



**SERVICE  
ENQUIRY  
(INDIGENOUS)**

## BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

PHONE : 91-431-25277331  
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FAX NO : 91-431-2520719  
E-mail : srchandran@bheltry.co.in  
WEB : http://www.bhel.com

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Vendor Code :	<b>Enquiry No</b>	<b>Enquiry Date</b>	<b>Due Date for Quotation</b>
Vendor Name :	<b>2651400023</b>	<b>22.08.2014</b>	<b>20.09.2014</b>
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

ITEM NO	ITEM DESCRIPTION	Delv Date	Quantity	UOM
10	End point protection software			
Details as per enclosure				
SINo	Description	Delv Date	Quantity	UOM
10	End point protection software license	10.10.14	3.000	AU

**General Note:**

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid+ Checklist (Annexure-A) + unpriced bid with indicating taxes & duties (Annexure-B) in a sealed cover super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"  
Part-II. Priced offer in another separate sealed cover super scribing on the cover as "Part-II-Price Bid"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided Annexure-A. All the Annexures should be filled and submitted along with the technical bid (no row shall be left blank), else your offer is liable for rejection.

3. Offers with validity of less than 90 days and non-acceptance of LD, RP clause, PBG & Payment terms, will lead to rejection of submitted offer.

4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.

6. Order shall be placed on single vendor on cumulative L1 basis for total quantity.

7. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-A/Point no.16)

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present.  
Late tenders are liable to be rejected.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE  
(Fossil Boilers)

**D. ABRAHAM VICTOR**

Senior Manager  
Purchase / RM / IOP  
BHEL, TRICHY - 620 014



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

2651400023 /

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8. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

9. BHEL will consider MSME vendor as per Government guidelines.

#### List of Attachments:

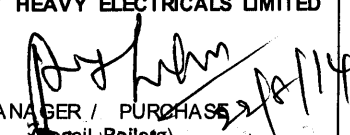
1. Qualifying Criteria
2. Technical Specification
3. Commercial Terms and Conditions - Annexure-A
4. Price Format-Annexure-B
5. , ,No Deviation Certificate-Annexure-II
6. Third Party non-disclosure agreement-Annexure-III
7. CA Certificate for MSE Vendors-Annexure-IV

#### Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present.  
Late tenders are liable to be rejected.

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

  
MANAGER / PURCHASE  
Fossil Boilers

Purchase Department  
BHEL, THIRUCHIRAPALLI



An ISO 9001  
Company

**Bharat Heavy Electricals Limited**  
(High Pressure Boiler Plant)  
Tiruchirappalli – 620014, TAMIL NADU, INDIA  
MATERIALS MANAGEMENT

<b>TITLE:</b>  <b>Endpoint Protection Installation and Deployment</b>	Phone: +91 431 2577331 Fax : +91 431 252 07 19 Email : srchandran@bheltry.co.in Web : www.bhel.com, <a href="http://tenders.gov.in">http://tenders.gov.in</a>
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	Reference Number: Enquiry	Enquiry Date:	Due date for submission of quotation:
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order.			

Endpoint Protection

BHEL commercial terms & conditions with Technical specifications can be downloaded from BHEL web site <a href="http://www.bhel.com">http://www.bhel.com</a> or from the Government tender website <a href="http://tenders.gov.in">http://tenders.gov.in</a> (public sector units) Bharat Heavy Electricals Limited under enquiry reference ""	
Tenders should reach us before 14:00 hours on the due date.  Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharat Heavy Electricals Limited  Manager / Capital Purchase/ Manufacturing

**BHEL TIRUCHIRAPPALLI INFORMATICS CENTRE**

RFQ for Anti Virus – Endpoint Protection at BHEL – Tiruchirappalli

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## GENERAL

BHEL is a large engineering and manufacturing enterprise in India in the energy-related/infrastructure sector. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India.

BHEL's Trichy unit is one of the leading boiler manufacturers in the world providing total boiler solutions for utility, industrial, captive power and heat recovery applications. It also manufactures Valves for Power and Industrial applications, Soot Blowers and Seamless Steel Tubes.

