Project Engineering Management

BHARAT HEAVY ELECTRICALS LTD.

(A Govt. Of India Undertaking)

PURCHASE ENQUIRY

REF :	**PE-LPE/253**
REF. DATE	**10/02/2017**
DUE DATE	**21/02/2017**

To,

open tender

Dear Madam/Sir,

Subject: RENEWAL AND AMC FOR TREND MICRO ANTI VIRUS SOLUTIONS FOR 1 YEAR W.E.F. 01 JAN 2017 FOR DELHI/NCR BASED UNITS

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organization 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 AND AMC FOR TREND MICRO ANTIVIRUS SOLUTIONS (DETAIL SCOPE AS PER CLAUSE NO 1 OF SCOPE AND TECHNICAL SPECIFICATION -PE888S-1602, REV 01)

PAYMENT TERMS

AS PER CL NO 6.0 OF COMMERCIAL TERMS AND CONDITIONS

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 2 PARTS [PART 1 : TECHNO COMMERCIAL, PART 2 : PRICE BID]

DOWNTIME AND PENALTY : AS PER CLAUSE NO 3 OF SCOPE AND TECHNICAL SPECIFICATION (ref no .PE888S-1602, REV 01)

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Manoj Kumar
BHEL PEM, Noida

Please reply to: Manojkumar
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Noida

Regd. Office:
BHEL House
Siri Fort

SUBMISSION OF OFFER

Dated: 10/02/2017

From:

M/s ------------------------------------

To

Sr. Manager- CMM/ Dy. Manager-CMM

Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.

Subject: -Tender in response to your invitation for "RENEWAL AND AMC FOR TREND MICRO ANTI VIRUS SOLUTIONS FOR 1 YEAR W.E.F.01 JAN 2017 FOR DELHI NCR BASED UNITS

"

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Our offer shall remain valid for acceptance for a period of 6 months from due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: ------------------------

Designation: ------------------------

Tender Document

For

"RENEWAL AND AMC FOR TREND MICRO ANTI VIRUS SOLUTIONS FOR 1 YEAR W.E.F.01 JAN 2017 FOR DELHI NCR BASED UNITS"

Tender Ref. No. : PE-LPE/253
Dated : 10/02/2017
Last Submission date of tender enquiry: - 21/02/2017
Due date for opening of bid on : - 21/02/2017

Contact Persons:

For Technical clarification

1. Mr. Rajiv Hajela, SDGM (IT)
   E-mail: rhajela@bhelpem.co.in Telephone: 0120-436-8836
   Mob: 9650194196

2 Mr. Ravi Kant/ Sr.Engineer (IT)
   E-mail ravikant@bhelpem.co.in Telephone: 0120-436-8776
   Mob: 9650222122

For Commercial clarification

Mr. Manoj Kumar, Dy. Manager (CMM)
E-mail: manojkumar@bhelpem.co.in Telephone: 0120-436-8700

Address: **Bharat Heavy Electricals Ltd.**
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301. Uttar Pradesh (INDIA).

Last date of Submission: 21/02/2017, 02:00PM

Subject: -Tender in response to your invitation for "RENEWAL AND AMC FOR TREND MICRO ANTI VIRUS SOLUTIONS FOR 1 YEAR W.E.F.01 JAN 2017 FOR DELHI NCR BASED UNITS"

Dear Sirs,

We are pleased to invite your tenders for the subject service. Instructions to bidders & the terms & conditions of the tender are mentioned below:-

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM),** PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as "**Purchaser**", which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

3.1 Tenders shall be sent/deposited in tender box, in **two parts** as described below on or before the due date indicated in the Enquiry letter, **by 2:00 p.m.**

PART-I : TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED" or 'Q'.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II : PRICE BID

Containing PRICES only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

3.2 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in two separate sealed envelopes (preferably cloth lined envelopes) **with bidder's distinctive SEAL and each envelope super-scribed with the following :**

PART-I :
1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE AND TIME OF OPENING
3. **"TECHNO-COMMERCIAL BID".**

PART II :
1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE AND TIME OF OPENING
3. "PRICE BID".

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/ considered.

3.3 BID SUBMISSION

3.3.1 The tenders shall be sent to the following address :

Tender Box,
Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201301 (INDIA)

3.3.2 Tenders can also be deposited in tender box in person.

3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The tenders received after the **Due Date** and **Time** of tender submission will be rejected.

3.3.4 Dispatch department shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged".

3.3.5 Offers in damaged condition will not be considered and no request for extension on this account will be considered.

3.4 BID OPENING

3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter.

3.4.2 Bidder shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

3.4.3 Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.

3.4.4 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.

4.0 Late tenders will be rejected.

5.0 Incomplete offers are liable to be rejected.

6.0 <u>VALIDITY OF OFFER</u>

Offer shall be kept valid for **6 months** from the due date, for Purchaser's acceptance.

7.0 No correspondence shall be entertained from the tenderers after the opening of

Price bid(s).

8.0 Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

9.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

10.0 <u>LANGUAGE & CORRECTIONS</u>

10.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

10.2 All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

11.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

12.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.

