



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
(भारत सरकार के एक उपक्रम)  
(A Government of India Undertaking)  
क्षेत्रीय प्रशासनिक भाग, मुंबई,  
Regional Operation Division, Mumbai

**Ref: RE/MUM/SYS/AV/17**

**Dt.: 01/08/2017**

**Subject: Purchase of Antivirus Software Licenses and Services (Endpoint Protection) for BHEL, ROD Mumbai**

BHEL, a Govt. of India Undertaking having its Regional Operation Division Mumbai office at 14th / 15th Floor, World Trade Centre, Cuffe Parade, Mumbai invites offer from interested bidders located in Mumbai for purchase of Antivirus Software and Support Services (Trend Micro Endpoint Protection only) for a period 12 months from date of license registration, further extendible by one year on same rates, terms and conditions.

The tender will be conducted, evaluated and finalized online through e-Procurement System of BHEL at address <https://bheleps.buyjunction.in>. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>. The last date of submission of offers is **22/08/2017, 15:30 Hrs.**

The submission of online bids will require the bidders to have Class-III, SHA-2, 2048 bit signing and encryption Digital Signature Certificate which the bidders may procure from following suppliers:

1. M/s R3 e-Consulting Pvt. Ltd.
2. M/s e-Mudhra
3. M/s GNFC
4. M/s IDRBT
5. M/s Safescrypt

**The procurement of DSC takes around 15 days after submission of form and successful payment to the supplier, so the bidders are advised to initiate the process of procuring the DSC immediately after receiving this tender.**

**The EMD of Rs. 2121/- to be submitted online to following BHEL account:**

**Name: BHARAT HEAVY ELECTRICALS LTD**  
**BANK: CITIBANK, FORT BRANCH**  
**ACCOUNT NO: 0008279012**  
**IFSC CODE: CITI0100000**  
**MICR CODE: 400037002**

Party to ensure that the EMD amount appears in BHEL account prior to the due date i.e. **22/08/2017, 1530 hrs** otherwise the offer will not be considered for evaluation in EPS Portal.

In case of any difficulty in operating the E-Tendering System, please contact our developer's Help Desk m-Junction Services Ltd. at 033-66011717 or BHEL vendor, Mr. Sumant Choudhary

at 9163348104. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

**Scope of work:**

1. You will have to supply 70 Nos of users licenses for the Latest version of Trend Micro Endpoint Protection.
2. Installation and configuration of the software for all PCs, Laptops and Servers will be in the scope of work. All the software features will have to be installed.
3. The antivirus software should have **Anti Ransomware** feature without fail.
4. Removal of all the existing Anti virus software on the PCs, Laptops and Servers.
5. You will have to provide physical licenses. **Registration will be done by you.**

**Support:**

1. Your service support person should visit our premises **at least once per quarter** for preventive maintenance for the latest viruses.
2. Any out break of the latest malicious code/virus/Trojan horses etc. are to be resolved immediately. **The delay in providing support will incur penalty of 1% of quarter bill per day subject to maximum 10% of corresponding quarter bill value on the contractor.**
3. Quarterly up gradation (if required) of the antivirus software version to keep the software updated in all systems as and when new versions are released to be done by you.
4. As per the support norms, on logging a call for any problem, your service engineer should visit the site, within 6 working hours failing which penalty will be charged on the contractor inline with the penalty clause at S No. 2 above.

**Offer submission:**

The offer is to be submitted in two parts on the EPS Portal.

1. **EMD:** EMD of required amount as per the Page-1 of this tender is to be submitted in BHEL account, the details of which have been provided in the tender, by the due date and time. Offers without EMD shall be rejected
2. **Techno-commercial Bid:** The techno-commercial offer shall contain the following:
  - 1) Digitally signed tender documents to be uploaded on the portal.
  - 2) Digitally signed Letter of Compliance to be uploaded on the portal.
  - 3) Digitally signed and filled Techno Commercial bid attached with RFQ to be uploaded along with necessary documents on the portal.
3. **Financial Offer:** The financial offer shall be quoted exclusive of GST. The GST is to be shown separately while submitting invoice. The financial bid is required to be filled and uploaded on the portal in the financial bid format provided with RFQ. Any change in the financial bid format by the bidder will be liable for rejection of offer.