BHEL Trichy IT infrastructure has evolved over the years. In the process of expansion, many locations were added. The number of network points increased multi fold in the existing locations also. The existing BHEL LAN consists of 5000 nodes spread over a geographical area of 9 Square Km including 200 nodes installed at a sister unit, 100 Km away from Trichy which is connected through 4Mbps MPLS line.

BHEL – Trichy proposes to procure Anti virus Endpoint protection software and deploy in all the 5000 desktops/servers across the LAN.

The Anti virus endpoint protection software shall offer a comprehensive protection against viruses, trojans, worms, spyware, malware and other threats and shall provide application control and device control.

The license of the Endpoint protection software shall be for a period of 3 years and extensible upto 5 years.

**ELIGIBILITY CRITERIA**

**Eligibility criteria for Bidder**

1. The bidder should be a company/firm that is registered/incorporated in India.
2. The bidder should be an existing Security Solutions provider for more than 3 years as on the date of bid opening.
3. The bidder should be an authorized partner of the OEM of Endpoint protection software.
4. The bidder should be profit earning for the last three years.
5. The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect.
6. The bidder should have supplied and deployed Anti virus endpoint security software during the last 3 years, as on the date of bid opening, in any one of the following categories:
  - a)
    1. At least three installations each with order value of not less than Rs. 20 Lakhs,  
Or
    2. At least two installation each with order value of not less than Rs. 25 Lakhs,  
Or
    3. At least one installation with order value of not less than Rs. 40 laksh.  
And
  - b) The bidder should also have supplied and deployed Anti virus endpoint security software before 3 years, as on the date of bid opening, with order value of not less than Rs. 10 lakhs.
7. PO copies and commissioning certificates (for point 7) should be enclosed. POs and evidences shall be in the name of bidder. POs and evidences in the name other than that of bidder shall not be considered.
8. The bidder should have professionals experienced in implementing and deploying Endpoint protection software.

9. The bidder should not be under Hold or Blacklist by any of BHEL units as on bid opening date, for any of product or service related to Software supply. The bidder should give a declaration on this.
10. The bidder should be able to provide committed support for quoted solution for a minimum period of 5 years from OEM in writing.
11. Authorisation letter from the OEM shall be enclosed to participate in this tender.
12. The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria clause: "The bidder should be an existing Security Solutions provider for more than 3 years as on the date of bid opening."

### **Eligibility criteria for OEM**

1. OEM should be figuring in the latest release of Gartner's Magic Quadrant's for Endpoint protection platform as Leader .
2. OEM should have a registered office in India.
3. OEM should have a Technical Assistance Center in India.
4. OEM should have more than one authorized implementation partners in India.
5. OEM should have been successfully implemented at least 2 nos. of 2000 node (each) installations in India.

### **Note:**

1. Certificates and evidences should be provided as a proof for all the above mentioned eligibility criteria.
2. If the bidder and OEM do not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.

SPECIAL INSTRUCTIONS TO THE BIDDER

1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.
2. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
3. The bidder shall give cross reference for all the points, clearly mentioning the supporting document and highlight the reference portion in the document.
4. All Software updates and upgrades shall be provided during the entire License period at no extra cost. The bidder shall give commitment letter in this regard.
5. All softwares should be from a single OEM. Mix and match with other OEMs is not allowed.

SCOPE

The scope of the project includes supply and deployment of Endpoint protection software to all clients and installation and configuration of Management Server,.

1. The bidder shall install the operating systems and patches required in the hardware given by BHEL for the Management Server.
2. The bidder shall Install and configure the Management Server and the Database of the Endpoint protection software on the given hardware.
3. The bidder shall configure all the policies and groups in the servers as required by BHEL.
4. The bidder shall uninstall the already installed Anti virus Endpoint protection software and install the new Endpoint protection client in all the 5000 nodes. (out of 5000 nodes , 200 nodes are to be installed in Thirumayam campus and rest in Trichy campus). The bidder shall arrange for the manpower to carry out the task as per the schedule provided in Annexure – I.
5. The bidder shall demonstrate all the features specified in the technical specification of the document at least in 20 clients with different operating systems.
6. The bidder shall install and configure a standby/cluster server of the management server and database in the hardware provided by BHEL.

7. The bidder shall design the backup policy and shall configure and schedule regular backups as per the policy and demonstrate the same.
8. The bidder shall provide the documentation and procedure for Endpoint protection Management Server Installation and Management.
9. The bidder shall provide the documentation and procedure for installation and uninstallation of Endpoint protection clients on nodes.
10. The bidder shall give a two day training on the product to BHEL Technical team in BHEL's premises.

#### TECHNICAL SPECIFICATION

Refer Annexure – I for Technical specification of the Endpoint protection software. The bidder must comply to the specification listed.

#### SERVICE LEVEL AGREEMENT FOR THE SUPPORT OF ENDPOINT PROTECTION SOLUTION

The bidder shall fulfill all the below mentioned terms and conditions during the service tenure:

1. Stable version upgrades and patches shall be incorporated in to the live server whenever the OEM releases new version upgrades and patches.
2. Installation and complete configuration support shall be extended by the bidder, whenever hardware upgradation takes place.
3. The bidder shall demonstrate that there is no performance degradation of the nodes after the installation of the Endpoint client software.
4. Support level escalation matrix shall be provided.
5. The bidder shall make monthly visits to BHEL to audit the antivirus server health and must submit a report on the threat level and preventive measure plan.
6. Telephonic support shall be extended by bidder whenever needed. In the event of problem not being solved, the vendor shall provide onsite support and resolve the issue.
7. The bidder shall supply a portal support details of OEM for creating support case.
8. The bidder shall name a technical person exclusively for the service and support in BHEL.
9. The bidder shall provide direct support and shall not have a third party sub contract for the support and service.

Annexure I				
Technical Specifications				
Sr No	Specifications	compliance	Products	Remarks
<b>General</b>				
1	Supply of Endpoint protection License for 5000 concurrent users for a period of 3 years and extensible to 5 years			
2	Deployment of the Endpoint protection include :			
2.1	Installation of mangement server and database software.			
2.2	Removal of the existing Endpoint protection and installation of new software on all 5000 clients.			
2.3	The installation to be completed in 30 days from the day of installation of Management server.			
2.4	Manpower for the above activity is the scope of the vendor			
3	The proposed Endpoint protection product must have a published Road Map upto at least 31st March 2018. Certificate by OEM shall be attached.			
<b>Antivirus Protection and Other features</b>				
1	Must offer comprehensive client/server security by protecting enterprise networks from viruses, Trojans, worms, hackers, and network viruses, plus spyware, malware and mixed threat attacks.			
2	Must be able to reduce the risk of virus/malware entering the network by blocking files with real-time compressed executable files.			
3	Must include capabilities for detecting and removing rootkits			
4	Must provide Real-time spyware/grayware scanning for file system to prevent or stop spyware execution			
5	Must have capabilities to restore file from quarantine if the file is deemed safe			
6	Must have Assessment mode to allow first to evaluate whether spyware/grayware is legitimate and then take action based on the evaluation			
7	Must clean computers of file-based and network viruses plus virus and worm remnants (Trojans, registry entries, viral files)—through a fully-automated process			
8	If cleanup of the file fails then the file should be moved to Quarantine			
9	To address the threats and nuisances posed by Trojans, the solution should be able to do the following:			
9.1	Terminating all known virus processes and threads in memory			
9.2	Repairing the registry			
9.3	Deleting any drop files created by viruses			
9.4	Removing any OS services created by viruses			
9.5	Restoring files damaged by viruses.			
9.6	Includes Cleanup for Spyware, Adware , Malware etc			
10	Must provide Virus Outbreak Prevention mechanism, which should be activated based on threshold of detected malware and accordingly policies would be applied on the endpoints.			
11	Users should not be able to start or stop the AV services or modify the settings. Only Administartor account should have such privileges.			
12	Users with the scheduled scan privileges can postpone, skip, and stop Scheduled Scan, the setting can be enabled/disabled based on Administrators setting			
13	Should have Integrated spyware protection and cleanup			
14	Group Updater : Should have the capability to assign a client the privilege to act as a update agent for rest of the agents in the network			
15	Shall be able to perform different scan Actions based on the virus type (Trojan/ Worm, Joke, Hoax, Virus, other)			
16	Endpoint should check mail boxes by scanning incoming POP3 email and Outlook folders for Threats			
17	Shall be able to selectively scan only those file types which are potential virus carriers (based on true file type)			
18	Should be able to detect files packed using real-time compression algorithms as executable files. (zip, rar etc)			
19	Shall be able to scan Object Linking and Embedding (OLE) File			
20	Must provide File reputation service			
21.1	Must be able to check the reputation of the files hosted in the internet			
21.2	Must be able to check the reputation of the files in webmail attachments			
21.3	Must be able to check the reputation of files residing in the computer			

