

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/166
REF. DATE	17/05/2014
DUE DATE	11/06/2014

To,
open tender

Dear Madam/Sir,

Subject: Renewal of licenses of Websense Web Security Gateway Anywhere (WWSGA) and technical support for a period of three years from the date of renewal for BHEL-PEM,

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Renewal of licenses of Websense Web Security Gateway Anywhere (WWSGA) and technical support for a period of three years from the date of renewal for BHEL-PEM, Noida. Detailed scope is as per Annexure-I. The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.1, 00,000/- along with the bid in the form of a Demand Draft payable to "BHEL" and payable at New Delhi.

PAYMENT TERMS

Payment shall be on quarterly deferred basis i.e. payment of renewal of licenses shall be released at the end of each quarter. PENALTY: If any WCGA licenses is not working, penalty @0.41% per day of yearly payment of non-working licenses (limited to total PO value) shall be levied on the bidder. Penalty on technical support shall be levied @Rs.4000/- per day (8 Hours) (limited to the total PO value). Overall penalty shall be limited to the total PO value.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two part. Part-1: Techno-commercial Bid, part-2: Price Bid
Bids shall be submitted on or before 11.06.2014 (2:00PM). Techno-commercial bid (Part-1) shall be opened on 11.06.2014 (3:00 PM) in the presence of representative of those bidders who may wish to present.

BHEL reserves the right to finalize the prices by conducting Reverse Auction or by conventional way of price bid opening, which will be decided after techno-commercial evaluation. In view of the above, bidders are requested to quote their most competitive prices as no negative price impact on account of non-conduction of RA shall be asked for

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Dharmendra Kumar
BHEL PEM, Noida

SCOPE OF RENWAL OF WCGA LICENSES

1.0 SCOPE

Scope of the vendor includes renewal of licenses of Websense Content Gateway Anywhere (WCGA) from the date of renewal for a period of three years for BHEL-PEM, Noida.

It shall also include supply and installation of all major and minor upgrades, updates, patches and bug fixes released within the contract period free of any extra charges for all the WCGA software licenses.

Vendor shall also provide technical support on WCGA licenses whenever required by BHEL through telephone, fax, E-mail and visits by vendor's technical personnel to BHEL office free of any extra charges. SLA for technical support shall be as follows:

S. No.	Support Type	Response Time
1	Telephonic Support	2 Hours
2	Email Support	2 Hours
3	Visit by Vendor's Personnel	6 Hours
4	Support by Level Engineer (Li+1) if problem is not resolved by Lower Level Engineer(i.e. Li)	4 Hours

If the vendor fails to meet the above SLA, penalty shall be calculated as follows:

Total Delay (In Hours) above the response time in responding = A Hours
Total Days above the response time in responding = B= A/8 Days

Penalty @Rs. 4000/- per day (8 Hour) (limited to total PO value) shall be levied on the bidder.

Note: "Websense Web Security Gateway Anywhere (WWSGA)" and "Websense Content Gateway Anywhere (WCGA)" shall be read in tender document.

Technical PQR

Bidder should fulfill the following qualification criteria:

- The bidder should be an OEM or OES or their duly authorized partner for this tender. Bidder to furnish certificate in this regard.
- The bidder should have completed similar work issued by the customers for minimum 640 license of Websense Content Gateway Anywhere (WCGA) for a period of one year during the last seven years, ending on the month in which enquiry is invited. Bidder should submit the satisfactory performance/ work completion certificate for the same.

Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

COMMERCIAL TERMS & CONDITIONS

- 1.0 **GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

- 2.0 **BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

- 3.0 NA

- 4.0 **QUALITY** : All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.

- 5.0 **CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.

- 6.0 NA

- 7.0 **LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.

- 8.0 **Payment Terms**: Payment shall be on Quarterly deferred basis i.e. payment shall be released at the end of each quarter.

- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer only.

- 10.0 **INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

- 11.0 **DELIVERY** : The successful bidder to renew all the licenses within 2 weeks from the date of PO.

- 12.0 **VARIATION** : NA

- 13.0 **INDEMNITY**:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

 - a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.

- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

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

15.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to renew the licenses within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of licenses delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

16.0 FORCE MAJEURE : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

17.0 TERMINATION OF THE ORDER/CONTRACT

17.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

17.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

18.0 SUB-CONTRACTING : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

19.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

19.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

19.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

21.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

22.0 JURISDICTION OF COURT : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.

23.0 SUBMISSION OF INVOICE : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.

24.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

25.0 RECOVERY OF OUTSTANDING AMOUNT : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

26.0 PENALTY ON LICENSES:

If any WCGA licenses is not working, penalty @0.41% per day of yearly payment of non-working licenses (limited to total PO value) shall be levied on the bidder. Penalty on technical support shall be levied @Rs.4000/- per day (8 Hours) (limited to the total PO value). Overall penalty shall be limited to the total PO value.

27.0 EVALUATION:

Evaluation shall be done on total prices with taxes.



BHARAT HEAVY ELECTRICALS LIMITED

Power Sector – Project Engineering Management

PPEI Building, Plot No.25, Sector: 16-A, NOIDA

Annexure - I **Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Price Format for Renewal of Websense Content Gateway Anywhere (WCGA) for a period of three years for BHEL-PEM,Noida

S.No.	Item	Quantity	Unit of Measurement (of Item)	Renewal Period (No. of years), if applicable	Quoted price(unit rate per year) (Rs.)	Service Tax (@12.36%), if applicable	CST/VAT (@5%), if applicable	Any other Tax (@.....)	Total Price(Rs.) for 800 users for a period of three years-incl of taxes
		A		B	C	D	E	F	G=B*(C+D+E+F)* 800
1	Renewal of Websense Content Gateway Anywhere (WCGA) for a period of three years for BHEL-PEM,Noida from the date of renewal	800 users	Number	3					
								Grand Total (inclusive of taxes)	
Total (in words):									

VENDOR STAMP
NAME :
DESIGNATION :