**Security Deposit:**

Security deposit of 5% of the order value shall be collected from the successful bidder. The security deposit is to be submitted online through NEFT in the BHEL account provided in the tender, by the successful bidder. The security deposit will be returned 3 months after the successful completion and execution of contract.

**The security deposit will not carry any interest**

**Payment terms and conditions:**

1. 50% payment for the licenses, installation and configuration will be made after successful installation and configuration in all PCs, Laptops and Servers and remaining 50% payment will be made after the successful completion of 1<sup>st</sup> quarter along with the invoice of first quarter service (after certification of satisfactory completion by BHEL Official) .
2. Payment for the support services will be made post quarterly after certification of satisfactory completion of support by BHEL Official.
3. Deduction of taxes (TDS etc.) if applicable shall be made from your bills in support charges.

**Tender Evaluation:**

Evaluation of offer will be done on lowest financial bid. However quality service and uptime is of prime consideration and therefore the prices should be quoted accordingly.

**Contract Extension:**

BHEL reserves the right to extend the contract for a further period of one year on the same rates, terms and conditions to the successful bidder. However if the services are found to be unsatisfactory, BHEL reserves the right to short close the contract.

**Contract Value:**

1. The prices quoted should be exclusive of GST. GST is to be shown separately with invoice.
2. Prices shall be firm during entire contract period. No extra/additional payment apart from the purchase/service mentioned in the price bid format and supplied/provided by the bidder will be entertained.
3. Any taxes or duties levied by Govt. of India after the issue of contract will be borne by BHEL

*( Letter of compliance in Company's Letter Head )*

Date :

To,

Sr. Deputy General Manager  
M/s Bharat Heavy Electricals Limited,  
14<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai - 400 005

**Sub : Your Tender no RE/MUM/SYS/AV/17 due on 22/08/2017.**

Dear Sir,

With reference to your above tender, we hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

We have submitted the price bid in your price bid format only without any deviations/conditions.

**We also confirm that any deviations/conditions in the financial bid will not be entertained / considered by BHEL.**

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

1. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
2. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
3. "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications (if any) and all correspondences.
4. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
5. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
6. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
7. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
8. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
9. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

## **10. ISSUE OF NOTICE:**

10.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India). All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

## **11. COMMENCEMENT OF WORK:**

11.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

## **12. INVOICES AND PAYMENTS**

12.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

12.2 The GST to be shown separately in the invoice with GST number of BHEL ROD Mumbai **27AAACB4146P3ZD** mentioning the address of ROD Mumbai as **14<sup>th</sup>/15<sup>th</sup> Floor, World Trade Centre-I, Cuffe Parade, Mumbai-400005**

## **13. RISK PURCHASE :**

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

13.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.

13.2 To recover any money due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.

13.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

13.4 In case of Risk Purchase is enforced, the contractor will hand over the control along with all related documents etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated contractor/agent/party to carry out the work further.

## **14. OBSERVANCE OF LOCAL LAWS:**

14.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

14.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.

14.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

#### **15. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

15.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

#### **16. FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

16.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.

16.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time.

16.3 Force Majeure conditions will apply on both sides.

#### **17. ARBITRATION**

17.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors except as to any matter, the decision for which is specially provided for, the same shall be referred to arbitration in accordance with Indian ARBITRATION AND CONCILIATION ACT, 1996.

17.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

17.3 The place of Arbitration will be Mumbai.

#### **18. LAWS GOVERNING THE CONTRACT:**

18.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

#### **19. INDEMNITY:**

19.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

## **20. SECURITY DEPOSIT:**

20.1 Successful bidder shall submit 5% of the total contract value as security deposit within three days of issue of LOI for the contract in the account of BHEL as mentioned in the tender.

20.2 Securities / BG's shall be released after three (3) months of successful execution, completion of the contract and upon fulfillment of all contractual obligations.

## **21 Forfeiture of EMD:**

21.1 EMD by the Tenderer will be forfeited as per NIT conditions, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

21.2 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

21.3 EMD shall not carry any interest.

21.4 EMD of successful tenderer will be retained as part of Security Deposit.

## **23. REQUIREMENTS OF PERFORMANCE**

23.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.

23.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

**24. Guidelines for suspension of business dealings with suppliers/ contractors': The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website [www.bhel.com](http://www.bhel.com). The link for the same is available at [.http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf).**

## **25. BHEL Fraud prevention policy**

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. "

**26.** In case of PSU, the office Memorandum No 4(1)/2011\_DPE(PMA)-GI dated 12/06/2013 of DPE will be applicable.

## 27. Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer [http://www.bhel.com/pdf/RA%20guidelines-Sept'13\\_abridged\\_final\\_webpdf.pdf](http://www.bhel.com/pdf/RA%20guidelines-Sept'13_abridged_final_webpdf.pdf)

**In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

**During reverse auction, the bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

### **Validity of Offers:**

The quotation submitted by the vendor should be valid for a minimum period of 3 months from the date of opening of offers of the tender.

Vendors may visit the premises before submission of the offers.

You may submit your most competitive offer by due date. In case, you are not able to submit your offer, please send us regret letter.

Thanking You.

Yours sincerely,

Vaibhav Khanna  
Sr. Engr. (Imports & Sys)

**Techno Commercial Bid (Relevant documents to be uploaded on EPS Portal)**

| <b>S No.</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Confirmation by Tenderer</b>                                                                        |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1.           | Bidder must have an average annual turnover of the company of not less than Rs 0.32 Lakhs for the last 3 years. (i.e for year 14-15,15-16 & 16-17)(Copy of CA certificate/ copy of Balance sheet indicating details of turn over for each FY to be uploaded in E-portal. In case, the financial details of 2016-17 are not available, the same may be given for 2013-14, 2014-15 and 2015-16)                      | Copy of CA Certificate / Copy of Balance Sheet to be submitted                                         |
| 2.           | Bidders must submit proof of having have successfully executed air freight contracts last 7 years (ending last day of month previous to the one in which the tender was due for opening ) as per following<br>(i) Three contracts of value not less than Rs 0.42 Lakhs each<br>OR<br>(ii) Two contracts of value not less than Rs 0.53 Lakhs each<br>OR<br>(iii) One Contract of value not less than Rs 0.85 Lakhs | Copies of contract /work order with satisfactory completion certificate from customer must be attached |
| 3.           | The bidders must provide the certificate of Partnership with Trend Micro                                                                                                                                                                                                                                                                                                                                           | Documentary proof to be provided                                                                       |
| 4.           | Name of contact person with designation and Phone, fax, e-mail address                                                                                                                                                                                                                                                                                                                                             | To be provided                                                                                         |
| 5.           | Organization Chart                                                                                                                                                                                                                                                                                                                                                                                                 | To be provided                                                                                         |
| 6.           | Details of office(s) in Mumbai                                                                                                                                                                                                                                                                                                                                                                                     | To be provided                                                                                         |

**Price Bid Format (To be filled and uploaded only on EPS Portal)**

| <b>S No.</b> | <b>Description</b>                                                                                     | <b>Unit Rate (INR)</b> | <b>Qty.</b> | <b>Total Cost (INR)</b> |
|--------------|--------------------------------------------------------------------------------------------------------|------------------------|-------------|-------------------------|
| 1            | Cost of supply of Latest Version Antivirus license (Trend Micro only) per user for 12 months           |                        | 70          |                         |
| 2            | Total Cost of Installation and Configuration of software in all PCs, Laptops and Servers               |                        | 1           |                         |
| 3            | Cost of providing support per year including at least 1 visit per quarter, Remote, Telephonic Support. |                        | 1           |                         |