22	Must protect clients and servers on the network using stateful inspection, high performance network virus scanning, and elimination.			
23	Must provide the flexibility to create firewall rules to filter connections by IP address, port number, or protocol, and then apply the rules to different groups of users			
24	Uses any alternate method other than the conventional pattern based scanning with the following features:			
24.1	Reduces the overall time it takes to deliver protection against emerging threats (Zero-Hour Threat Detection)			
24.2	Reduces network bandwidth consumed during definition updates.			
24.3	Lowers kernel memory consumption on endpoints. Consumption increases minimally over time.			
<b>Client Features</b>				
1	Must have smart feedback enable/disable option to enable feedback from the client agents to the threat research centers of the vendor.This will enable it to deliver automatic, real-time protection against the latest threats and provides "better together" security.			
2	Custom scan - Should have a option to scan individual files on demand			
3	All the client components should be installed using the single client agent			
<b>Device Control</b>				
1	Device Control (Should be able to control activities on Devices like USB, DVD etc )			
1.1	Read only			
1.2	Read and write			
1.3	Read, write and execute			
1.4	disable			
2	Should have the option to automatically allow standard USB Keyboards and mouse (Human interface devices)			
3	Should have the option to created a exception list based on Device id			
4	The above features should be available for all Desktops available in LAN (Windows XP, Windows 7 both 32 bit and 64 bit, Windows 8 32 and 64 bit)			
<b>Application Control</b>				
1	Provides an effective way to block unauthorized applications and code on clients			
2	Block applications from running			
2.1	based on filenames			
2.2	based on file types			
2.3	based on wildcards			
3	Block programs from running from removable drives			
4	Block access to Autorun.inf (for all Windows OS listed in the Platfrom support section)			
5	Prevent changes to system files			
6	The above features should be available for all Desktops available in LAN (Windows XP, Windows 7 both 32 bit and 64 bit, Windows 8 32 and 64 bit)			
<b>Deployment features</b>				
1	Should be able to deploy the Client software using the following mechanisms:			
1.1	Client Packager (Executable & Microsoft Installer (MSI) Package Format)			
1.2	Web install page			
1.3	Login Script Setup			
1.4	Remote installation			
1.5	From a client disk image			
1.6	Support MS Systems Management Server (SMS)/ Software deployment / Diagwin			
2	Client uninstallation should only be done by administrator.			
3	Competitive uninstaller : Must be capable of uninstalling and replacing existing client antivirus software ( Existing Endpoint Protection is from Symantec 11.x and 12.x based on Windows XP, Windows 7 32bit and 64 bit)			
4	All features (antivirus, anti-spyware, Enterprise Client Firewall and damage cleanup) shall be installed at the same time via client deployment methods and managed centrally via the management console			

