The bidder will guarantee the same technical life for the equipment / system under Indian tropical condition. | To be uploaded in the c- folder |  |
| **12** | Bidder should indicate country of origin of all quoted items and submit the same as part of technical bid. | To be uploaded in the c- folder |  |

**Annexure - H**

**FORMAT OF PERFORMANCE BANK GUARNATEE**

Bank Guarantee No……………

Dated …………………………….

Amount ………………………….

Valid upto ……………………….

Claim upto ………………………

The General Manager (…)

BEML Limited

…………………

…………………

M/s ………………………….(Name of the Firm) having their office at …………..and its Registered office at …………………………………………….( hereinafter called the Service Provider) has entered into an agreement No:……………………………. (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs……. (Rupees…… only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at ………………… …………………………………… has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor’s failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto**xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs……… (Rupees……….. only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 18 months from **xx/xx/xxxx (date)to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs……… (Rupees…….. only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company’s right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :