BHARAT DYNAMICS LIMITED
(A Government of India Enterprise)

Tender Detail

General Detail

Tender Id :	65822	**Tender No :**	PR NO:1100004695 DT:04.03.2024
Department Name :	Corp-Commercial Group	**Mode of Tender Submission :**	Online
Scope of Work :	Implementation of Unified Internet Network		
Tender Details :	Implementation of Unified Internet Network		
Tender Type :	Limited	**Type of Contract:**	Turnkey Projects
Bidding Type :	Indigenous	**Consortium :**	NOT ALLOWED
Download Tender Documents :	After Login	**Purchaser Location :**	BDL, Corporate Office, Gachibowli, Hyd.
Bid Type :	Two	**Base Currency :**	INR

Key Dates

Document Download Start Date & Time :	03/06/2024 from 11:00:00	**Document Download End Date & Time :**	26/06/2024 up to 15:30:00
Last Date & Time of Online Bid Submission :	26/06/2024 up to 15:40:00	**Date & Time of Bid Opening :**	26/06/2024 from 15:45:00 onwards
Bid Validity Period (Days):	180	**Project Duration :**	Refer Tender
Documents to be submitted Physically :	As per tender document		

Tender Activity Configuration

Mode of Prebid-Meeting :	Not Required
Mode of Apo-Po :	Offline
Mode of Document Fees Payment :	Offline
Mode of EMD payment :	Offline
Mode of Security Fees Payment :	Offline

Payment Details

Document Fees :	Not Applicable
Document Fees & EMD Payable to & at :	0
EMD Amount :	Not Applicable
Estimated Cost :	Not Applicable

Details

Eligibility Criteria :	As per tender document
General Terms and condition :	Attached Documents. i) e- tender terms and conditions ii) RFP iii) Annexure - ii iv) Annexure - iii
Other Details :	For any clarification Contact, P.MURTHY RAJU, MANAGER(CC) 040-23456140, 9849086234 E-MAIL: bdlcorpcomm@bdl-india.in
Product/Service/Works Keywords :	Implementation of Unified Internet Network

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids.Bidders can procure the same from any or the CCA approved certifying agencies,or they may contact **e-Procurment Technologies Ltd.** at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation,they can contact,

Contact information :

"For any suggestions please contact"

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Bidders who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only.

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instructions are given by tendering authority.

As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant.For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "knowledge section".

BARAT DYNAMICS LIMITED
Corporate office
Hyderabad Telangana-500032
(Ministry of Defence)

RFP for Selection of Implementation Partner to Supply of Internet bandwidth, Installation, Commissioning & Maintenance of Networking Hardware with SD-WAN and other items on Turnkey Basis for the provision of Internet facility to all units of BDL from Data centre of BDL Kanchanbagh Hyderabad.

Tel: 040-23456140, 23456121/159/187

Web: www.bdlcorpcomm@bdl-india.in

From here onwards, Bharat Dynamics Ltd, who is releasing the tender notice, will be referred as ''BDL'' and the Implementation Partner (IP) /Supplier/contractor who will be bidding as per the tender notice will be referred as "bidder/IP"

EXISTING NETWORK ARCHITECTURE OF BDL.

➢ BDL has two networks i.e. Intranet & Internet networks with a strict air gap maintained between the two networks. Intranet systems of all units of BDL are connected centrally to Datacentre at Kanchanbagh unit using P2P leased lines.

➢ BDL is having total 6 location scattered geographically. Internet is distributed centrally within each location of BDL and is not centrally managed.

SCOPE OF WORK

➢ BDL intends to engage reputed bidder for establishing unified Internet Network connecting all its locations and supply, install, commission, test and maintain the components including Internet bandwidth, Firewall with SDWAN and load balancing capabilities, log server, all related network components along with required Licences and on-site support.

➢ The project is to be executed on turnkey basis with the nominated ISP being the nodal agency for implementation & integration of all the components. The whole project is to be executed within 90 days from the date of award of purchase order.

➢ The bidder should study the existing BDL internet infrastructure, hardware landscape at BDL Data Centre and Install, configure the hardware & software required for establishment of unified Internet Network (1:1) from BDL Datacentre (Hub) to all units of BDL (spoke) with the network connectivity through IP MPLS. The bandwidth distribution for MPLS leased lines with "Hub and Spoke" topology wherein BDL Datacentre Kanchanbagh as the Hub location and all other locations as spoke sites, is mentioned at **Annexure-I.**

➢ In the event of operational requirement, bandwidth of any location will be upgraded/downgraded from the initial contracted value to higher/lower value at negotiated rate.

➢ The bidder has to supply 1:1 dedicated 500Mbps internet leased line(ILL) connection to Hub location inclusive of DDOS protection up to 3Gbps to BDL premises with ISP's hardware equipment along with battery backup and IP whitelisting service along with 64 public IPs (32 WAN IPs and 32 WAN/LAN).

➢ The installation of the unified Internet network covers KBU, BU, VU, CO, two Delhi offices in the current scope. Provision for future expansion/scalability should be made to accommodate additional units into the scope of the network. The bidder shall handle/support the implementation of the expansion of the same. As and when new office is proposed to be annexed, Bidder will be intimated for extending the Unified Internet network to the new location at the contacted rate.

➢ The equipment supplied by the bidder should be of latest model with availability of spares for a minimum of 5 years from the date of successful commissioning of the hardware at Data centre. No obsolete, near-obsolete, End of Life declared items shall not be accepted under any circumstances.

➢ The bidder has to supply and install Firewalls at each location of BDL in HA (High-Availability) mode, which should support SDWAN (Software Define Wide Area Network) and Load balancing capability for all MPLS links of BDL units. The detailed technical

specifications of Firewalls needed at each unit of BDL should be filled in **Annexure-II** by bidder.

➢ The bidder is also required to provision configuration of Secondary ISP and both line should terminate in Firewall and should be configured in HA mode.

➢ In case of any major break down in the MPLS connectivity, backup arrangements should be provisioned to reduce the impact/downtime.

➢ In case of failure of the Unified internet setup MPLS cloud, the bidder should provision integration of local internet leased lines at each unit level to ensure uninterrupted internet connection.

➢ Equipment's including routers/Firewalls/Convertors/ Fiber /RF equipment's,Mux/ Racks etc that is required needed to provide the link will have to be provided by bidder only.

➢ The bidder should provide at least 20 VPN and configure the same to access data between proposed Unified Internet network and BDL Intranet LAN.

➢ The bidder has to supply and install Centralised Log Management solution for automating collection of system / security logs of firewalls of all units of BDL. The Log server should have minimum of 180 days on device storage provision and offline download provision.

➢ The bidder has to configure Centralised Dashboard at DC location with provision of management console of all components of unified network. Detailed requirements of Dashboard mentioned below.

   o The bidder shall provide dashboard covering firewall for viewing real-time events, alerts, status of actions taken etc.

   o Role based user creation shall be supported.

   o The dashboard should be an easy-to-use Web User Interface with search function, create reports with just a few clicks and send automated alerts over email and SMS.

   o The dashboard should provide end-to-end visibility of views across network, historical views, ability to view all device interfaces, interface utilization, IP flow, TCP Flow, errors etc.

   o The proposed dashboard should include software recommendation & subscription licenses status of the services running on the firewall.

   o The proposed dashboard shall store historical data to provide information of each resource (environment, configuration & operational) and graphing of parameters, which shall help to debug, over period of time.

   o The proposed dashboard shall provide pre-change analysis for configuration so that it can highlight any challenges/issues even before actually pushing configuration within the environment to reduce the risk of network failures and increase change agility.

➢ The bidder shall be responsible for providing post go-live support for three months from completion of the project and maintenance, end-user training, preparation of training materials and documentation including user manuals of the hardware installation and imparting necessary training to the BDL officials.

➢ Report generation & monitoring of service should be provided to BDL with provision to view and download parameter like UPTIME, DOWNTIME and BANDWIDTH UTILISATION on ISP service portal with user credentials based access.

➢ Bidder will provide Comprehensive Onsite L3 Support Service as a part of the total solution to ensure high UPTIME. The scope of this includes maintenance of last mile, RF, CPE, Routers, Firewall and Log server, troubleshooting & repair and assistance in compliance to audit observations regarding security, access control etc. The L3 resource should work with the Backend Specialist of the provision OEMs for resolving infrastructure related issues.

➢ In case of change in the resource (i.e the L3 engineer deployed at BDL) owing to attrition the bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper

knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

- The bidder shall maintain backup personnel i.e the L3 engineer deployed at BDL and shall promptly provide replacement of the engineer removed with an equally competent substitute with the prior approval of BDL. Any leave of absence of the engineer should have a prior intimation to BDL.
- After completion of the Project, bidder should submit a copy of total cabling documentation with detailed diagrams using standard symbols.

NOTE

BDL envisages that there should be cyber security measures and controls which should provide security, control and visibility to maintain an effective cybersecurity posture. BDL would also like to adopt security system which should deliver advanced threat protection, Link Load balancing, Log Analyser and unified policy creation which should make defending BDL internet network simpler and more effective. It should be "Security without Compromise".

IMPLEMENTATION METHODOLOGY

- Once the purchase order is awarded, the selected bidder referred to as the Implementation Partner (IP) should immediately mobilize and allocate resources for the smooth implementation and timely completion of the project.

1. The implementation should be headed by a Project Manager with experience and expertise in the Network Installation. This Project Manager will be single point of contact with whom BDL will be interacting in connection with the project. The Project plan and details to be submitted as part of project initiation. The project implementation should not impact the existing internet network and the IP has to co-ordinate with BDL, if any, to avoid any conflicts and issues for ensure smooth operations of the project.
2. The implementation team should assess the business processes in BDL and list down the activities and share the implementation plan with BDL.
3. The team should document the Processes with relevant work flows with details of network architecture and diagram etc.
4. The IP should ensure that the implementation is progressing as per the mutually agreed schedule and as per the requirements given by BDL.
5. The IP should submit the Profile/CV of all the team members and get it approved by BDL before starting the project.
6. IP should fill the profile of L3 engineer at Annexure-III without fail and L3 engineer will be posted to Datacentre Kanchanbagh for 3 years from the date of commissioning.
7. IP should immediately arrange a replacement or substitute for a resource if the resource is rejected by BDL or the resource discontinue the service due to any reason.
8. The IP should submit the escalation matrix showing the respective point of contacts in case any issue is not being resolved in time.
9. Periodic review meetings, including weekly meetings to be planned and conducted as per the mutual convenience of BDL and IP.
10. The IP should train BDL team and prepare user manuals/video tutorials and other materials specific to the Implementation of the project and share the same with BDL.

11. The IP shall be responsible for successful implementation & satisfactory functioning of all relevant components of the project. The Implementation Partner will provide post Network Implementation Support to BDL for a period of five years after the go-live and stabilization.

12. The working team of Implementation Partner(IP) has to follow the working days and working hours of BDL Kanchanbagh.

GENERAL TERMS & CONDITIONS

1. BDL reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work.

2. If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work

3. The IP / its employees or its representatives should maintain confidentially and protect from disclosure of all information, Data or PROPRIETARY INFORMATION of BDL furnished, exchanged, viewed on monitor or come across any information which is in tangible or visible form during maintenance / repair at BDL. Party will maintain confidentiality for these information / data at all times with the same degree of care that they exercise in protecting the confidentially of their own information / data and shall not use, copy or reduce to writing such information, disclose, pass on to any person, entity or third party for any purpose. Party will be responsible and liable for cost, claims and consequential damages / losses accrued to BDL as a result of disclosure of any such information and bear the same.

4. Because of the security requirement of the industry, IP should deploy persons of integrity and all personal data of the engineer engaged at BDL shall be shared to BDL. IP to ensure that the deployed resource should have the Police Verification Certificate and should submit the same along with Aadhar/PAN copies, as per BDL Security procedure within the stipulated time

5. IP shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if IP detects any obstructions affecting the work, the party shall take all measures to overcome them.

6. IP and their personnel/representative shall not alter / change / replace any hardware component proprietary to BDL and/or under warranty or AMC of third party without prior consent of BDL

7. IP and their personnel/representative shall not, without consent of BDL, install any hardware or software not purchased / owned by BDL. IP shall ensure that unauthorized, careless, inadvertent operation of installed equipment, which may result in accident to their staff and or damage to equipment, must not occur. IP shall also take all precautionary measures in order to ensure the safety of their service engineers working in BDL while executing the work.

8. BDL reserves the right to inspect by itself or through a Third party agency and monitor/assess the progress / performance/ maintenance of the BDL DC components at any time during the course of the Contract, after providing due notice to IP. BDL may demand any document, data, material or any other information that may require to enable it to assess the progress of the O&M services.

9. IP shall not remove, carry and/or transmit any material, information, layouts, diagrams, storage media (Digital Drives, CDs. DVDs, external Hard disks etc) or any other goods/material in physical or electronic form, which are proprietary to or owned by BDL DC premises without prior written permission from BDL and the bidder shall adhere to the Information Security policy of BDL.

10. The L3 engineer deployed at BDL should be ready to visit any unit of BDL to resolve issues at particular site during the period of implementation/ post go-live support. BDL is not responsible to provide transport to the L3 engineer posted for 5years at BDL Kanchanbagh Hyderabad..

11. IP should ensure the items supplied shall be free from all defects & faults in materials, workmanship & manufacture and shall be in full conformity with the specifications. If any defects or mal performance is noticed during the guarantee period, the IP shall take all necessary alternatives, repairs, replacements free of charge at our site. In case of defective equipment/ parts which need to be sent for repairs, to & fro freight & other charges have to be borne by the IP.

12. Jurisdiction / Arbitration Clause - All questions disputes or different arising under out of, or in connection with contracts shall be subject to exclusive jurisdiction of the courts at Hyderabad, India.

SERVICE LEVEL AGREEMENT (SLA)

➢ It is proposed to have a single point of contact with the service provider for implementation, coordination and lodging complaints related to service and failures (Hardware also included). Downtime will be calculated based on the time of logging of complaint with the contact person of the bidder and the time at which the link was made operational. BDL shall enter into a SLA for ensuring required service levels. During the contract period, the uptime must be minimum 99%

➢ The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service:

Sl. No.	Service	Uptime service	Latency (to Hub Location in BDL Kanchanbagh Hyderabad)
1	IP-MPLS for all location	99%	<= 40 ms

➢ The penalty for service levels below 99% for each link will be as follows.
   - Service levels between 97-99%: 10% of the quarterly charges.
   - Service levels between 95-97%: 20% of the quarterly charges.
   - Service levels below 95%: 30% of the quarterly charges

➢ 99% Uptime shall be calculated as ((Total Time – Down Time) X 100) / (Total Time). Deduction as per SLA will be made for downtime in the quarterly bills raised.

➢ The bidder shall provide Five years' comprehensive on-site warranty commencing from the date of commissioning at the respective delivered locations of the BDL as provided in the Purchase Order. Replacement under warranty clause shall be made by the bidder free of all charges at site including freight, insurance and other incidental charges .No storage device will be retuned as per security policy of BDL.

➢ The bidder has to replace the faulty hardware within 4hrs of the problem reported and provide working substitute for the faulty equipment by NBD (Next Business Day). If the equipment/module is not functioning as planned, the malfunction can be caused due to any reasons including hardware error or failure, mis-configured device settings, Incompatible OS

patch, wrong OS upgrade etc. Non-functioning of any module in the equipment should be replaced.

PAYMENT TERMS

➢ No advance payment will be made in any case.

➢ Payment of Bandwidth charges will be made at the end of each quarter based on satisfactory performance certificate issued by the engineer In-charge. as per the charges mentioned in Annexure I (A)

➢ Bills shall be paid by BDL after calculating the SLA parameters on quarterly basis and deducting the penalty, if any.

➢ Payment to L3 Engineer posted to BDL Data center will be made monthly based on satisfactory performance certificate and attendance issued by the engineer In-charge.

➢ As mutually agreed, no mobilization advance will be paid to bidder and in lieu performance bank guarantee need not be submitted to BDL.

➢ If bidder receives any excess payments by mistake or if any amounts are due for BDL by any other reason, when it is not possible to recover such amount under the contract resulting out of this specification, BDL reserve the right to recover the same from any other amounts (payments due) of bidder.

Bandwidth Prices (A)

S.No	Circuit Details	Bandwidth Required	Tariff per Annum (Rs) Incl of GST
1	Bharat Dynamics Limited Kanchanbagh Hyderabad (Dist),Telangana (state)-500058. **(Hub)**	500 Mbps ILL	
2	Bharat Dynamics Limited Kanchanbagh Hyderabad (Dist),Telangana (state)-500058.	350 Mbps MPLS VPN	
3	Bharat Dynamics Limited, Corporate office, Plot No.38-39,TSFC Building (New ICICI Towers), Financial District, Gachibowli, Hyderabad ,Telangana (State)-500032 **(Spoke)**	100 Mbps MPLS VPN	
4	Bharat Dynamics Limited, Bhanur, Patancheru Mandal, Medak Dist,Telangana (State)-502305 **(Spoke)**	100 Mbps MPLS VPN	
5	Bharat Dynamics Limited, G-Block, APIIC-IALA, VSEZ Post, Visakhapatnam,Andhra Pradesh (State)-530049 **(Spoke)**	100 Mbps MPLS VPN	
6	Bharat Dynamics Limited, Liasion Office, Room No.84,Black No:'L', Ministray of Defence,New Delhi-110001 **(Spoke)**	25 Mbps MPLS VPN	
7	Bharat Dynamics Limited, Marketing office, 701,NBCC Plaza Okhila Phase-I New Delhi-110001 **(Spoke)**	25 Mbps MPLS VPN	
8	One Time Charges	OTC	

Hardware & Installation Price (B)

S.No	Description	Amount (RS) Incl of GST
1	Price of Hardware/License (Firewalls, Switches, Log server) with installation & 5years Comprehensive Warranty & Service	
2	42U server Rack with all PDUs	
3	Onsite and Maintenance charges with one resident L3 support engineer for 3 (**Three**) years	

Technical Specification of Firewall

*MAKE: (Specify Make)			
*MODEL: (Specify Model)			
QUANTITY: 2nos at Data Centre			
Next Generation Firewall for DC location			
S.No.	**Technical Specification**	**Compliance (Yes/No)**	**Remarks**
1	**Hardware Specification**		
1.1	The proposed firewall should not consume more than 1RU Rack-mountable space.		
1.2	The appliance should have multicore processor based architecture.		
1.3	The appliance should have minimum 12 x 10/100/1000 Base T Ethernet Port and 8 x 1G SFP ports		
1.4	The appliance should have minimum 6 slots of 10 Gbps SFP+ populated with transceivers.		
1.5	The appliance should have hot swappable Dual Internal Power Supply from day one.		
1.6	The appliance should have minimum 1 x USB port, 1x RJ45 Management port and one RJ45 Console Port		
1.7	The appliance should support virtual systems /virtual domains. Should have license for atleast 10 nos from day one		
2	General Firewall Features		
2.1	The Firewall should support BGP,OSPF, RIP v1/v2 routing protocol and IPv4 & IPv6 functionality (Both phase 1 and Phase2).		
2.2	Solution should support Dead Peer Detection,		

	DHCP Over VPN, IPSec NAT Traversal, Route-based VPN over OSPF, RIP, BGP.		
2.3	The Firewall solution should support policy based routing, Application based routing and also Multi Path routing.		
2.4	Should provide NAT functionality, including PAT. Should support NAT 66, NAT 64, Static NAT IPv4 to IPv6 and vice versa and IPv6-IPv4 tunnelling or dual stack.		
2.5	The proposed system should be SD WAN Enable without adding any additional hardware components & Necessary licenses, if required, need to be provisioned from day 1.		
2.6	Should support link performance check based on packet loss, latency & jitter		
2.7	Should support configuring multiple SLA strategies		
2.8	Should support application specific rules based on SLA strategy		
2.9	Should support wan remediation feature such as Forward error correction and data duplication over the VPN links to make sure of data transmission reliability and performance availability		
2.10	Proposed solution should have traffic shaping and QOS feature to define bandwidth for users and applications.		
3	Performance & Scalability		

3.1	The appliance should have minimum Firewall Throughput of 40 Gbps or better		
3.2	The appliance should able to handle minimum 300K new session per second or better		
3.3	The appliance should able to handle minimum 20 Gbps Application inspection Throughput or better		
3.4	The appliance should have minimum IPS Throughput of 12 Gbps or better		
3.5	The appliance should have minimum Firewall Threat prevention Throughput of 9 Gbps or better		
3.6	The appliance should have minimum VPN Throughput of 20 Gbps or better		
3.7	The appliance should have minimum 2000 Number of Ipsec VPN Peers supported (Site to Site)		
3.8	The appliance should have minimum 4000 Number of Ipsec VPN Peers supported (Client to Site)		
3.9	The appliance should have minimum 1000 Number of SSL VPN Peers supported (Client to Site)		
3.10	The appliance should have minimum 7M Concurrent Session/Concurrent Connection		
3.11	The appliance should have minimum 8 Gbps TLS/SSL inspection throughput with IPS enabled		

3.12	The appliance Should support 70+ Web categories		
3.13	The appliance Should support 3000+ application Signature		
3.14	The appliance Should support 10000+ IPS Signature		
3.15	The appliance should have minimum 600K Deep Packet (SSL) Inspection Connection.		
3.16	Solution should support Hardware redundancy from day 1.		
3.17	High availability should support session synchronization		
3.18	Firewall should support high availability with Active-Active and cluster option		
4	Firewall Security Features		
4.1	The Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files by GAV		
4.2	The firewall should have a built-in Signature and Anomaly based IPS engine on the same unit		
4.3	The firewall should facilitate embedded Web Content and URL Filtering feature		
4.4	The Firewall should support deep packet SSL inspection to decrypt HTTPS traffic for scanning (IPS, Gateway Antivirus, Content Filtering, Application control) and then re-encrypt and send to destination if no threat found.		
4.5	The firewall must integrate with appliance based Sandbox technology at central		

	location and OEM must have own Advanced Threat Protection solutions.		
4.6	The appliance based sandbox should have technology that detects and blocks malware that does not exhibit any malicious behavior and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.		
4.7	The Firewall should have the capability to block/prevent from memory based attack as well as zeroday malware and Never-before-seen malware attack based on the results from sandbox		
4.8	Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.		
4.9	Firewall should have ability to prevent potentially malicious files from entering the network by submitting files to the sandbox for analysis.		
4.10	The integrated sandboxing must have capability to scans files using AI and dynamic engines.		
4.11	The Firewall should detect and prevent hidden attacks that leverage cryptography,		

	blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration		
4.12	The Firewall should have Real Time monitoring feature based on users, applications and threats.		
4.13	The proposed system should be integrated with on-prem-based management & reporting system to manage Firewall. Both solutions should be from the same OEM.		
5	Management & Reporting		
5.1	Centralized Reporting and Management feature can be either part of the same solution or separate solution from same OEM.		
5.2	Solution should support exporting of reports in PDF, CSV and HTML formats.		
5.3	Solution should supports reports on User, Applications, Viruses, Botnet, Intrusions, Web activity, Spyware etc.		
6	License And Warranty		
6.1	Warranty - 5 years comprehensive onsite warranty including 24x7 telephone, email and web-based technical support.		
6.2	OEM should have TAC centre in INDIA.		
6.3	Manufacturer's warranty should be mentioned minimum 05 (Five) years warranty including all services like GAV, IPS, Antispyware or		

	antimalware, CFS, Application control, BoT protection , Advance Threat Protection, Patch & Firmware upgrade and Hardware.		
6.4	Bidder must carry out on site installation, testing and commissioning.		
7	Sandboxing /Advance Threat Protection.		
7.1	The firewall must support integration with on prem Hardware appliance based Sandbox technology and OEM must have own Advanced Threat Protection solutions. Files must not be sent outside the network for analysis.		
7.2	The hardware appliance based sandbox should have technology that detects and blocks malware that does not exhibit any malicious behaviour and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.		
7.3	Sandbox should have Al powered analysis engine and should perform virtual execution to detect zero day and unknown threats.		
7.4	The proposed solution should utilize a state-full attack analysis to detect the entire infection lifecycle and trace the stage-by-stage analysis of an advanced attack, from system exploitation to outbound malware communication protocols leading to data exfiltration.		

7.5	Sandbox should have the real world file mix throughput minimum 5000 files / hour and dynamic file analysis throughput of 500 files/hour.		
7.6	Sandobox or ATP should support files of size of minimum 200 MB or more.		
7.7	On prem Sandbox appliance should support closed network support, role based administration, Active/Passive high availability, syslog and local logging support		
7.8	Sandbox should supports analysis for a broad range of file types, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, and multi-browser environments.		

*MAKE: (Specify Make)			
*MODEL: (Specify Model)			
QUANTITY: 6nos(Corporate,BU,VU)			
Next Generation Firewall			
S.No.	Technical Specification	Compliance (Yes/No)	Remarks
1	Hardware Specification		
1.1	The proposed firewall should not consume more than 1RU Rack-mountable space.		
1.2	The appliance should have minimum 16 x 10/100/1000 Base T Ethernet Port and 6 nos of 1G SFP ports		
1.3	The appliance should have minimum 2 slots of 10 Gbps SFP+ populated with transceivers		
1.4	The appliance should have provision for Dual Redundant Internal Power Supply from day one .		
1.5	The appliance should have minimum 1 x USB port, 1 x RJ45 Management and one Console Port		
1.6	The appliance should support virtual systems/virtual domains. Should have license for 5 nos from day one		
2	General Firewall Features		
2.1	The Firewall should support BGP,OSPF, RIP v1/v2 routing protocol and IPv4 & IPv6		

	functionality (Both phase 1 and Phase2).		
2.2	Solution should support Dead Peer Detection, DHCP Over VPN, IPSec NAT Traversal, Route-based VPN over OSPF, RIP, BGP.		
2.3	The Firewall solution should support policy based routing,Application based routing and also Multi Path routing.		
2.4	Should provide NAT functionality, including PAT. Should support NAT 66, NAT 64, Static NAT IPv4 to IPv6 and vice versa and IPv6-IPv4 tunneling or dual stack.		
2.5	The proposed system should be SD WAN Enable without adding any additonal hardware components & Necessary licenses, if required, need to be provisioned from day 1.		
2.6	Should support link performance check based on packet loss, latency & jitter		
2.7	Should support configuring multipls SLA starategies		
2.8	Should support application specific rules based on SLA strategy		

2.9	Should support wan remidiation feature such as Forward error correction and data duplication over the VPN links to make sure of data transmission reliability and performance availability		
2.10	Proposed solution should have traffic shaping and QOS feature to define bandwidth for users and applications.		
3	Performance & Scalability		
3.1	The appliance should have minimum Firewall Throughput of 10 Gbps or better		
3.2	The appliance should able to handle minimum 50K new session per second or better		
3.3	The appliance should able to handle minimum 2 Gbps Application inspection Throughput or better		
3.4	The appliance should have minimum IPS Throughput of 2.5 Gbps or better		
3.5	The appliance should have minimum Firewall Threat prevention Throughput of 1 Gbps or better		
3.6	The appliance should have minimum VPN		

	Throughput of 5 Gbps or better		
3.7	The appliance should have minimum 1000 Number of Ipsec VPN Peers supported (Site to Site)		
3.8	The appliance should have minimum 2000 Number of Ipsec VPN Peers supported (Client to Site)		
3.9	The appliance should have minimum 500 Number of SSL VPN Peers supported (Client to Site)		
3.10	The appliance should have minimum 1.5M Concurrent Session/Concurrent Connection		
3.11	The appliance should have minimum 1.5 Gbps TLS/SSL inspection throughput with IPS enabled		
3.12	The appliance Should support 70+ Web categories		
3.13	The appliance Should support 3000+ application Signature		
3.14	The appliance Should support 10000+ IPS Signature		
3.15	The appliance should have minimum 100K Deep Packet Connection.		

3.16	Solution should support Hardware redundancy from day 1.		
3.17	High availiability should support session synchronization		
3.18	Firewall should support high availability with Active-Active and cluster option		
4	Firewall Security Features		
4.1	The Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files by GAV		
4.2	The firewall should have a built-in Signature and Anomaly based IPS engine on the same unit		
4.3	The firewall should facilitate embedded Web Content and URL Filtering feature		
4.4	The Firewall should support deep packet SSL inspection to decrypt HTTPS traffic for scanning(IPS, Gateway Antivirus, Content Filtering, Application control) and then re-encrypt and send to destination if no threat found.		
4.5	The firewall must integrate with appliance based Sandbox technology at		

	central location and OEM must have own Advanced Threat Protection solutions.		
4.6	The appliance based sandbox should have technology that detects and blocks malware that does not exhibit any malicious behavior and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.		
4.7	The Firewall should have the capability to block/prevent from memory based attack as well as zeroday malware and Never-before-seen malware attack based on the results from sandbox		
4.8	Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.		

4.9	Firewall should have ability to prevent potentially malicious files from entering the network by submitting files to the central sandbox for analysis.		
4.10	The integarted sandboxing must have capability to scans files using AI and dynamic engines.		
4.11	The Firewall should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration		
4.12	The Firewall sholud have Real Time monitoring feature based on users, applications and threats.		
4.13	The proposed system should be integrated with on-prem-based management & reporting system to manage Firewall. Both solutions should be from the same OEM.		
5	Management & Reporting		
5.1	Firewall should integrate with the central management and		

	reporting solution at the DC		
6	License And Warranty		
6.1	Warranty - 5 years comprehensive onsite warranty including 24x7 telephone, email and web-based technical support.		
6.2	OEM should have TAC center in INDIA.		
6.3	Manufacturer's warranty should be mentioned minimum 05 (Five) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection , Advance Threat Protection,Patch & Firmware upgrade and Hardware.		
6.4	Bidder must carry out on site installation, testing and commissioning.		

*MAKE: (Specify Make)			
*MODEL: (Specify Model)			
QUANTITY: 2nos at Delhi			
Next Generation Firewall			
S.No.	Technical Specification	Compliance (Yes/No)	Remarks
1	Hardware Specification		
1.1	The proposed firewall should not consume more than 1RU Rack-mountable space.		
1.2	The appliance should have minimum 8 x 10/100/1000 Base T Ethernet Port and 2 nos of 1G SFP ports		
1.3	The appliance should have minimum 1 x USB port and one Console Port		
1.4	The appliance should support virtual systems/virtual domains. Should have license for 2 nos from day one		
2	General Firewall Features		
2.1	The Firewall should support BGP,OSPF, RIP v1/v2 routing protocol and IPv4 & IPv6 functionality (Both phase 1 and Phase2).		
2.2	Solution should support Dead Peer Detection, DHCP Over VPN, IPSec NAT Traversal, Route-based VPN over OSPF, RIP, BGP.		
2.3	The Firewall solution should		

	support policy based routing, Application based routing and also Multi Path routing.		
2.4	Should provide NAT functionality, including PAT. Should support NAT 66, NAT 64, Static NAT IPv4 to IPv6 and vice versa and IPv6-IPv4 tunneling or dual stack.		
2.5	The proposed system should be SD WAN Enable without adding any additonal hardware components & Necessary licenses, if required, need to be provisioned from day 1.		
2.6	Should support link performance check based on packet loss, latency & jitter		
2.7	Should support configuring multipls SLA starategies		
2.8	Should support application specific rules based on SLA strategy		
2.9	Should support wan remidiation feature such as Forward error correction and data duplication over the VPN links to make sure of data transmission reliability and performance availability		
2.10	Proposed solution should have traffic shaping and QOS		

	feature to define bandwidth for users and applications.		
3	Performance & Scalability		
3.1	The appliance should have minimum Firewall Throughput of 6 Gbps or better		
3.2	The appliance should able to handle minimum 30K new session per second or better		
3.3	The appliance should able to handle minimum 1.5 Gbps Application inspection Throughput or better		
3.4	The appliance should have minimum IPS Throughput of 1.2 Gbps or better		
3.5	The appliance should have minimum Firewall Threat prevention Throughput of 800 Mbps or better		
3.6	The appliance should have minimum VPN Throughput of 2 Gbps or better		
3.7	The appliance should have minimum 200 Number of Ipsec VPN Peers supported (Site to Site)		
3.8	The appliance should have minimum 500 Number of Ipsec VPN Peers		

	supported (Client to Site)		
3.9	The appliance should have minimum 100 Number of SSL VPN Peers supported (Client to Site)		
3.10	The appliance should have minimum 1000000 Concurrent Session/Concurrent Connection		
3.11	The appliance should have minimum 600 Mbps TLS/SSL inspection throughput with IPS enabled		
3.12	The appliance Should support 70+ Web categories		
3.13	The appliance Should support 3000+ application Signature		
3.14	The appliance Should support 7000+ IPS Signature		
3.15	The appliance should have minimum 50000 Deep Packet Connections.		
3.16	Solution should support Hardware redundancy from day 1.		
3.17	High availiability should support session synchronization		
3.18	Firewall should support high availability with Active-Active and cluster option		

4	Firewall Security Features		
4.1	The Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files by GAV		
4.2	The firewall should have a built-in Signature and Anomaly based IPS engine on the same unit		
4.3	The firewall should facilitate embedded Web Content and URL Filtering feature		
4.4	The Firewall should support deep packet SSL inspection to decrypt HTTPS traffic for scanning(IPS, Gateway Antivirus, Content Filtering, Application control) and then re-encrypt and send to destination if no threat found.		
4.5	The firewall must integrate with appliance based Sandbox technology at central location and OEM must have own Advanced Threat Protection solutions.		
4.6	The appliance based sandbox should have technology that detects and blocks malware that does not exhibit any		

	malicious behavior and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.		
4.7	The Firewall should have the capability to block/prevent from memory based attack as well as zeroday malware and Never-before-seen malware attack based on the results from sandbox		
4.8	Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.		
4.9	Firewall should have ability to prevent potentially malicious files from entering the network by submitting files to the central sandbox for analysis.		
4.10	The integarted sandboxing must have capability to scans files using		

	AI and dynamic engines.		
4.11	The Firewall should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration		
4.12	The Firewall should have Real Time monitoring feature based on users, applications and threats.		
4.13	The proposed system should be integrated with on-prem-based management & reporting system to manage Firewall. Both solutions should be from the same OEM.		
5	Management & Reporting		
5.1	Firewall should integrate with the central management and reporting solution at the DC		
6	License And Warranty		
6.1	Warranty - 5 years comprehensive onsite warranty including 24x7 telephone, email and web-based technical support.		

6.2	OEM should have TAC center in INDIA.		
6.3	Manufacturer's warranty should be mentioned minimum 05 (Five) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection , Advance Threat Protection, Patch & Firmware upgrade and Hardware.		
6.4	Bidder must carry out on site installation, testing and commissioning.		

Hardware Specification of Log Server

*MAKE:	(Specify Make)
*MODEL:	(Specify Model)
QUANTITY	1no (KBU)
Parameter	Recommended
Processor	Xeon or Equivalent multi core CPU
Cores	96
RAM	256 GB
Hard Disk Free Space for Installation	2 TB
Hard Disk (Usable)	10 TB (Preferably SSD for Data partition)
Active Wired Network Connectivity (preferably optical) – Min 1 Gigabit Either a DVD Drive (Internal/ External) or USB port for Installer Media Compatible with debian linux installation and supports virtualization	

Note:

The logging and analysis should be a hardware appliance or virtual appliance or on a dedicated Server platform. Bidder has to take care all the required hardware, storage and software licenses to maintain the logs for the period of 180 days.

Technical Specification of L2 Switch

		Compliance (Yes/No)
	*MAKE: (Specify Make)	
	*MODEL: (Specify Model)	
	QUANTITY:6nos (KBU,Corp,BU,VU,Delhi)	

Sr. No	Technical Specifications	Compliance (Yes/No)
1	The switch should be 1U 19" Rack Mountable, mounting kit should be included	
2	The switch shall have 24 Port Gigabit Switch and 4 x 1/10G SFP+ Uplinks	
3	The switch should have RJ-45 serial or USB-C console port and USB Interface	
4	Switch should have integrated trusted platform module (TPM) or equivalent for platform integrity to ensure the boot process is from trusted source	
5	The switch should be based on programmable ASICs purpose-built to allow for a tighter integration of switch hardware and software to optimize performance and capacity	
6	The switch should have multi-core CPU/processor	
7	The switch should have minimum 4GB DRAM, 16GB eMMC/Flash Memory and minimum 1 MB Packet buffer memory	
8	The proposed switch should have minimum 128 Gbps switching capacity	
9	The switch ports should support Jumbo frames with maximum frame size of 9000 bytes	
10	The switch should have minimum 8,000 MAC Address Table size	
11	The switch should support minimum 512 IPv4/v6 routes	
12	The switch should support minimum 256 IPv4 ACLs and 128 IPv6 ACLs	
13	The switch should have a 1 Gbps average latency of less than 2µ Sec (LIFO-64-bytes packets)	
14	The switch should have modular operating system with micro-services or equivalent architecture providing superior fault tolerance and high availability	
15	The switch operating system should be database-driven where software processes communicate with the database rather than each other, ensuring near real-time state and resiliency	
16	The switch operating system should provide easy access to all network configuration state information	
17	The switch OS should support programmability through REST APIs or equivalent	
18	The switch should support Uni-directional Link Detection (UDLD) to monitor link connectivity	
19	The switch should support IEEE 802.1Q VLANs (512 VLANs) and MVRP for automatic learning and dynamic assignment of VLANs	
20	The switch should support source-port filtering or equivalent allowing only specified ports to communicate with each other	
21	The switch should provide storm protection to limit unknown broadcast, multicast, or unicast storms with user-defined thresholds	
22	The switch should support concurrent IEEE 802.1X, Web, and MAC authentication schemes per switch port, up to 24 sessions of IEEE 802.1X, Web, and MAC authentications	
23	The switch should support RADIUS authentication and accounting	

24	The switch should support Control Plane Policing, CPU protection, STP BPDU port protection, STP root guard, DHCP (snooping) protection, dynamic ARP protection and port security	
25	The switch should support selectable queue configurations that allow for increased performance by defining a number of queues and associated memory buffering	
26	The switch should support IPv4 and IPv6 Static Routing	
27	The switch should support dual IP stack maintaining separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design	
28	The switch should support minimum 16 switched virtual interfaces (dual stack)	
29	The switch should support RFC 1591 DNS (client) and RFC 3596 DNS Extension for IPv6	
30	The switch should support RFC 2131 DHCP and RFC 3315 DHCPv6 (client)	
31	The switch should support RFC 3513 IPv6 Addressing Architecture and RFC 4862 IPv6 Stateless Address Auto-configuration	
32	The switch should support sFlow or equivalent for traffic analysis	
33	The switch should support ping and traceroute for IPv4 and IPv6	
34	The switch should support TACACS+ for securing administrative access	
35	The switch should have Command Line Interface (CLI) with a hierarchical structure and SSH, Secure FTP/TFTP support	
36	The switch should support Network Time Protocol (NTP)	
37	The switch should support Port mirroring	
38	The switch should have RoHS compliance	
39	The switch should have safety/emissions certifications including UL/CUL 69050, EN 55024, VCCI Class A or equivalent	
40	All the features mentioned in the specifications shall be enabled/activated. Any licenses required shall be included from Day 1	
41	All Switches shall be from the same OEM for ease of integration and management	
42	The switch shall be offered with 5-year onsite support and support shall be provided directly by the OEM	
43	OEM will be preferred with consistent presence in Leader's quadrant of Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure for the last five years.	
44	Bidder must submit Part Coded Bill of Materials of the offered Product	
45	Manufacturers Authorization Letter Specific to this tender must be submitted. Tender submitted without MAF will be rejected.	

Technical Specification of L3 Switch

		Compliance Yes/No
*MAKE: (Specify Make)		
*MODEL: (Specify Model)		
QUANTITY:2nos (KBU)		
S. No	Technical Specifications	Compliance Yes/No
1	The switch should have at least 24* 10/100/1000BaseT Ports and minimum four 40GbE (QSFP+) or 25/50 GbE (SFP56) interfaces.	
2	The switch should be 1U 19" Rack Mountable	
3	The switch should have 1:1/N:N redundant, field-replaceable, hot-swappable power supplies and field-replaceable, hot-swappable fan trays	
4	The switch should be based on programmable ASICs or equivalent to allow for a tighter integration of switch hardware and software to optimize performance and capacity	
5	The switch Shall be built on a modular, micro-services-based OS architecture allowing individual software modules to be independently upgraded for higher availability.	
6	The switch shall have switching capacity of minimum 440 Gbps.	
7	Should support minimum 60K IPv4, 30K IPv6 Routes	
8	The switch should have support for minimum 4K IPv4/IPv6 Multicast Routes	
9	Switch shall have minimum 32K MAC Addresses,10K IPv4 ACLs and 5K IPv6 ACLs	
10	Switch should have multi-core CPU/processor	
11	Switch should have minimum 8GB RAM, 32GB flash and 8MB packet buffer	
12	The switch latency should be less than 3 μSec on 10G/25G speeds	
13	Switch should support Jumbo frames with maximum frame size of 9K bytes	
14	Must support BGP, MP-BGP, VRF, OSPF, OSPFv3, Policy-Based Routing (PBR), ECMP, PIM SM, and Virtual Router Redundancy Protocol (VRRP), Multiprotocol Label Switching (MPLS), IPSLA from Day 1	
15	The switch should support Spanning Tree Protocol (STP/RSTP/MSTP) and Ethernet Ring Protection Switching (ERPS) for rapid protection and recovery	
16	The switch should support switch virtualization feature for combining dual switches into single logical unit with active-active control planes and providing Multi-chassis Link aggregation (MC-LAG) for uplink/downlink connectivity. This should be possible across long-distance using Ethernet links.	
17	The switch should support Strict priority (SP) queuing, graceful congestion management and Private VLAN for traffic isolation	
18	The switch OS should provide continuous telemetry data for event driven automation and easy access to all network state information for visibility and analytics	
19	The switch should support In-Service Software Upgrade (ISSU) across a stack of two or more switches	
20	Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+.	
21	Switch should support IPv6 RA guard, DHCPv4/v6 protection, dynamic IPv4/v6 lockdown/source guard, dynamic ARP protection, UDLD and ND snooping	

22	Switch should support concurrent IEEE 802.1X, Web, and MAC authentication schemes and each switch port should accept up to 24 sessions	
23	Switch should have integrated trusted platform module (TPM) or equivalent for platform integrity to ensure the boot process is from trusted source	
24	Software defined network (SDN) capability by supporting multiple programmatic interfaces including REST APIs, Python scripts or equivalent	
25	The switch should have safety/emissions certifications including UL/CUL 60950, EN 55024, VCCI Class A	
26	The switch/OS should be Common Criteria Certified (EAL or NDPP) validated	
27	Switch should have support for RoHS or equivalent for green initiative.	
28	All Switches shall be from the same OEM for ease of integration and management	
29	OEM will be preferred with consistent presence in Leader's quadrant of Gartner's Magic Quadrant for Wired and Wireless LAN Access Infrastructure for the last five years.	
30	The switch shall be offered with 3-year onsite support and support shall be provided directly by the OEM	
31	Bidder has to submit Part Coded Bill of Materials of the offered Product	
32	Manufacturers Authorization Letter Specific to this tender must be submitted. Tender submitted without MAF will be rejected.	

L3 Engineer Profile to be filled by Bidder

Job Description	Compliance (Yes/No)	Remarks
3+ experience, B.Tech (ECE , EEE , CSE , IT,MEC), Should hold certification — Cisco Certified Firewall specialization (CCSP — SF4PA) or OEM (HP/FortiGate) Security Specialist certification. (Proof of Document to be submitted)		
Should have Experience of Layer2 and Layer3 switching technology Like; VLAN, VTP domain (Server/Client), STP, RSTP, Rapid-PVST, Inter-VLAN routing, HSRP, VRRP, Stacking, STP troubleshooting and Port security		
Should have Experience of Multi-Vendor switches firmware upgradation.		
Should have Experience in troubleshooting of L3 Switches (cisco 6500) Firewalls		
Should have knowledge of configuration and troubleshooting of Juniper, Cisco, HP Aruba and switches.		
Able to Manage network devices backup manually using TFTP and auto-backup for all Network devices		
Should have Knowledge on application transport and network infrastructure protocols		
Working with Team. Customer and OEM for technical support. Troubleshooting and to resolve the issues. Communicate and document the root cause analysis of incidents and escalated issues		
Ensure regular configuration backups. Test and Upgrade patches and IOS & Ensure highest uptime for all Audio. Video and Data networks. Maintenance of error logs and Knowledge Base.		
Hands on experience on CISCO/HP/Juniper Router and Switch, Firewall°/LLB/ WLC-Wi-Fi network/ Unified communication. Configuration and support		
In depth, understanding of routing/switching technology i.e. BGP.OSPF. MPLS. VSS. HSRP. VRRP.GLBP. IRF. Stacking, IP SLA. STP. PVSTP. RSTP and MSTP		
Understanding Of Network Security -Firewall technology and configuration. LLB.VPN (Site to Site /remote Access), AAA Architecture. TACACS +. RADIUS. WAN — MPLS, fdPLS VPN, fdP-BGP.		

TCP/IP protocol suite, Quality of Service, Application protocols - HTTP, HTTPS, FTP, SMTP, SNk1P, SSL etc. DNS/DHCP/Proxy		
Interface with Solution team to provide technical input on existing infrastructure. Analyse/review solution document. Execute it for implementation. Ensure transition/handover necessary documentation*training/skill upgrade for sustenance of solution in operation.		
Renew of Network IT infrastructure & highlight key finding which can result benefit to business/infrastructure		
Planning of hardening of all network devices. In coordination with OEM experts & Vendors		
Understanding of ITIL oriented process framework is mandatory - Renew MIS data & represent MIS dashboard in monthly review		
Strong client and customer focus and result oriented attitude		
Hands on experience on OS upgradation. Firewall licence renewal		
Should have knowledge on backup & creating snapshot Trouble shooting on firewall and Installation of Jumbo Hotfix. Should have knowledge on cluster's.to fix the Real-time issues		

*********************************THE END***************************************

1. TENDER DETAILS (Please see NIT) in portal at respective Tender ID

2. The Bidders can view /download the Tender Documents from the Website. Viewing and downloading the tender documents is free of cost. Registration in the portal is required for viewing and downloading the tender documents.

    In case of any change in Technical or Price bid envelops, Specifications / Terms and conditions, Date extension are amended, corrigendum will be published in website only, it will not published in News Paper.

    a) **TENDER – FEE & EARNEST MONEY DEPOSIT (EMD):**

        The Tender Fees and EMD, wherever applicable shall be paid by way of NEFT/ RTGS /or other mode by DD (Scanned copy shall be uploaded)/Online transfer to BDL's bank account as per the details furnished in Tender Document. This will be adjusted as Security Deposit in case of order arising out of bidder's quotation. The EMD amount will be refunded by the way of NEFT/RTGS or any other mode after finalization of the tender for unsuccessful tenderer or 180 days after the due date whichever is early. The Tender Fee is non-refundable.

    b) The tender FEE and EMD wherever applicable payment proof shall be uploaded into Technical envelope.

    c) The Bids can be uploaded in "TWO BID System" i.e. Techno-commercial Bid and Price Bid.

3. **ELECTRONIC PAYMENT BY RTGS / NEFT / E-TRANSFER DETAILS:**

BENEFICIARY NAME	BHARAT DYNAMICS LIMITED
NAME OF THE BANK	UNION BANK OF INDIA
BRANCH	BDL CAMPUS BRANCH
ADDRESS OF BANK	BDL CAMPUS, KANCHANBAGH, HYDERABAD, TELANGANA – 500 058.
CONTACT NUMBER OF BANK	040 – 2458 7948 / 7259
BANK ACCOUNT NUMBER	104531043010001
ACCOUNT TYPE	CURRENT ACCOUNT
MICR CODE	500026165
IFSC CODE	UBIN0810452
SWIFT CODE	UBININBBBDL
BENEFICIARY ADDRESS (Corporate Office)	BHARAT DYNAMICS LIMITED, CORPORATE OFFICE, PLOT NO. 38-39, TSFC BUILDING (NEAR ICICI TOWERS), FINANCIAL DISTRICT, GACHIBOWLI, HYDERABAD, TELANGANA - 500032.

4. Quotations must be firm and hold good for minimum stipulated period from the closing date of the enquiry.

5. If you are not quoting for any or all items to this enquiry, please   reply stating as "REGRET' NOT QUOTING, ETC., and reason for regret if any.

6. BDL is not responsible for any delay in receipt or for non-receipt of quotation for whatever reason.

7. BDL reserves the right to :

    i.   Cancel the tender enquiry at any stage.

    ii. Reject or accept any tender whole or part of quotation /quantities offered.

    iii. Assess the capability and capacity of the bidders.

    iv. Select more than one source.

    v.   Seek the breakup details of quote.

8.   In case the quotation is submitted by a sister/associate company of the firm to whom the tender is addressed, a letter to that effect from the addressee of the tender shall be furnished within the quotation, failing which the quotation will be summarily rejected treating as unsolicited.

    a) The EMD shall be paid by the bidder in the form of Online Payment/ Account Payee Demand Drafts/ Banker Cheques from Nationalized Banks or other Banks specified in the form tender documents. This will be adjusted as security deposit in case of order arising out of your quotation. For unsuccessful tenderer the amount shall be refunded after finalization of the tender or within 180 days whichever is earlier. Quotations/Technical bids received without EMD will be summarily rejected and no correspondence will be entertained. The amount will be specified in the special conditions.

9. Where called for, Quotations must be submitted in two bid system i.e. Techno-commercial bid separately and price bid separately but simultaneously in sealed envelopes superscribing boldly enquiry No., due date/tender closing date, Technical Bid and Commercial Bid. The letter of declaration or EMD if sought shall be enclosed with the Technical Bid failing which the quotation will be rejected.

10. a. TECHNO-COMMERCIAL BID: The Technical Bid consists of only Techno-Commercial aspects except the price and contains the following details as applicable:

    b. Full & complete technical specifications.

    c. Conformance and deviation statement with remarks in comparison with tender specifications.

    d.   Quote for free delivery at BDL stores. / FOR destination (Indigenous source of supply) / FOB nearest sea / airport including packing & forwarding charges. (Imported source of supply). Refer Annexure-1C.

e.   Delivery period

f.   Applicable taxes, price quoted and duties (like GST) to be mentioned separately in the quotation otherwise the bid will be treated as all inclusive FOR BDL

g.   QA Plan/ Test certificates

h.   Any other relevant information you deemed to be fit to provide (this information will not be considered for evaluation of the bid).

I. SPECIFIC INSTRUCTIONS FOR INDIGENOUS OFFERS

i.   Price quoted shall be for free delivery at BDL stores / FOR destination

ii.   In case bidder has registered with GeM, please provide seller registration number

Payment Terms:

1.   BDLs normal terms of payment for non-capital item are 100% within 30 days after receipt and acceptance of the goods and preference will be given for the same. If you want to offer counter terms, please specify. Unless, otherwise specified in enquiry, advance payment will not be given. BDL reserves its right to release GST only after supplier's invoice / debit note is reflected in GSTR-2B / 2A within the specified time limit mentioned in GST Law.

2.   BDL's terms of payment are "90 % payment within 30 days after receipt & acceptance of the goods and balance 10% after installation & commissioning of the equipment against submission of performance bank guarantee for 10% value of order covering warranty period plus 3 months claim period".

   •   However, where the performance of the equipment can only be verified on commissioning, then the payment is made on receipt of installation certificate 70%, acceptance 20% and balance 10% is after submission of PBG as stated in para above.

Additional details required for CAPITAL items:

a.   List of all accessories & recommended spares for 5 years maintenance wherever applicable and as specified in the tender document.

b.   Illustrated detailed specifications and Manual for equipment and accessories wherever applicable

c.   A list of customers to whom similar equipment has been supplied in India to be furnished. The copies of the orders executed to be attached as a proof where ever applicable.

d.   Details regarding foundation layout, electrical/mechanical installation requirements, inland transportation and pre-installation storage requirements, safety precautions during transport, storage and installation, gross and net weight and volume including package dimensions shall be provided wherever applicable.

11. TECHNO-COMMERCIAL bid shall not contain no reference to price (**Note:** no price is to be given in the Technical Bid).

12. The Price Bid shall consist of Price only without any conditions attached. All the commercial aspects other than price to be indicated in techno commercial bid only.

13. Where counter terms and conditions of business have been offered, BDL shall not deemed to be bound by these unless specific written acceptance thereof has been given by BDL.

14. No conditions and terms in the enquiry notice of which has not been given by parties submitting quotations will be considered by BDL if put forward in subsequent correspondence, after acknowledgement of orders etc.

15. The delivery of the stores is required as indicated. Please confirm the dates indicated, otherwise specify clearly, the date by which you can deliver.

16 If price negotiations are considered necessary, the same will be held with the lowest acceptable tenderer only. However, technical clarification, if any, can always be sought before submission of quotation. Hence, you have to quote your most competitive prices with full details/ Brochures/ Leaflets etc. for the items quoted.

17. Wherever called for compliance to MIL/BIS/JSS standard or other relevant test certificate shall be furnished with the supplies and this shall be confirmed in the quotation without which the quotation will be rejected.

18. All goods or services supplied must conform to the MIL/BIS/JSS or such other standards quoted in the order and / or be strictly in accordance with approved samples or drawings. Where there are no specifications, sample or drawing, goods and services are to be the best of their kinds.

19. Wherever required, samples should be supplied at your cost with due identification and indicating our reference (If the samples are consumed in testing are required as reference, BDL will not return the same else the vendor can collect from BDL on their own cost).

    In the event of order arising out of the enquiry with holding of payments/ LD will be imposed as under:

20. LD Clause: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs/POs. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Including duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

    In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributed to vendor.

21. Any Purchase Order arising out of the tender will be governed by the following.

a. "Common Instructions Applicable to both Indigenous & Foreign Offers" placed at ANNEXURE-1A, and Special Terms & Conditions that will be incorporated in the PO as applicable.

b. "General terms & conditions of the Purchase Order (PO) indigenous" placed at ANNEXURE-1B, and Special Terms & Conditions that will be incorporated in the PO as applicable.

c. "General terms & conditions of the Purchase (PO) imports" placed at ANNEXURE-1C and special terms & conditions that will be incorporated in the PO as applicable.

22. PLEASE FURNISH YOUR GSTIN ON YOUR QUOTATION. IN ORDER TO CLAIM INPUT TAX CREDIT (ITC) OF THE GST PAID ON OUR PURCHASES, PLEASE SUBMIT GST INVOICE.

23. If you are a MSME, please indicate your number provided by Govt. of India, MSME and submit the photo copies of the same.

24. PSUs, SMEs registered with Udyam number / other category of supplier notified by Government of India, Ancillary Industries to BDL are exempted from the tender fees /EMD. Bidders/ Vendors shall submit the tender fee and EMD/ Letter seeking exemption (along with proof) to the IMM officer as indicated in NIT/ tender enquiry, within a week (not more than seven calendar days) of tender closing date and time.

25. As per Government of India guidelines and amendments thereof, BDL will extend the benefits as stated in para 6 above or as stated in the special conditions.

26. Bidders should clearly specify price breakup with GST or any other applicable taxes etc. If no specific mention is made, price quoted shall be deemed to be inclusive of such taxes/levies.

27. Integrity Pact (IP): Wherever the IP is applicable, the bidder has to sign the IP in the format provided by BDL. For the details of Independent External Monitors (IEMs) please visit BDL website: www.bdl-india.in.

28. Non-Disclosure Agreement (NDA) to be signed by bidders wherever applicable. The format will be provided by BDL.

29. Fall Clause: In case of RCs if the items / service being offered by bidders has been supplied contracted with any organization (Public / Private) in India, the details of the same may be furnished in the technical / commercial bids. The bidder is to provide written undertaking that they have not supplied / is supplying similar systems or sub-systems to a price lower than the subject tender. In case it is found the same item is priced lower than the subject enquiry in the tenure of execution, the same will be applicable for the subject contract.

30. Repeat Order: BDL has right to place repeat order for 100% of the quantity or the part of it within 12 months of its execution with the same terms of conditions.

(or)

31. Option Clause: BDL has right to enhance the quantity to 100% or part of it. The order in its terms of execution with the same terms and conditions.

II. SPECIFIC INSTRUCTIONS FOR IMPORT OFFERS:

i.   Price quoted shall be for FOB nearest sea / airport including packing & forwarding charges.

ii.   Other standard terms such as delivery period, terms of payment etc are to be included.

iii. The quotation shall be in ENGLISH language only. All the necessary catalogues and leaflets are to be attached.

iv.   Where the prices indicated are EX- works, please indicate separately the packing & forwarding charges for FCA delivery to the nearest gateway Airport / FOB delivery to the nearest seaport. All the consignments either by Sea /Air shall be dispatched on freight to pay basis only.

v.   The necessary export license for the items shall be arranged by vendor. In case certificates, declarations etc. are needed from us, you should send us well in advance, all such requests, along with the necessary prescribed forms, drafts etc.

vi.   Vendor has to furnish a declaration confirming that they have no agent / representative in India. However if you have an agent or representative

      a)   You have to furnish the full name and address, with name of the contact person, phone number, fax no and email id etc to enable us to get the information about the firm.

      b)   You or your agent / representative can quote for the tender. Both you and your agent / representative cannot submit the quotation simultaneously for the tender.

      c)   Your agent / representative cannot represent another organisation in this tender. Your agent / representative has to submit an undertaking that he quoted on your behalf only and is not representing any other firm / organisation or he is not directly participating in the tender (Refer Format 1).

vii. Bidders should clearly specify price breakup with any other applicable taxes etc. If no specific mention is made, price quoted shall be deemed to be inclusive of such taxes/levies.

III. TENDER TERMS FOR CAPITAL ITEM

1.   In the case of Capital goods like Machinery Equipment. You have to submit a performance Bank Guarantee for 10% value of the order, if placed, to cover the warranty period plus a claim period of 3 months.

2.   WARRANTY: The supplier shall furnish warranty for period of 18 months from the date of shipment or 12 months from the date of commissioning of the equipment whichever is later. The Stores to be supplied (in the event of an order) shall be free from all defects & faults in materials, workmanship & manufacture and shall be in full conformity with the specifications. If any defects

or mal functioning occurs during the guarantee period the vendor shall do necessary alterations, repairs, replacements and servicing free of charge at BDL site. In case of defective Stores which need to be re-exported for repairs to the manufacturer's works, To & Fro freight & insurance charges have to be borne by the suppliers.

3. Post warranty AMC: In case item offered requires maintenance after the expiry of the warranty, please indicate approximate cost of annual maintenance / comprehensive maintenance and also availability of local service support.

4. Any optional(s) indicated in techno-commercial bids must be priced separately in price bid.

5. Charges for installation to be quoted separately otherwise Erection and Commissioning of the equipment to be undertaken by the supplier at BDL on free of Charge. GST, if applicable will be payable extra.

6. All consumables like first fill oils, lubricants etc are in Supplier scope.

7. (a) SECURITY DEPOSIT (SD): The successful bidder will have to deposit immediately on, placement of order, towards SD by way of Insurance Surety Bonds, Online Payment / Demand Draft / Bankers Cheque / Bank Guarantee from a Commercial Bank meeting the Capital Adequacy Norms and not placed under Prompt Corrective Action (PCA) framework by Reserve Bank of India (RBI), for 3% - 10% of the order value. However, Nationalized Commercial Banks are exempted from meeting the criteria of Capital Adequacy and PCA norms imposed by RBI. SD shall be included in all tenders where EMD is sought or other tenders wherever required. This condition shall be specifically mentioned in terms and conditions wherever applicable. The SD shall be included while procuring Capital items and other items where BDL wants to enforce performance of the bidder, which is also called as performance guarantee.

Where the successful bidder refuses / unable to furnish the Security Deposit within the time specified, the bidder not only loses the Order but also the EMD shall be forfeited. The EMD to the successful bidder will be refunded only after the Security Deposit is furnished / adjusted against SD required. SD will be released after successful completion of the order and against submission of Performance Bank Guarantee where ever applicable. SD carries no interest.

(b) Performance Bank Guarantee shall be for a period of warranty/ guarantee plus 3 months (for as a claim period).

8. PRE INSPECTION: BDL reserves the right to depute Engineers to the works of the manufacturers for undertaking pre dispatch inspection of the equipment before shipment.

9. TRAINING: Wherever felt necessary, the manufacturer/supplier has to arrange and provide training in operation and maintenance to our staff.

10. NET WEIGHT & GROSS WEIGHT: The approximate net weight & gross Weight of the equipment shall be indicated to enable BDL to determine the mode of dispatch.

IV. TENDER TERMS FOR SUBCONTRACTED ITEM

1. Wherever fabricated items to our Drawings are supplied with your raw material you have to furnish test specimens/test certificates from NABL accredited test labs with each batch of supplies. Drawings and any technical documents furnished along with the tender are the property of BDL should not be circulated shared or made copies of them in any manner to other industries and must be returned along with Quotation/regret letter. The electronic data provided to enable the bidder to quote is to be deleted in all forms after submission of bid.

2. BDL at its option may prescribe Quality check at your works (Stage wise/finished product) by BDL inspectors/third party agencies/DGQAA representatives Etc.

3. BANK GUARANTEE FOR FREE ISSUE MATERIAL (FIM): Free issue material for carrying out the subject work at Contractor's premises/workshop, the raw materials, etc. shall be issued by BDL to the Contractor at free of any charges if specified in the special conditions of subject tender. Prior to collection of such Free Issue Material (FIM) from BDL premises, the Contractor shall furnish Bank Guarantee (BG) /Indemnity bond with insurance (with BDL as beneficiary) worth the value of such material issued to them. No delay in submission of BG/ Indemnity bond with insurance for FIM shall be permissible. The BG for FIM shall have the validity for the period from date of lifting of the FIM from BDL/nominated place till four weeks beyond the end of the contractual completion period .On bringing the processed/fabricated item inside BDL, the Contractor shall prepare a Material Reconciliation Statement with the following details of the issued material (BDL's property) & of the returned and leftover/balance/usable/scrap material. The statement shall show the following details and should be got certified from concerned BDL Officer and the certified statement should be enclosed with the invoice for enabling payment.

    a. Quantity of material issued by BDL to the Contractor (Kg, Nos. etc.).

    b. Quantity of (processed) material delivered by the Contractor to BDL.

    c. Quantity of material consumed/lost as burning loss, etc.

    d. Quantity of leftover/balance/usable/scrap material returned by the Contractor to BDL.

4. INSPECTION

    a. Items should be supplied along with the Dimensional inspection report/ raw material consumption statement of each item.

    b. When the items are made with party's raw material test certificate of the raw material is to be produced, which is issued either by the material manufacture or a NABL accredited laboratory.

    c. Final inspection will be by BDL and/or Third party inspection.

    d. While Inspection Authority will carry out inspection for the stages defined in QAP. BDL has the right to carry out random inspection by Inspection authority / Agencies (MSQA or equivalent)

or Project executive independently to ensure that the vendor/ firm is adhering to laid down conditions in terms of quality of work, qualification of the personnel. The vendor/ firm shall provide free access to the BDL personnel for inspection.

e. The work shall not be deemed as completed until the Inspection Authority/Work Completion Certifying Authority is fully satisfied that the work completed meets the required standards as per Scope of Work & the quality requirements. The decision of the Inspection Authority/Work Completion Certifying Authority on any question of intent, meaning & scope of the work/ documents/specification/standards shall be final, conclusive & binding on the Contractor.

f. During this period, if any physical damage is found that is brought to firm's notice, the firm shall repair the same immediately on free of cost to BDL.

g. Quality requirements & stages of inspection, as specified in the Scope of Work, the approved QAP, drawings/other reference technical documents, Tender document, must be met to the exact standards.

h. As the safe transportation & delivery of the finished goods is under the Contractor's scope, there shall be a final receipt inspection & acceptance for items delivered at BDL. Any defects and damages occurred during transportation shall have to be made good and duly rectified and repaired by the Contractor at BDL to the satisfaction of the Inspection Authority (ies) as per BDL procedures at no extra cost to BDL. Any expenses, transportation, facilities, etc. for such rectification work shall have to be arranged by the Contractor at no cost to BDL. The completion of the work shall be deemed as delivery of undamaged receipt-inspection cleared items at BDL & the date of the delivery would count as the date of completion of work.

i. The Work Completion Certificate (WCC) shall be issued only after delivery of undamaged, defect-free and satisfactorily receipt of inspected items at BDL.

5. The job involved is purely on Contract basis and persons engaged by the contractor shall not be / deemed to be an employee of the BDL.

6. Non-Competition Agreement: The vendor / manufacturer shall sign a Non-competition Agreement in the format provided by BDL.

V. TENDER TERMS FOR PROCUREMENT OF SERVICES

1. SITE VISIT: Prior to submission of your quotation, you are requested to visit the site and if any technical clarification is required you may contact concerned purchase department head.

2. WORKING ON BDL HOLIDAYS: Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

3. Procedure for Entry Passes for the Contractor's Employees: - As per the prevailing detailed procedure at Bharat Dynamics Limited is to be follow by successful bidder.

4. The work shall not be deemed as completed until the Inspection Authority/ Service Completion Certifying Authority is fully satisfied that the service completed meets the required standards as per Scope of service & the requirements. The decision of the Inspection Authority/ Service Completion Certifying Authority on any question of intent, meaning & scope of the documents/ specification/standards shall be final, conclusive & binding on the vendor/ service provider.

5. During this period, if any physical damage is found that is brought to firm's notice, the firm shall repair the same immediately on free of cost to BDL.

VI. OTHER TERMS AND CONDITIONS

1. For quoting capital item like CNC machines etc. bidder has to submit the details of make of sub-assemblies/ elements (like air compressor, motors, hydraulic/pneumatic components etc).

2. In case the service at BDL:

    a. It shall be the responsibility of the Contractor to ensure the Labour Act, Minimum Wage Act, PF Act & scheme, ESI Act etc. for the staff on their company roles.

    b. It shall be the responsibility of the Contractor to ensure compliance with all Labour law provisions, including the payment of minimum wages as declared by Central Government.

3. The condition of Prior turnover and Prior Experience will be relaxed for Start-ups(whether MSMEs or otherwise), which as per guidelines of Govt. of India are recognized as Start-ups, subject to meeting of quality and technical specifications as per clarification given by Ministry of Finance, Department of Expenditure (DoE).

4. Interest free advance will be paid to MSMEs and Start-ups against Bank Guarantee for 110% of order value.

5. MSEs are entitled for purchase preference as per the Government Order.

6. The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

7.   **INTELLECTUAL PROPERTY:**

The items which are specifically developed / manufactured as per requirement of BDL, where Tooling charges / Engineering Charges / Development Charges are paid by BDL, intellectual property lies with BDL. The vendor / service provider can supply these items to other, only after obtaining consent of BDL.

8.   Techno-Commercially qualified bidders will be informed to participate in "On-line e-Reverse Auction".

   a.   BDL may choose the final supplier either by conducting 'e- reverse auction or price bid opening among the Techno- Commercially Qualified bidders.

   b.   In case of e-Reverse auction, the Price Bids (submitted initially), shall be opened prior to e-auction and L1 will be arrived and the same will be considered as reserve price.

   c.   Necessary Training / details for conducting "e-Reverse Auction" will be provided by BDL to all the qualified bidders.

   d.   Bidder shall give an acceptance clearly stating no objection to BDL opting for "e-Reverse Auction".

9.   **Tender enquiry terms to comply purchase preference to Make in India (For bids < 200 Crore)**

   Introduction:

   To encourage "Make in India" and promote manufacturing and production of goods and services by enhancing income and employment the preferential purchase clause has been implemented.

   Procurement by the Company (BDL) is substantial in amount and can contribute towards "Make in India" objective, so the preferential purchase clause is being brought in.

   (The preferential purchase based on local content can be increased through partnerships, cooperation with local companies by establishing production units in India or Joint ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them).

Definitions as per PPP-MII Order-2017

•   "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- A supplier or service provider, whose goods, services or works offered for procurement, has local content:

   a. Equal to or more than 50%: Class-I local supplier.

   b. More than 20% but less than 50%: Class-II local supplier.

   c. Less than or equal to 20%: Non-local supplier.

- Margin of purchase preference ' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

- The margin of Purchase Preference shall be upto 20%.

- 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

- 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

- 'Works ' means all works as per Rule 130 of GFR- 2017, and will also include Turnkey works'.

   Preference shall be given to Class-I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class-I local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Purchase preference in procurement of Goods and Services:

Purchase preference for all goods and services will be extended as per Govt norms. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

1. Goods and Services which are divisible in nature, the following procedure shall be followed.

   a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is form a local supplier, the contract for full quantity will be awarded to L1.

b. If L1 bid is not from a local supplier 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly, in case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

2. The procurement of goods which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

b. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.

c. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price then the contract may be awarded to the L1 bidder.

d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

iii. Exemption of small purchases : Procurements where the estimated value to be procured is less than Rs .5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

Manufacture under license/ technology collaboration agreements with phased indigenization:

While notifying the minimum local content, special provisions can be made for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increasing in local content.

Verification of Local Content for Public Procurement (Preference to Make in India), Order 2017

i. The local vendor at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum 50% local content and shall give details of the location(s) at which the local value addition is made. BDL has authority to verify the local content.

ii. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from the statuary auditor or cost auditor of the company (In the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidden or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

iv. A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment, The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Annexure-i

Verification of Local Content

i.   The local vendor at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum 50% local content and shall give details of the location(s) at which the local value addition is made. BDL has authority to verify the local content.

ii. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. Nodal Ministries may constitute committees with Internal and External experts for independent verification of self-declaration and auditor's / accountant's certificates on random basis and in the case of complaints.

iv. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidden or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

v.   A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment, The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

CALCULATION OF LOCAL CONTENT – GOODS SUPPLY CONTRACTS:

Calculation of manufacturing cost per one unit of product				
Cost Component	Cost (Domestic Component)	Cost (Import Content)	Cost Total Rs./ USD	% Domestic Component
	a	b	c	d=a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory overhead cost				
IV. Total production cost				

I. E-Tender COMMON INSTRUCTIONS APPLICABLE TO BOTH INDIGENOUS & FOREIGN OFFERS::

i. The system requirements to participate in the e- tendering and e-auctioning are as under:

   a) PC with Internet connection (Browser to be used - Internet Explorer 6 and above).

   b) Valid Digital Signature Certificate Class-III of the respective firm/ authorised representative.

ii. Quotation must be firm & hold good for a period as indicated in NIT / tender enquiry.

iii. Corrigendum: BDL reserves the right to issue any corrigendum to the tender even up to 3 days prior to the due date of tender closing. Bidders are advised to check the website for the purpose of revising their bids, whether any such corrigendum to the tender has been issued or not.

iv. Where counter terms & conditions of business have been offered, BDL shall not be deemed to be bound by these unless specific acceptance thereof has been given by BDL.

v. The delivery of the stores is required as indicated in the tender document. Please confirm the dates indicated, otherwise specify clearly, the date by which bidder can deliver.

vi. BDL is not bound to accept any quotation & reserves the right of accepting the whole or any part of quotation or part of quantity offered.

vii. BDL reserves the right to :

   a) Cancel the tender enquiry at any stage.

   b) Reject or accept any quotation without giving any reason thereof financial & technical.

   c) Assess the capability and capacity of the bidders of this site.

   d) Select more than one source.

   e) Ask for breakup details of quote.

ix. Wherever items are supplied with supplier's raw material, as per drawings provided by BDL, supplier has to furnish test specimens / test certificates with each batch of supplies

viii. All the drawings and documents downloaded are the property of BDL and shall not be circulated to others without prior written permission. The same shall be deleted from all the computers/ servers, flash drives etc. of the bidder. Bidder shall make necessary information security measures as per IT Act 2008 and the amendments thereof.

ix. Wherever items are supplied with supplier's raw material, as per drawings provided by BDL, supplier has to furnish test specimens / test certificates with each batch of supplies

x.   Wherever called for MIL / BIS / JSS or other relevant standards, test certificate shall be furnished with the supplies & shall be confirmed in the quotation, without which the quotation will be rejected.

xi.   BDL at its option may prescribe pre-dispatch inspection at supplier's works (Stage wise / finished) by BDL Inspectors / 3rd party agencies / DGQA representatives or others as deemed fit.

xii. All goods or services supplied must conform to the MIL / BIS / JSS or other relevant standards quoted in the order & / or shall be strictly in accordance with approved samples or drawing or specification. Where there is no specifications, sample or drawing, goods and services are to be the best of their kind.

xiii. Wherever required, samples shall be supplied at Supplier cost with due identification & indicating BDL reference.

xiv. LD Clause: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs/POs. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Including duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to vendor.

xv.   In case the quotation is submitting by a sister/associate company of the firm to whom the tender is addressed, a letter to that effect from the addressee of the tender shall be furnished within the quotation, failing which the quotation will be summarily rejected treating as unsolicited.

xvi. End user Certificate will be issued if requested in specific and clear justification of its requirement.

xvii. Duty exemption certificate will not be issued unless specified in special terms and conditions.

xviii. Our GSTIN registration no: 36AAACB7880N1Z5 (both KBU and BU) and 37AAACB7880N1Z3 for VU. And BDL PAN No: AAACB7880N.

xix. Technical clarification, if any, can be sought before submission of quotation from concerned IMM department.

xx.   Price negotiation is held only if necessary. Hence you are requested to quote most competitive prices with full details/ broachers / Leaflets etc. requested for the items quote.

xxi. Technical acceptance / rejection of the bid shall be intimated through e-procurement / email/ fax. Any grievance with respect to technical rejection shall be submitted within 10days of publishing in portal or intimation by email to the IMM officer specified in NIT / tender. The

technical evaluation committee will give reply to the aggrieved bidders within 20 days from the date of receipt of query / complaint.

xxii. Management reserves the right to decide the incubation period.

II. SPECIFIC INSTRUCTIONS FOR INDIGENOUS OFFERS:

i. Price quoted shall be for free delivery at BDL stores / FOR destination.

ii. In case bidder has registered with GeM provide the registration number.

iii. Payment Terms:

a) BDLs normal terms of payment for non-capital item are 100% within 30 days after receipt and acceptance of the goods and preference will be given for the same. If you want to offer counter terms, please specify. Unless, otherwise specified in enquiry, advance payment will not be given.

b) BDL's terms of payment are "90 % payment within 30 days after receipt & acceptance of the goods and balance 10% after installation & commissioning of the equipment against submission of performance bank guarantee for 10% value of order covering warranty period plus 3 months claim period".

•   However, where the performance of the equipment can only be verified on commissioning, then the payment is made on receipt of installation certificate 70%, acceptance 20% and balance 10% is after submission of PBG as stated in para above.

xxiii. Bidder to furnish GST details.

III. SPECIFIC INSTRUCTIONS FOR IMPORT OFFERS:

i. Price quoted shall be for FOB nearest sea / airport including packing & forwarding charges. (Refer Annexure-1C).

ii. Other standard terms such as delivery period, terms of payment etc are to be included in the bid.

iii. The quotation and the necessary catalogues and leaflets attached shall be in ENGLISH language only.

iv. Where the prices indicated are EX-works, please indicate separately the packing & forwarding charges for FCA delivery to the nearest gateway Airport / FOB delivery to the nearest seaport. All the consignments either by Sea /Air shall be dispatched on freight to pay basis only.

v. The necessary export license for the items shall be arranged by vendor. In case certificates, declarations etc. are needed from us, you should send us well in advance, all such requests, along with the necessary prescribed forms, drafts etc.

vi. Supplier has to furnish a declaration confirming that they have no agent / representative in India. However, if you have an agent or representative.

a) You have to furnish the full name and address, with name of the contact person, phone number, fax no and email ID etc to enable us to get the information about the firm.

b) You or your agent / representative can quote for the tender. Both you and your agent / representative cannot submit the quotation simultaneously for the tender.

c) Your agent / representative cannot represent another organisation in this tender. Your agent / representative has to submit an undertaking that he quoted on your behalf only and is not representing any other firm / organisation or he is not directly participating in the tender (Refer Format 1 as given below).

vii   Non competition agreement format will be provided by BDL.

viii. **North Atlantic Treaty Organization (NATO) Codification Clause:**

The vendor is to provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the purchase order as per the part list (including Manufacturers Recommended List of Spares (MRLS)). In case the NSN are not available, the vendor is to codify using beasic technical characteristics as required for codification in consultation with MoD / Directorate of Standardisation / BDL. In case of IPR issues, codification to be undertaken as type IV codification (where only the manufacturers details and part numbers are to be provided).

(To be submitted on the Company letter head of Indian Agent/Representative)

FORMAT 1

Ref: Date:

To,
General Manager (CC)
Bharat Dynamics Limited
Hyderabad - 500058
Telangana, India.

Sir,

    Sub: Tender for Supply of <Tender Details> - Reg
    Ref: <Tender Number & Date of Tender>

We here by certify that M/s. <Company Name with Full Address (Indian Agent in India details to be given) > is representing M/s. <Company Name with Full Address (Foreign Vendor Company details to be given)> as an India agent/representative and submitting the quotation against the tender on behalf of our principals. We further certify that, our principals M/s. <Company Name> (Foreign / Principal Vendor Name) have not quoted directly against this tender and we are not representing any other firm / company / organisation for this tender.

Place :   Signature :
Date :   DD/M/YYYY   Name :
                                                                     Designation :
                                                                     Name of the Organisation with Seal:

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER (P.O) (INDIGENOUS)

I.   ACKNOWLEDGEMENT:

a.   An acknowledgement of the Purchase Order(PO) should be sent to BDL by the vendor confirming their agreement regarding specifications, Qualification Test (QT) or Periodic Test (PT) / Acceptance Test (AT), quantity, prices, terms of payment and Delivery schedule including the General terms and conditions as indicated in Purchase Order within 15 days of its receipt by the vendor.

b.   The Purchase Order number and date should always be quoted in all correspondence, delivery challans, packing notes, invoices etc., all communications should be addressed to the designate officer of BDL who signed the Purchase Order or a nominee as indicated in the purchase order.

II. PRICES:

The prices indicated in PO are firm and not subject to alternation / variation on any account unless specified otherwise in the purchase order.

III. All terms and conditions of subject enquiry will be a part of this PO and vendor shall abide with it.

IV. Invoicing & Payment

1.   The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

a.   BDL GSTIN:

i.   Telangana : 36AAACB7880N1Z

ii.   Andhra Pradesh: 37AAACB7880N1Z

b.   HSN Code or Service Accounting Code for supply of goods or services.

c.   Name & address of vendor / service provider

d.   GSTIN of Vendor / service provider

e.   Consecutive Serial Number & date of issue

f.   Description of goods or services

g.   Total value of supply

h.   Taxable value of supply

i.   Tax Rate – Central Tax & State Tax or Integrated Tax, Cess, etc.,

j.   Amount of Tax charged

k. Place of supply

l. Address of delivery if different from place of supply

m. Signature of authorized signatory

2. Reimbursement of GST to the vendor / service provider is contingent upon complying with the following condition by the vendor / service provider: -

a. Uploading the onward GST Return **(GSTR-1)** in GSTN Network portal within the statutory time period.

b. Discharging the GST tax liability to the Government.

c. Submission of Tax Invoice to BDL.

d. Submission of proof of payment of GST to BDL.

e. Availment of Input Tax Credit by BDL.

3. Payment will be processed after receipt of original GST invoice, acceptance of goods /service, eligibility to take ITC against Invoice if applicable, test reports if any, warranty certificate if any & other conditions complying to PO terms.

4. TDS under GST as and when applicable, shall be deducted at prevailing rates.

V. Input Tax Credit

1. GST at the applicable rates shall be payable extra. However, the same shall not be paid if the input credit thereof is not available to BDL due to any reason attributable to the vendor / service provider.

2. PAYMENT OF GST: The GST amount on gross value of each invoice shall be claimed by the vendor / service provider along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following.

a. The vendor / service provider declaring the invoice in his GSTR-1 and

b. Confirmation of payment of GST thereon by vendor / service provider on GSTN Portal..

3. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BDL due to any default of vendor / service provider under GST, such implication shall be to vendor / service provider's account.

4. GST shall be levied on LD and the relevant tax invoice shall be provided to vendor / service providers for availing credit.

VI. QUALITY:

All goods or services supplied must conform to the MIL / BIS / JSS or other relevant standards quoted in the order & / or shall be strictly in accordance with approved samples or drawing or

specification. Where there is no specifications, sample or drawing, goods and services are to be the best of their kind.

VII. SUPPLYING OF SAMPLES:

Wherever required, samples should be supplied at free of cost with due identification and indicating relevant BDL references and Purchase order number.

VIII. INSPECTION:

a)   All goods/ services are subject to inspection by BDL or where stipulated by BDL's client or as nominated either at supplier's works or after delivery. The decision of concerned officers-in-charge is final and abiding.

b)   It is desired that rejected material will to be collected by suppliers as soon as possible. The rejected material will lie in BDL factory premises at the risk and cost of the supplier, pending receipt of disposal instruction from them.

c)   If so desired by the vendor, the rejected materials, for which no payment made by BDL will be packed and returned for arranging replacement/ rectification on 'freight to pay' basis at your cost and risk and the dispatch documents will be forwarded to the address of the vendor directly by BDL IMM / Stores Department to enable him to arrange insurance and take delivery of the same. Wherever payment is already made by BDL, the rejected material will be returned to the supplier against refund of the amount already paid by BDL or adjusted against any other payments due from BDL.

d)   The packing, freight charges etc., on replacement of returned materials shall be borne by vendor irrespective of the terms in the purchase order (since such charges were already incurred and borne by BDL on the original consignment) which got rejected and returned to the vendor. In case the rejected materials are not required to be replaced, freight insurance charges etc., incurred by BDL on the original consignment shall be recovered from the vendor's bill.

e)   In case, no disposal instructions received from the vendor / service provider, regarding rejected stores, as contemplated at (b) above, or where the amount due from the vendor / service provider, cannot be recovered from the pending supplies & from the pending bills fully, as contemplated at Para XIX hereinafter, within One month, from the date of intimation to the vendor / service provider, regarding disposal action, BDL reserves the right to dispose the rejected stores, in the manner BDL deems fit. Under the given circumstances appropriate amount will be recovered from the vendor / service provider, along with cost of disposal as contemplated at para XIX. If any balance amount is receivable / refundable, the same will be recovered / refunded to the vendor / service provider.

IX. PACKING:

Materials should be securely packed by the supplier and a copy of packing note should be placed just below the lid of the package. In case one consolidated packing note is prepared for materials packed in more than one package, copies of same should be placed in all packages with a marking against the items packed in that particular package. The package should bear sender's and BDL full name and address on one side and BDL purchase order Number., case markings,

gross weight etc., on the other side

In case of Plant Machines and Equipment. The following documents in triplicate should be supplied (in English Language only):

a)   Foundation Plan

b)   Wiring diagram

c)   Operating Manual

d)   Maintenance Manual

e)   Detailed spare parts Catalogue

f)   Capacity diagram

g)   Erection instructions

h)   Makers certificate of accuracy & guarantee of performance

i)   Illustrated & descriptive catalogue

j)   Warranty Certificate

k)   Safety instructions / document & other relevant documents.

X.   DISPATCH OF GOODS:

Wherever terms of dispatch are ex-works / FOR dispatch station. The stores shall be booked through BDL authorized transporter named in the Purchase Order on freight to pay basis or any other reputed transporter. The dispatch documents shall be clean and clearly legible.

XI.   CONSEQUENCE OF BREACH AND RECOVERY OF L.D:

LD Clause: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs/POs. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Including duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to vendor.

XII.   RISK PURCHASE CLAUSE:

In the event the supplier fails to fulfil the Purchase Order obligations, BDL reserves the right: To purchase elsewhere without notice to the vendor, on account and at the risk of the vendor, the stores not delivered or other of similar description (Which in the opinion of BDL shall be readily procurable) without cancelling the Purchase Order in respect of consignment not yet due for

delivery.

(OR)

To cancel the Purchase Order in the event action being taken as above the vendor shall be liable for any loss which BDL may sustain on that account by the vendor shall not be entitled to any gain on repurchase made against default.

XIII. CANCELLATION OF PURCHASE ORDER:

Non-compliance with any of the conditions may compel BDL to cancel the Purchase Order in part or in full at any time of its execution as deemed fit without legal repercussion on BDL end.

XIV. BDL MATERIALS:

Materials, tools and other equipment's supplied by BDL for processing or to aid processing shall be accounted fully by the Vendor. Necessary insurance shall be arranged by the Vendor for such materials at Vendor's cost. The Vendor shall also submit the Indemnity Bond for the value equivalent to the materials supplied. The material consumption certificate shall be furnished for every supply. The material tools and equipment should be preserved appropriately to avoid damage. The necessary traceability to be ensured.

XV. REPEAT ORDER:

BDL reserves the right to place repeat order with the same prices, terms & conditions on the supplier for an additional quantity up to 100% of the ordered quantity, within a period of 12 months from the date of completion of order.

XVI. OPTION CLAUSE:

The BDL retains the right to place orders for additional quantity up to a maximum of 100% of the originally contracted quantity at the same rate and terms of the contract before completion of the original PO deliveries at the convenience of BDL.

XVII.TEST CERTIFICATE / SHELF LIFE CERTIFICATE:

All certificates called for in the specification or Purchase Order must be sent to BDL, along with, supplies or a request for pre-dispatch inspection. BDL may test any goods supplied & its decision shall be final irrespective of the certificate furnished by the vendor. Vendor shall indicate the date of manufacture and the date of expiry for chemicals, ingredients etc. (all items with shelf life) in all the dispatch documents and on the containers. The supplies shall be within one month from the date of manufacture in particular in case of shelf life items.

All assemblies / products shall be manufactured with valid shelf life items only. In such cases, necessary certificates for individual items having valid shelf life shall be submitted to BDL where ever required.

Necessary test / inspection certificates, Certificate of Conformance, Country of Origin (wherever applicable) shall be submitted along with consignment.

XVIII. DRAWINGS, PATTERNS AND TOOLS:

All drawings, patterns and tools supplied by BDL, or made at BDL expenses are BDL's property and or only to be used in the execution of BDL order and shall be returned to BDL on demand. These should not be provided to others.

XIX. INTELLECTUAL PROPERTY:

The items which are specifically developed / manufactured as per requirement of BDL, where Tooling charges / Engineering Charges / Development Charges are paid by BDL, intellectual property lies with BDL. The vendor / service provider can supply these items to other, only after obtaining consent of BDL..

XX. DEMURRAGE AND WHARFAGE:

The vendor shall be responsible for all demurrage and wharf age charges due to late receipt of dispatch documents or non-receipt of dispatch documents or non-receipt of prior intimation or non-compliance of any other terms of Purchase Order. Any technical information provided by BDL, shall not be share without the consent of BDL, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

Sub-contractor shall in no way share or use any intellectual property of BDL to promote his own business with others. BDL reserves the right to claim damages from the vendor / service provider, or take appropriate penal action as deemed fit against the vendor / service provider, for any infringement of the provisions contained herein.

XXI. INDEMINITY:

The vendor shall indemnify the BDL.

a) Against any claim, in respect of infringement of letters of patent or registered design, by the use of sale of any article or material supplied to BDL by the supplier and against all costs and damages which BDL may incur in any action for such infringement or for which BDL may become liable in any such action.

b) Against all claims for injury or damages caused by the Negligence of the vendor or his employees or arising from any defects in the goods supplied or on the work carried out by the vendor.

c) Against all claims for injury to the vendor's employees or of his agent's whilst on the premises of the purchaser.

XXII. APPROPRIATION:

Whenever under this PO any sum of money is recoverable from & payable by the vendor, BDL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum due or which any time thereafter may become due to the vendor in this or any other PO should this sum be not sufficient to cover the full amount recoverable the vendor shall pay to BDL on demand

the remaining balance due.

XXIII. WARRANTY:

Any stores supplied or service provided should be free from any defects arising from faulty material, design or workmanship & should be guaranteed for quality / satisfactory performance for a period of 12 calendar months from the date of commissioning or 18 months from the date of supply whichever is later. During the guarantee period, if any defects develop arising from faulty material, design or workmanship, the supplier should replace any defective portion of the goods or replace the material/equipment as a whole.

XXIII. PERFORMANCE BANK GUARANTEE (PBG)/ SECURITY DEPOSIT (SD):

Bank Guarantee wherever called for, shall be in the BDL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Nationalized Banks / as specified in the specific Enquiry. Wherever the contract is for supply of Goods processed on sub-contract basis from BDL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.

XXIV. ARBITRATION:

All the disputes regarding this Purchase Order shall be referred to BDL Chairman & Managing Director or his nominee, who shall have the powers conferred by the Arbitration Act, 1940 or Arbitration and Conciliation Act 1996 or any statutory modifications thereof for the time being in force.

Disputes and governing law, in the event of any disputes or differences relating to are arising out of or in connection of PO / SO the same shall be mutually discussed and amicably settled. The unresolved disputes or difference shall be referred by either to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) for resolution and the dispute or difference shall be resolved in accordance with DPM OM number 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 which is deemed to be a part of this PO. The language of the arbitration shall be in English.

XXV. JURISDICTION:

The Purchase Order shall be governed by the Laws of Indian Union in Force. The courts of Hyderabad, Telangana only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Purchase Order.

XXVI. BRIBES AND GIFTS:

Any bribes, commission, gifts or advantage given, promised or offered by the vendor to any employee of BDL shall, in addition to any criminal liability which the vendor may incur, subject the vendor to the cancellation of this & all other orders & also to payment of any loss or damage resulting from any such cancellation. He shall also be deregistered and black listed.

XXVII In case of specific condition indicated in the Purchase Order or in variance with the above

general conditions, the condition indicated in the Purchase Order shall be valid.

XXVIII. FORCE MAJEURE:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify the IMM in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up with the supplier on similar lines as above for further necessary action.

XXIX. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the PO / SO, the Vendor / Service Provider and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Furthermore, the Vendor / Service Provider shall keep BDL indemnified in case any action is taken against the BDL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If BDL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Service Provider, BDL shall have the right to deduct any money due to the Service Provider including his amount of performance guarantee. The BDL shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by BDL. The Vendor / Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work. The employees of the Vendor / Service Provider in no case shall be treated as the employees of the BDL at any point of time.

In respect of information and communication technology components / equipments the vendor / service provider has to self certify that the equipment / component will not anyway contain malware which in filters into the systems of BDL and he will be held responsible for such infiltrations because of the equipment supplied.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER (PO) (IMPORTS)

I. **ACKNOWLEDGEMENT:**

An acknowledgement of the Purchase Order(PO) should be sent to BDL by the Vendor confirming their agreement regarding specifications, Qualification Test (QT) or Periodic Test (PT)/ Acceptance Test (AT), quantity, prices, terms of payment and Delivery schedule including the General terms and conditions as indicated in Purchase Order within 15 days of its receipt by the Supplier.

II. **PRICES:**

Where the prices indicated are ex-supplier works, indicate separately the packing & forwarding charges for FCA delivery to the nearest gateway Airport/FOB delivery to the nearest seaport. All the consignments either by Sea/Air shall be dispatched on freight to pay basis only.

III. The terms and conditions of subject enquiry will be part of the purchase order and vendor shall comply with it.

IV. BDL Purchase Order number must be indicated correctly and completely on all documents and packages, to ensure customs clearance. BDL name & address only to be mentioned against consignees; No other name should be mentioned.

V. **SHIPPING CLAUSE: (As per Incoterms-2022)**

a) **Shipments by Sea:** Shipping arrangements will be made by forwarding agents M/s Balmer Lawrie / as mentioned in PO terms, to whom adequate notices of not less than six weeks about the readiness of cargo for shipment, should be given by the vendors from time to time for finalizing arrangements Cargo has to be made available for shipment at the port on the date specified by the forwarding agents /nominees & to whom prior intimation of the details of the cargo has to be given viz.

b) Shipping Document and Case Marking:

    i. Shipper Name

    ii. Consignee: M/s Bharat Dynamics Limited, Address as indicated in the PO.

    iii. Purchase Order No.

    iv. Description of material & Quantity

    v. Port of Loading

    vi. Port of Discharge Mumbai Port India or the port named in the Purchase order.

    vii. No. of Cases with gross weight, net weight & case measurements.

    Each case shall be marked with:

    i. Purchase Order number

ii.   Consignee name

iii.   Serial Number of the case and total no. of cases.

(Example: Case no: 1 of 12, where total no. of cases are 12).

iv.   Safety / Handling instructions.

v.   Method of Marking: Red & White Band Printing of 1" width each on all sides at the corners for easy identification at the port of discharge.

c) DISPATCH BY AIR:

In the case of FCA Purchase Orders, the consignment shall be handed over to BDL air cargo agent named in the Purchase Order at the designated Airport. If the terms of Purchase Order are ex-supplier works, please inform. BDL air cargo agents named in the PO for arranging pick up of the cargo. The air cargo agent will receive the cargo against house airway bill & arrange onward dispatch of the cargo to BDL. The house airway bill may be presented to supplier's bankers for payment. All the air consignments shall be dispatched to Hyderabad Airport, Telangana. India only on freight to pay basis, either by Air India or any other fright carrier airline. The case marking shall be as indicated at IV (b) above. Any change in destination will be indicated in the PO.

V) INSURANCE:

Insurance will be taken by BDL from the Sea/Airport of dispatch to BDL warehouse at BDL cost. Immediately on shipment, please send a communication to the insurance company mentioned in Purchase Order with a copy to BDL by Fax/email indicating the details of the items shipped, invoice number and date, value, dimensions and weight of the packages, Bill of Lading (B/L), Ship name or Air Way Bill (AWB) & flight details. A copy of this communication must also be submitted to supplier's bank, along with other documents, at the time of claiming the value under the Letter of Credit.

VI) PAYMENT:

Letter of Credit or Sight Draft can be negotiated with BDL's banker by submitting.

a)   Merchandise invoice for FOB/FCA/Ex-Works Value – 3 copies.

b)   Original copy of the negotiable Air Way Bill/House Air Way Bill/Bill of Lading.

c)   Certificate of Country of Origin – 3 copies.

d)   Packing sheet detailing measurement and weight of each case 4 copies.

e)   Freight Note Issued by the forwarding agents indicating the net freight payable in India after allowing rebate.

f)   Copy of the declaration letter/fax/telex addressed to BDL's insurance company.

g) Supplier's Bankers may be informed to air mail the documents to: Union Bank of India, BDL Campus Branch, Kanchanbagh, Hyderabad -500 058 in case purchaser location is Hyderabad or Union Bank of India, Visakhapatanam in case the purchaser location is Visakhapatnam or Union Bank of India, Bhanur, Medak Dist, Telangana, - 502035 in case the purchaser location is Bhanur, Telangana, India.

NOTE: In case the period of letter of credit to be extended due to delay in shipping the material or for any other reason from supplier side, the Bank charges will be to supplier's account and the same will be recovered from supplier's bill.

VII. DOCUMENTATION:

a) All documents duly signed by supplier in two copies consisting of Invoices, Packing Notes, Insurance declaration, Certificate of origin (if applicable) issued by an independent agency like chamber of commerce shall be handed over to the carriers or Freight Forwarders.

b) Please send Airway Bill / Bill of Landing copies by courier to BDL to the Signatory of the Purchase Order in two copies by separate post.

c) Through the Bank as per Payment terms: Two copies of all the above and the original Bill of Lading / House Airway Bill/ Air Way Bill.

IMPORTANT: Please send to BDL a mail giving dispatch details immediately after shipment.

VIII. All bank charges in India to BDL account and outside India to vendor account.

IX. INSPECTION:

a) The material supplied will be inspected at BDL on their arrival in BDL factory. The decision of acceptance / rejection of BDL shall be final and binding on both the parties.

b) The vendor shall arrange to supply at free of cost for any shortage or any short shipment. The packing, freight & insurance expenses in this regard shall be borne by the vendor.

c) In case of rejection / replacement/ warrantee replacement the vendor shall arrange free replacement and the cost of freight insurance shall be borne by the vendor. Where, the vendor wants the rejected/ defective part or item to be sent back, the same will be arranged by BDL at vendor's cost.

d) Necessary test / inspection certificates, Certificate of Conformance, Country of Origin shall be submitted along with consignment.

X. PACKING:

The cargo is to be packed securely to withstand transit hazards by Road, Rail, Sea, Air so as to ensure them being free from loss or damage/injury on arrival at their destination at Hyderabad/ Vishakapatnam/ or the destination mentioned in PO

In case of Plant, Machines and Equipment. The following documents in (in English Language only) triplicate should be supplied:

a) Foundation Plan

b) Wiring diagram

c) Operational Manual

d) Maintenance Manual

e) Detailed spare parts Catalogue

f) Capacity diagram

g) Erection instructions

h) Makers certificate of accuracy & guarantee of performance

I) Illustrated & descriptive catalogue

j) Warranty Certificate

k) Safety instructions / document & any other relevant document.

XI. The vendor shall also reimburse to BDL any extra amount of demurrage Wharf age incurred by BDL due to delay in clearance of the consignment owing to wrong/obliterate markings of cases / delay in receipt of dispatch documents.

XII. WARRANTY:

The equipment/ stores should be guaranteed for satisfactory performance for a period of 18 months from the date of shipment or 12 months from the date of commissioning, whichever is later. The guarantee also should cover any defects that may develop from faulty materials; design or workmanship and vendor should remedy such defects/replace free of any cost to BDL if such defects occur during the guarantee period.

XIII. EXPORT LICENCE:

The necessary export license for the items shall be arranged by vendor. In case any certificates, declarations etc. are needed from BDL, vendor should send BDL well in advance, all such requests, along with necessary prescribed forms, drafts, etc.,

XIV. ARBITRATION:

All the disputes regarding the Purchase Order shall be referred to BDL Chairman & Managing Director or his nominee, who shall have the powers conferred by the Arbitration Act, 1940 or Arbitration and Conciliation Act 1996 or any statutory modifications thereof for the time being in force.

XV. JURISDICTION:

The order shall be governed by the laws of the India union, in force. Only the competent courts in Hyderabad, India shall have the jurisdiction as provided in the arbitration Act, 1940 or any

statutory modifications thereof for the time being in force, for any matter arising out of the arbitration proceedings under the order.

XVI. GENERAL REFERENCE:

a. The Purchase Order number & date must be quoted by the supplier in all correspondence, Acknowledgement of Purchase Order, Packing notes & Invoices etc. All correspondence should be addressed only to Bharat Dynamics Limited, to the address as indicated in purchase order.

b. The description of goods as given in the Purchase Order shall be reproduced as it is in suppliers invoice to facilitate clearance of goods through the Indian customs.

c. The Bill of Lading / Air Way Bill/ House Air Way Bill should be marked as "TO ORDER'" OR "ORDER OF SHIPPER"; the consignee should be shown as BHARAT DYNAMICS LIMITED, to the address as indicated in Purchase Order.

d. The Air Way Bill/ House Air Way Bill/ Bill of Lading should indicate only broad category of the stores ordered, such as Machinery, Spares, Equipment etc., & not the full & detailed nomenclature of the stores ordered.

e. Air Way Bill number, Flight Number/ Bill of Lading number may please be furnished by Fax/ email as indicated in Purchase Order immediately after the consignment is dispatched.

XVII. CONSEQUENCE OF BREACH & RECOVERY OF LIQUIDATED DAMAGES (LD).:

LD Clause: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the SOs/POs. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Including duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%.

In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to vendor.

XVIII. CANCELLATION OF CONTRACT:

Noncompliance with any of the conditions may compel BDL to cancel the order in part or in full without prejudice to the BDL's other rights & remedies under the law of land of purchaser & the contract.

XIX. TEST CERTIFICATE / SHELF LIFE CERTIFICATE:

All certificates called for in the specification or Purchase Order must be sent to BDL, along with, supplies or a request for pre-dispatch inspection. BDL may test any goods supplied & its decision shall be final irrespective of the certificate furnished by the vendor. Vendor shall indicate the date of manufacture and the date of expiry for chemicals, ingredients etc. (all items with shelf life) in all

the dispatch documents and on the containers. The supplies shall be within one month from the date of manufacture in particular in case of shelf life items.

All assemblies / products shall be manufactured with valid shelf life items only. In such cases, necessary certificates for individual items having valid shelf life shall be submitted to BDL wherever required.

XX. FORCE MAJEURE:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Vendor which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify the IMM in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation, BDL shall take up with the supplier on similar lines as above for further necessary action.

(To be submitted on the Company letter head of Indian Agent/Representative)

FORMAT 1

Ref: Date:

To,
The Manager
Bharat Dynamics Limited
Hyderabad - 500058
Telangana, India.

Sir,

   Sub: Tender for Supply of <Tender Details> - Reg
   Ref: <Tender Number & Date of Tender>

We here by certify that M/s. <Company Name with Full Address (Indian Agent in India details to be given) > is representing M/s. <Company Name with Full Address (Foreign Vendor Company details to be given)> as an India agent/representative and submitting the quotation against the tender on behalf of our principals. We further certify that, our principals M/s. <Company Name> (Foreign / Principal Vendor Name) have not quoted directly against this tender and we are not representing any other firm / company / organisation for this tender.

Place :   Signature :
Date :   DD/M/YYYY   Name :
                                                       Designation :
                                                       Name of the Organisation with Seal:

Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law. Contractors should submit the undertaking about court case (s) / FIRs pending against the firm in the format provided below.

Legal Tender Enquiry Terms for Contractor(s)

1. "The bidder / Vendor has to submit certificate of under taking at the bid submission stage about cases / FIRs pending / registered in any of the court of law / police station in the country or abroad with regard to works / services in the tender enquiry as per the format below" along with the bid.

CERTIFICATE OF UNDERTAKING ABOUT COURT CASES(S) / FIRs etc..
(on company letterhead, duly signed and stamped)

a. M/s_____hereby undertake that there is no court case / FIR pending / registered in any court of law / police station in the country or abroad with regard to the works / services in the tender enquiry.

b. Court case / FIR pending / registered in the court / police station the details are submitted below:

Sl. No.	FIR No / Court case No	Police station name / court name	Date of registration	Brief description of the case	Status of the FIR / Case

2. In the event of successful award of contract and subsequent court cases / FIRs are filed while execution of works / services, the contractor should submit the information as per the format above to BDL.

3. Should there be any court case pending, involving the works / services which are the part of tender enquiry the bidder at the time of submission of bid(s) itself should enclose an order received from the court in which the matter is sub-judice that "bidder is allowed to participate in the tender enquiry and if succeeded in the bidding that there will not be any harm or disadvantages to the interest of the organization i.e. BDL in entering and completing the contract after awarding to it".

4. BDL reserves the right to debar the contractor / service provider, in case of false claims and non-disclosure / avoiding of information about pending court cases / FIRs.