13.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

14.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

a) to reject any or all the tenders.
b) to split up the work amongst two or more tenderers.
c) to award the work in part.

15.0 <u>DELIVERY/COMPLETION PERIOD</u>

NA

16.0 <u>SALES CONDITIONS</u>

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

17.0 TENDER EVALUATION

17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

a) If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

17.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence).

18.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

19.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc.to the tender shall be hosted on BHEL websites(www.bhel.com & www.bhelpem.com) and CPPP website only. Bidders should regularly visit websites to keep themselves updated.

COMMERCIAL TERMS AND 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 **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.

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

5.0 **LOCATION&CONSIGNEE**: Complete support/services will be consigned to DH (IT), of respective units of BHEL, who will co-ordinate the same

6.0 **PAYMENT TERMS:**

a. Payment of 90% of the License amount shall be made after the successful installation of licenses at both client and server end after certification by IT Executive.

b. Payment of 10% of the License amount shall be made after the completion of contract period after certification by IT Executive.

c. AMC charges shall be paid quarterly at the end of the quarter after certification by IT Executive.

d. License renewal will be from 1st January onwards.

e. AMC charges will be from the date of PO.

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

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

9.0 **DELIVERY:** NA

10.0 **VARIATION**: NA

11.0 **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.

12.0 **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.

13.0 **LIQUIDATED DAMAGES**: As per clause no 3 of Scope & Technical specification (ref. no. PE 888S - 1602, Rev01).

14.0 **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.

15.0 **TERMINATION OF THE ORDER/CONTRACT/ RISK PURCHASE**

15.1 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.

15.2 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.

15.3 Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the stores due for delivery but not so delivered, or their equivalent without cancelling the Order/Contract in respect of stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.

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

17.0 SETTLEMENT OF DISPUTES

17.1 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.

17.2 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.

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

18.0 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.

19.0 **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.

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

21.0 **SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department of respective units and the payments will be released to the vendor from the respective units.

22.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to CMM 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.

23.0 **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.

24.0 **STATUTORY VARIATION**

5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.

5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule.

5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

Taxes and duties shall be payable at actual at the time of billing subject to statuary variation clause no 24.0.

<u>Statuary variation shall be payable for the contract delivery period only i.e. if delivery done beyond delivery period specified in the contract, No statuary variation in the taxes and duties shall be payable to the vendor.</u>

Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	OEM's authorized letter/certificate for quoting this tender	
2	Complete tender in all respects **duly signed & stamped** on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
3	Copy of **sale tax** registration / **service tax** registration.	
4	Copy of **PAN** card.	
5	EFT DETAILS	
6	**No Deviation certificate**	
7	**Declaration** Certificate	
8	**Un price Bid** [quoted with "Q"]	
10	***PRICE BID:***	

Details of Party

S. N.	Description	Details
1	**Name of the Party**	
2	**Address of the party**	
3	**Contact Person's Name**	1) 2)
4	**Cell No. of Contact Person**	1) 2)
5	**Land Line No./mobile no**	1) 2)
6	**FAX No.**	
7	**E-mail ID of the vendors**	1) 2)
8	**E-mail ID of the company**	
8	**PAN No.**	

BIDDER's COMPANY LETTER HEAD

No Deviation Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

1.
2.
3.
4.

BIDDER's COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

2. OEM's authorized letter/certificate for quoting this tender

3. Copy of PAN card.

4. Customers POs/ WOs copies and completion certificate

EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S LETTERHEAD DULY ATTESTED BY YOUR BANKERS

BHARAT HEAVY ELECTRICALS LIMITED

SCOPE &TECHNICAL SPECIFICATIONS
FOR

<u>Renewal and AMC of Trend Micro Anti-Virus solution</u>
SPECIFICATION NUMBER: PE888S-1602 REV.01

1. Scope:

The scope of vendor includes:

a. Renewal of existing license of Trend Micro Enterprise Security Suite for Delhi/NCR based Units of BHEL for a period of one year w.e.f 01.01.2017. Total license quantity is given at S.No. 4

b. Regular updates and upgrade of the Trend Micro Anti virus s/w (Enterprise Security suite).

c. Providing maintenance, enhancement and technical support during all kind of up gradation and installation activities during the period of 1 year.

d. On-site trouble shooting and support for unlimited incidents. Response time would be 3 hours, 7 days a week (from 0800 to 2000 hrs).

e. Direct support from OEM as and when required shall be provided by the OEM.

f. Anti-Virus Solution Deployment:

   i. A Centralized Antivirus Server to be automatically updated from the Internet. The deployment has to be managed on client and server machines as per product version in place from time to time.

   ii. The partner has to manage the update server, reinstall in case of any problem and install any new server in case of any version change etc. The hardware (servers) environment for this will be provided by BHEL.

   iii. The vendor shall provide trouble free update of patches & upgrade of product. The virus definitions shall be required to be updated regularly from the Internet. The vendor has to fine tune the systems in a way that these updations take place automatically at a specified frequency from the Internet. In case of failure of these automatic updates to take place on some account, it shall be responsibility of vendor to manually update the definitions at the BHEL's installation.

   iv. In case of critical/severe virus threats, updates to be carried out immediately.

   v. In case of outbreak of some virus, the vendor has to take immediate preventive action and also carry out the required rollout on all the machines immediately.

vi. The vendor to provide procedure/guidelines for installation of antivirus software to BHEL's team from time to time in case of changes in product / technology

vii. The vendor shall ensure availability of his engineer within 3 working hours of complaint being registered for this purpose.

viii. Non-availability of support from the Principal OEM product(s) supplier resulting in default on service provision shall also be considered as a factor for failure of the service as the service provider chosen is authorized by the OEM.

ix. Weekly visit of the vendor for support, maintenance and troubleshooting in all the units mentioned in the table below:

S. No.	Units
1	Corporate office
2	PSHQ/SSBG/PSTS
3	HRDI
4	ARP
5	PMG
6	PS marketing
7	IS/IO/TBG/ROD
8	PEM

2. Requirement:

Renewal and AMC for the following components of Trend Micro Antivirus s/w (Enterprise Security suite) are required:

a. Office scan with IDF, Mac Security
b. Server protection for Linux
c. Scan mail for Exchange and Domino
d. IMSVA (InterScan Messaging Security Virtual Appliance)
e. IWSVA (InterScan Web Messaging Security Virtual Appliance)
f. TMCM (Trend Micro Control Manager) Advanced

3. Downtime and Penalty

Penalty for Downtime:

At the end of each quarter downtime will be calculated for each license of antivirus solution separately. Downtime will be calculated on per month basis. The deductions will be made as per the following formula:

For: 80.0% <= uptime < 95% (Penalty at normal rate): Deduction (D) per month = downtime (%) of a license in a month x Monthly AMC charges for a license.

For: uptime < 80.0% (Penalty at double rate): Deduction (D) per month = downtime (%) of a license in a month x Monthly AMC charges for a license x 2.

Maximum deduction of a license will be limited to quarterly AMC charges of that particular license.

Total downtime deduction for a quarter will be limited to 10% of AMC charges.

4. Payment Terms

a. Payment of 90% of the License amount shall be made after the successful installation of licenses at both client and server end after certification by IT Executive.

b. Payment of 10% of the License amount shall be made after the completion of contract period after certification by IT Executive.

c. AMC charges shall be paid quarterly at the end of the quarter after certification by IT Executive.

d. License renewal will be from 1st January onwards.

e. AMC charges will be from the date of PO.

The invoices shall be submitted by the vendor to the respective units and the payments will be released to the vendor from the respective units. The quantity of licenses for renewal and AMC of respective units shall be as below:

S.No.	Unit / Division	Renewal quantity
1	Corporate office	647
2	PS-HQ	96
3	SSBG	120
4	PS-TS	120
5	HRDI	85
6	ARP	45
7	PMG	117
8	PS-Mktg.	164
9	IS / IO / TBG / ROD	640
10	PEM	900
	Total	2934

TECHNICAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

- The bidder should be an original equipment manufacturer **(OEM i.e. M/s Trend Micro)** or duly authorized partner of OEM. In case the bidder is not the OEM, the authorization letter from OEM (M/s Trend Micro) has to be submitted along with the bid documents by the bidder.

- The bidder should have at least one technical support office in Delhi / NCR. Bidder needs to submit proof for the same.

- The bidder must have successfully executed at least one order of renewal and AMC of Anti-virus/mail gateway/web gateway, number of licenses in which must be at least 2350, during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

  Or

  The bidder must have successfully executed at least two orders of renewal and AMC of Anti-virus/mail gateway/web gateway, number of licenses in which must be at least 1500, during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

  Or

  The bidder must have successfully executed at least three orders of renewal and AMC of Anti-virus/mail gateway/web gateway, number of licenses in which must be at least 1200 during last seven years. PO copies along with the full address and telephone numbers of the customers is to be submitted as proof.

PRICE FORMAT

RENEWAL AND AMC FOR Trend Micro Anti-Virus solution for a period of one year i.e.till 31.12.2017 for Delhi/NCR based Units of BHEL								
S.No.	**Work**	**Qty(No.) (P)**	**Unit Price PER LICENSE(Rs.) (Q)**	**Total EX Works price (X) = P X Q**	**Sale tax/VAT @---------of ------------% of total Ex Works price . (IF APPLICABLE) (Y)**	**Service tax @--------of --------% of total Ex Works price (Z)**	**Total Price(Rs.) for One Year after taxes W= X+Y+Z**	
1	Renewal of TREND MICRO ANTIVIRUS SOLUTIONS FOR 1 YEAR (FROM 01/01/2017 TILL 31/12/2017) Enterprise Security Suite [A]	**2934**					F	
2	Quarterly AMC charges from PO date [B]	**2934**					G	**Total price for AMC considering 3.33 quarters (assuming PO will be placed by end of February, 2017)**
						TOTAL CHARGES (F+3.33*G)		

Note: 1. Unit price of A should be less than 65% of unit price of (A+B)

2. Evaulation will be done on total charges