Management Features			
1	Must provide a secure GUI or Web-based management console to give administrators access to all clients and servers on the network for client administration		
2	The management server should be able to download updates from different source if required, which could be the vendor's update server, any other server or a UNC path		
3	If the update from the Management server fails, the security clients with the privilege should be able to get updated directly from the vendor's server		
4	Must reduce network traffic generated when downloading the latest pattern by downloading only incremental patterns		
5	Must have the flexibility to roll back the Virus Pattern or Virus Scan Engine if required via the management console		
6	Should have role based administration with active directory integration		
7	Shall support grouping of clients into domains for easier administration		
8	Establish separate configuration for internally versus externally located machines ( Policy action based on location awareness )		
9	Shall offer centrally managed Client Firewall and IDS		
10	Must support plug-in modules designed to add new security features without having to redeploy the entire solution, thereby reducing effort and time needed to deploy new security capabilities to clients and servers across the network		
11	Database software, if any, required for configuration and Inventory should be bundled with the product		
12	The Server should support dual stack IPv4/IPv6 clients.		

Platform Support			
1	Windows XP/2003 32-bit Edition		
2	Windows XP/2003 64-bit Edition		
3	Windows Vista (32-bit & 64-bit)		
4	Microsoft Windows Server 2003		
5	Windows 7, 32-bit version & 64-bit version		
6	Windows 8, 32-bit version & 64-bit version		
7	Windows Server 2008 and Windows Server 2008 R2, 64-bit version, Windows Server 2012.		
8	Support for guest-OS Windows Server 2003/2008/2012 operating systems hosted on the following virtualization applications:		
8.1	VMware ESX/ESXi Server 5 or above		
8.2	VMware Server 1.0.3 or later (Server Edition)		
8.3	VMware Workstation and Workstation ACE Edition 6.0		
9	Should support Intel x86, x64 processor & AMD x64 processor		
10	Virtual Desktop Support : Solution should support Virtual Desktop for the following platforms:		
10.1	VMware vCenter™ 5.5 or above.		
10.2	Citrix™ XenServer™5.5 and 5.6 (Citrix XenDesktop™ 4)		
11	Should support Linux and Mac clients (Redhat Enterprise Linux 6 or above , Mac 10x)		
12	The server hardware, Operating system will be provided by BHEL and the vendor shall specify the capacity requirement for the same		
13	The client agent and module should be able to run on a minimum hardware of Intel core 2 duo desktop 2.1 GHz CPU and 2GB DDR RAM		

Notification, Reporting and logging			
1	Must be able to send notifications whenever it detects a security risk on any client or during a security risk outbreak, via E-mail, SNMP trap or Windows Event log		
2	Should have a feature similar to Firewall Outbreak Monitor which sends a customized alert message to admin e-mail id when log counts from IDS, personal firewall, and/or network virus logs exceed certain thresholds, signaling a possible attack.		
3	Must be able to send a customized notification message to admin e-mail id when firewall violations exceed certain thresholds, which may signal an attack		
4	Shall offer customizable & standard notifications via - SMTP or SNMP.		
5	Should be able to generate a exhaustive reports of clients which should include fields		
5.1	Username in computer		
5.2	Hostname		
5.3	All Network parameters		
5.4	Definition date in client		
5.5	Client status Online/Offline		

**BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI**  
**CAPITAL PURCHASE**

Annexure-A

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE VENDORS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the vendor does not confirm acceptance to the terms and conditions proposed herein, BHEL reserves the right to reject such offers)

**CHECK-LIST FOR VENDORS**

SI No	DESCRIPTION
1.	<p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"><li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "<b>Part I - Technical and commercial bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li><li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked "<b>Part II - Price bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li></ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as "<b>Part I and Part II of Enquiry No., due date of opening</b>" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered. Tender should not be addressed to any Individual's name but only by designation to:</p> <p style="text-align: center;"><b>Sr. DGM / CAPITAL PURCHASE / MFG 24 BUILDING, 4TH FLOOR BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014 TAMIL NADU, INDIA</b></p> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p>
2.	<p><b><u>OPENING OF TENDERS</u></b></p> <p>The Part I- Technical &amp; commercial bid would be opened on the Tender opening date.</p> <p>Part-II, Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure- I (Point no.16).</p> <p>Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - Price Bid/ RA</p>
3.	<p><b><u>TAXES AND DUTIES :</u></b></p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 &amp; BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p><b>Cenvat credit &amp; VAT credit</b> (for Indian Bidders only): If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing <b>CENVAT</b> credit for his input materials, the effect of proforma credit should be passed on to the purchaser</p> <p><b>Income Tax applicable</b> Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&amp;C charges will be payable extra. The liability of depositing the same to the Govt. will be of the supplier</p>

<b>No row shall be left blank. Please indicate NA, in case the item is “not applicable”</b>		<b>Vendor's confirmation</b>
<b>4.</b>	<b>Validity:</b> Validity of the offer should be <b>90 days</b> from the date of tender opening.	
<b>5.</b>	<b>Release of Purchase Order:</b> <ul style="list-style-type: none"> <li>➤ Order shall be placed on single vendor on cumulative L1 basis.</li> <li>➤ This tender is composite in nature and cannot be split-up to more than one vendor. Hence the entire work will be awarded to only lowest bidder of the tender. Work cannot be split-up and given to MSE vendor if they are L2 or above ranking in the tender.</li> </ul>	
<b>6.</b>	<b>Payment terms for Supply Portion</b> Yearly Payment within 45-90 days after installation and acceptance of software at BHEL against submission of 10%PBG for annual payment.	
	Any deviation in the above payment term will attract loading as mentioned below. “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.	
<b>7.</b>	<b>Performance Bank Guarantee (PBG):</b> The Bidder, in the event of an order, should furnish a Bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a format prescribed by BHEL, along with the order, for an amount equivalent to <b>10% (Ten percent)</b> of annual value of the contract. The PBG shall be valid for a period of 18 months from the date of dispatch or <b>12 months</b> from the date of receipt / acceptance / commissioning of the software at BHEL, Tiruchi whichever is more, with a claim period of two months.  The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks.  <b>LIST OF CONSORTIUM BANKS</b> 1.DEUTSCHE BANK 2.HDFC BANK 3.ANZ GRINDLAYS BANK 4.CITI BANK 5.STANDARD CHARTERED BANK 6.BANK OF AMERICA 7.ABN AMRO BANK 8.IDBI LTD 9.ICICI BANK LTD 10.THE HONGKONG AND SHANGHAI BANKING .CORPORATION LTD.  <b>LIST OF NATIONALISED BANKS</b> 1.ALLAHABAD BANK 2.ANDHRA BANK 3.BANK OF INDIA 4.BANK OF BARODA 5.BANK OF MAHARASTRA 6.BHARATH OVERSEAS BANK 7.CANARA BANK 8.CENTRAL BANK OF INDIA 9.CORPORATION BANK 10.DENA BANK 11.INDIAN BANK 12.INDIAN OVERSEAS BANK 13.OREINTAL BANK OF COMMERCE 14.PUNJAB NATIONAL BANK 15.PUNJAB & SIND BANK 16.STATE BANK OF INDIA 17.STATE BANK OF TRAVANCORE 18.STATE BANK OF MYSORE 19.STATE BANK OF BIKANER & JAIPUR 20.STATE BANK OF HYDERABAD 21.STATE BANK OF PATIALA 22.STATE BANK OF MAHARASTRA 23.STATE BANK OF SOURASTRA(SBI-13.09.08) 24.SYNDICATE BANK 25.UCO BANK 26.UNION BANK OF INDIA 27.UNITED BANK OF INDIA 28.VIJAYA BANK  <u>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</u>	
<b>8.</b>	<b>Liquidated damages (LD):</b> The delivery of the goods specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ and/or ‘I&C’ will be applicable to the delays attributed to vendor. Where the seller supplies or dispatches the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.  For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.  Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).	
<b>9.</b>	<b>Risk Purchase:</b> Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
<b>10.</b>	<b>Delivery terms and evaluation process:</b> Bidders should submit their offer on <b>FOR BHEL, Tiruchy</b> basis.. Applicable % of ED & Sales Tax , service tax should be clearly indicated. <b>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)</b>	
<b>11.</b>	<b>Guarantee:</b> Vendors shall provide a guarantee for a period of 12 months from the date of commissioning of the software or 18 months from date of supply, whichever is earlier. The date of B/L or AWB shall be taken as the date of supply. Also, a PBG has to be given which shall cover the guarantee period (with additional 2 months as claim period). Normally No deviation permitted and the deviated offers are liable for rejection.	
<b>12.</b>	<b>Short shipment / Warranty replacement:</b> In case of any short shipment in the main items, Customs Duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR, BHEL, Tiruchirappalli, basis.	

13.	<p><b>Test certificates / Operating and Maintenance manuals:</b> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.</p>	
14.	<p>Payment through Bank is not preferred. In case of Payment through Bank is opted by Supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of Goods to Site/Stores with Consignee copy attached. In this case Loading will be 3% on the offered value. Offers of indigenous Suppliers with payment terms as LC/Advance Payment are liable for rejection.</p>	
15.	<p><b>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</b></p>	
16.	<p><b>Reverse Auction (RA):</b> BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>2. 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.</li> <li>3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> <li>7. Reverse auction will be conducted on scheduled date &amp; time.</li> <li>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</li> <li>9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</li> <li>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</li> <li>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.</li> <li>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</li> <li>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></li> <li>14. 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. 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.</li> </ol>	
17.	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE)</u></b></p> <p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part II) certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per <b>Annexure -IV</b>) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.</p>	

<b>18.</b>	<ul style="list-style-type: none"> <li>➤ Point to point confirmation for the Technical Specification enclosed to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specifications will be liable for rejection. If needed additional sheets shall be used.</li> <li>➤ Incomplete offers will not be considered for further processing Fixed price:</li> <li>➤ BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>➤ BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>➤ All items / Services including concerned personnel for carrying out the installation and commissioning of the software shall be arranged by the vendor. If any Services are availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>➤ The vendor shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost</li> <li>➤ The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> </ul>		
<b>19.</b>	<b>Company Details &amp; Contact</b>		
	Full Address of the company for future correspondence. (Copy of address proof & PAN card shall be attached along with Part-I)		
	Company Email ID:	Phone No.:	
	Fax No	PAN No	
	CST /TIN No	Service Tax No.	
	Name of the contact person:	Mobile No.:	
	e-mail ID		
<b>20.</b>	<b>Blank price bid format (Annexure-B) indicating applicable percentage of taxes &amp; duties shall be submitted along with Part-I</b>		
<p><b>For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail &lt;pgavictor@bheltry.co.in&gt;</b></p>			

**NOTE**

a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% annual order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.

b) **No row shall be left blank. Please indicate NA, in case the item is “not applicable”**

**Declaration:-**

I/We have gone through and understood the ‘General guidelines & instructions to bidders for submitting offer’ enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

**Name:**

**Signature with date:**

**(AFFIX OFFICIAL SEAL HERE)**

**Designation:**

**(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)**

**MODEL PRICE BID FORMAT**

Enquiry No. &amp; Date:

Bidder's Offer No. &amp; Date:

SI No	Description of item	Unit (No)	QTY	Rate /Qty in Rs. (excluding of all taxes)	% of VAT/CST without any concession	ED in %	Service Tax in %	Total Value in Rs. (inclusive of all taxes)
1	End point Protection software license for the period of three years from 20.11.14 to 19.11.17	Nos.	5000					
2	End point Protection software license from 4 <sup>th</sup> year valid up to 5 <sup>th</sup> year.	Nos.	5000					

\* No separate charge for delivery &amp; installation support for SI no.1-2

Signature &amp; Seal of Vendor

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

**Annexure-II**

**No Deviation Certificate**  
(To be given in bidder's letter head)


**Ref:** BHEL's Enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

It is Certified that the offered solution vide Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ in response to BHEL's enquiry mentioned under reference has no Technical  
deviation from the requirement of BHEL, Trichy given vide the Technical Specification  
(Requirement).

Date:

Bidder's Signature with seal

**Annexure-III**

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 2.0	Rev. No: 00
		Date : 01 - 10 - 09	

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

[ RESTRICTED USE ]

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-II) ..... dtd:.....,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small (Strike off which is not applicable)  
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant